



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: John A. Schneider, MPA, Manager, Community Development Services

DATE: March 7, 2018

SUBJECT: **AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE (909 North Harvey Street)**

Description

Included on the agenda of the March 12, 2018, meeting of the Urbana City Council Committee of the Whole is an Ordinance authorizing the sale of City-owned property located at 909 North Harvey Street to Habitat for Humanity of Champaign County Inc. (Habitat). This action would address the FY 2015-2019 Consolidated Plan goal of providing decent affordable housing opportunities for low- and moderate-income households as Habitat plans to construct affordable housing on this site.

Issues

The issue is whether the Urbana City Council Committee of the Whole should forward the Ordinance authorizing the sale of the City-owned property to Habitat, to the Urbana City Council with a recommendation for approval.

Background

The City acquired the property through the Grants Management Division's Property Acquisition Demolition Disposition Program, which is supported by Community Development Block Grant (CDBG) Funds. This program allows the City to purchase, clear, improve, and maintain lots in order to promote and support the development of affordable housing opportunities. The City accomplishes this through the conveyance of such properties to non-profit housing developers who build affordable dwellings on the sites. Since the property was acquired using CDBG funds, no public hearing is required regarding its sale, in accordance with City ordinance.

The City of Urbana has supported affordable housing developments by Habitat in the past by providing lots on which Habitat has built single-family, owner-occupied homes. Since its inception, the local Habitat chapter has constructed more than forty-eight affordable homes in Urbana, primarily in the King School, Woodland Park, and East Water Street neighborhoods. Conveying this lot will continue the support of Habitat's affordable housing development in Urbana and eliminate the cost of the City maintaining the property.

The proposed contract, ordinance, and legal documents that would convey this property to Habitat are attached to this memorandum. The contract terms are similar to those previously used to convey City-owned properties to not-for-profit organizations for construction of new single-family residences for sale to low-income households.

Transferring the property to Habitat for construction of new housing will achieve the goals outlined in the City of Urbana and Urbana HOME Consortium Consolidated Plan FY 2015-2019. It will provide an opportunity for increasing the supply of affordable housing available to low- and moderate-income households, and will support new construction for homeownership sponsored by Community Housing Development Organizations (CHDOs) and other not-for profit organizations.

Options

1. Forward the Ordinance Authorizing the Sale of Certain Real Estate, located at 909 N. Harvey Street, to Habitat for Humanity of Champaign County, to the Urbana City Council with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate, located at 909 N. Harvey Street, to Habitat for Humanity of Champaign County, to the Urbana City Council with amendments to the contract.
3. Do not recommend that City Council approve the Ordinance Authorizing the Sale of Certain Real Estate, located at 909 N. Harvey Street, to Habitat for Humanity of Champaign County.

Fiscal Impacts

Conveying this property to Habitat will eliminate an estimated \$450.00 in annual maintenance costs that are incurred by the Community Development Block Grant (CDBG) Program for this property. The home constructed at this site would generate real estate taxes and will likely have a positive effect on surrounding property values. If the lot is not conveyed to Habitat, the City will continue to pay for ongoing maintenance until another viable affordable housing project is identified for the site.

Recommendations

At its February 27, 2018 meeting, the Community Development Commission voted unanimously to forward to the Urbana City Council a recommendation for approval of the Ordinance Authorizing the Sale of Certain Real Estate (909 N. Harvey Street) to Habitat for Humanity of Champaign County, Inc. for the development of affordable housing.

Staff recommends that the Urbana City Council approve the Ordinance authorizing the Sale of Certain Real Estate (909 N. Harvey Street) to Habitat for Humanity of Champaign County, Inc. for the development of affordable housing.

Memorandum Prepared By:


Randy Burgett
Housing Rehab Coordinator
Grants Management Division

Attachments:

1. AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL ESTATE
(909 N. Harvey Street)
 - a. Sales Contract
 - b. Attachment A - Land Use Restriction Agreement
 - c. Settlement Sheet
 - d. Warranty Deed
 - e. Quit Claim Deed
2. Site Location Map for 909 N. Harvey Street
3. Unapproved minutes from the February 27, 2018 regular meeting of the Urbana Community Development Commission

ORDINANCE NO. 2018-03-022

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
(909 North Harvey Street)**

WHEREAS, Subsection (a), entitled “Sale of real estate,” of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the requirements of said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council desires to sell the real estate commonly known as 909 North Harvey Street, which said property has heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. The Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Habitat for Humanity of Champaign County Inc., in substantially the form of the copy of said Contract attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

Section 3. 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 said execution of said Contract for Sale of Real Estate as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 4. 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 three-fourths of all the alderpersons then holding office and the Mayor (6 of 8 votes) of Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this ___ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ___ day of _____, _____.

Diane Wolfe Marlin, Mayor

CONTRACT FOR SALE OF REAL ESTATE

This Contract made and entered into this _____ day of _____, 2018, by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as Seller), and Habitat for Humanity of Champaign County Inc., an Illinois not-for-profit corporation (hereinafter referred to as Buyer).

WITNESSETH:

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO as follows:

- 1 Sale. Seller agrees to sell and convey, and Buyer agrees to buy, the following described parcel of real estate:

DESCRIPTION OF REAL ESTATE:

Lot 15 of O.S. Carman’s Second Subdivision, as per plat recorded in Book “I” at Page 60, situated in the City of Urbana, in Champaign County, Illinois

PIN: 91-21-07-280-010;

Commonly known as 909 North Harvey Street, Urbana, Illinois

(hereinafter referred to as Subject Property).

2. Purchase Price. Seller agrees to convey title to Subject Property for One Dollar (\$1.00) and other consideration as described herein.
3. Evidence of Title. Within a reasonable time, Seller shall select and deliver one of the following to Buyer as evidence of title:
 - a. A copy of the title insurance policy issued to the City in connection with acquisition of Subject Property by the City; along with a Warranty that the City has done nothing to encumber Subject Property since its acquisition (ALTA Statement); or
 - b. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property to Buyer for the amount of the Seller’s purchase price or the minimum amount of title insurance, whichever is greater.
 - c. Permissible exceptions to title shall include only the lien of general taxes; zoning laws and building ordinances; easements, apparent or of record, which do not

underlie the improvements, if any; and covenants and restrictions of record which are not violated by the existing improvements or the present use of the Subject Property and which do not restrict reasonable use of the Subject Property.

- d. Buyer shall submit in writing to Seller within a reasonable time after receipt of the evidence of title any objections that Buyer may have thereto and unless so pointed out the evidence of title shall be conclusively presumed to be accepted by Buyer.
- e. Seller shall have fourteen business days to cure any objections actually interfering with or impairing the merchantability of the title to Subject Property. If Seller is unable to cure such objections and is unable to procure a title policy insuring over such objections, then Buyer shall have the option to terminate the Contract.
- f. The evidence of title and title insurance shall be at the sole expense of the Seller.

4. Conveyance.

- a. Seller agrees to convey Subject Property to Buyer by good and sufficient Warranty Deed, subject to current general taxes, covenants, conditions, restrictions, easements apparent or of record, and to all applicable zoning laws and ordinances.
- b. At the time of closing of this transaction, a Warranty Deed from Seller in favor of Buyer shall be recorded with the Champaign County Recorders' Office and delivered to Buyer. At the same time, a Quitclaim Deed from Buyer in favor of Seller shall be placed in escrow with the City of Urbana Department of Community Development Services (hereinafter referred to as "Escrow Agent").
- c. In the event that Buyer constructs a single-family residence on Subject Property and is issued a Certificate of Occupancy for said residence by the Urbana Building Safety Division on or before March 30, 2021, or on or before the date established in any modification to this Contract, the Escrow Agent shall destroy said Quitclaim Deed. This covenant shall remain in full force and effect following the closing of this transaction.
- d. In the event that Buyer has not constructed a new single-family residence and at the Subject Property as of March 30, 2021, or as of the date established in any modification to this Contract, Seller may pursue its right under Section 17 (Default) and if this Contract is terminated, the Escrow Agent shall release said Quitclaim Deed to Seller. This covenant shall remain in full force and effect following the closing of this transaction.
- e. As an alternate to default, in the event the buyer has begun construction of a single-family residence on Subject Property as of March 30, 2021, or as of the date established in any modification to this contract, but has not received a Certificate of Occupancy for said residence as of that date, Seller retains the right

to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of March 30, 2021, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quitclaim Deed with the Champaign County Records Office and deliver to the Seller. This covenant shall remain in full force and effect following the closing of this transaction.

Any and all escrow charges shall be paid by Buyer.

5. Taxes and Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Sellers' expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments and additional assessments which are a lien upon the real estate as of the date of this Contract shall be Sellers' expense. Any sanitary district, municipal sewer or recycling, regular condominium, homeowners or lake association dues or charges apportioned through the date of possession, and any special or additional assessments which have received final approval by said government entity or association, even if not yet billed or due, shall be Sellers' expense. All such taxes and special assessments shall constitute a credit to Buyers against the purchase price, and shall release Sellers from any further liability to Buyers in connection therewith. Only if the most current tax information is the most recent tax bill, will the proration of current taxes include any regular annual drainage assessment.
6. Condition of Subject Property. Buyer agrees to accept Subject Property in its "as-is" condition, and Seller disclaims all warranties express or implied as to the physical condition of Subject Property. It is understood and agreed that because the subject parcel is vacant land, the Buyer waives receipt of any lead paint disclosure statements, or other statements regarding the condition of the premises as otherwise required by law.
7. Compliance with Development Codes. Any residence constructed pursuant to this Contract shall be constructed in accordance with all applicable land development, zoning, and building codes, and the visitability standards of the City of Urbana, Illinois, and with any and all covenants recorded for the subdivision in which Subject Property is located. Buyer shall be responsible for obtaining and paying for all permits required under said codes.
8. House Design. Any residence constructed pursuant to this Contract shall be substantially compatible in design and quality of construction with drawings previously submitted by

Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, may request alterations to the proposed house design so as to comply with this Section.

9. Use of Subject Property. The primary purpose of Buyer's activities undertaken pursuant to this Contract shall be construction of a single-family residence for sale to a low-income household through the Buyer's Homeownership Program. To ensure the residence constructed remains affordable housing occupied by a low-income household, a Land-Use Regulatory Agreement in substantially the form set forth as ATTACHMENT A to this Contract must be signed by all grantees to whom Habitat for Humanity conveys the Subject Parcel and recorded at the time of closing of such transaction and submit to the City a copy as proof of recording within 10 days of closing. The City of Urbana Indirect Homebuyer Assistance Land-Use Regulatory Agreement attached hereto and incorporated herein, is an essential part of this Contract.
10. Limitation on Subsequent Sale of Subject Property. Any residence constructed by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, to be in effect at the time Buyer accepts a household into its Homeownership Program. Buyer shall keep record of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
11. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this Contract until Buyer relinquishes ownership of the property. Buyer shall neither suffer nor commit any waste on or to Subject Property. Buyer agrees to promptly respond to any notices received from the City of Urbana, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
12. Construction Schedule. Buyer agrees to construct a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly constructed residence by the Urbana Building Safety Division on or before March 30, 2021, or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.

14. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, its officers, agents, and employees, harmless for any liability or damages of any nature or kind concerning undertaking of any activity pursuant to this Contract, including reasonable attorneys' fees incurred in defending against any such claim.
15. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.
16. Possession. Seller shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.
17. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
18. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be mailed by certified mail to such parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
20. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801

BY:

Diane Wolfe Marlin, Mayor

ATTEST:

Charles A. Smyth, City Clerk

BUYER:

Habitat for Humanity of
Champaign County Inc.
119 East University Avenue
Champaign, Illinois 61824

BY:

Sheila Dodd, Executive Director

ATTEST:

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 - a. A copy of the title insurance policy issued to the City in connection with acquisition of Subject Property by the City; along with a Warranty that the City has done nothing to encumber Subject Property since its acquisition (ALTA Statement); or
 - b. A commitment of title insurance issued by a title insurance company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to Subject Property to Buyer for the amount of the Seller’s purchase price or the minimum amount of title insurance, whichever is greater.
 - c. Permissible exceptions to title shall include only the lien of general taxes; zoning laws and building ordinances; easements, apparent or of record, which do not

underlie the improvements, if any; and covenants and restrictions of record which are not violated by the existing improvements or the present use of the Subject Property and which do not restrict reasonable use of the Subject Property.

- d. Buyer shall submit in writing to Seller within a reasonable time after receipt of the evidence of title any objections that Buyer may have thereto and unless so pointed out the evidence of title shall be conclusively presumed to be accepted by Buyer.
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to pay Buyer, in care of the Escrow Agent, an amount equivalent to the value of improvements in place on Subject Property as of March 30, 2021, or as of the date established in any modification to this Contract, taking credit against said amount for any outstanding liens or encumbrances against Subject Property, said liens including real estate taxes prorated up to the date Seller assumes possession under this paragraph, and for any fees or professional expenses incurred by the Seller as a result of the assumption of the Subject Property under this paragraph. Said value shall be certified to both Buyer and Seller by an architect licensed by the State of Illinois, doing business in Champaign County, Illinois and mutually acceptable to Buyer and Seller. The Escrow Agent shall deliver said payment to Buyer, and release and record said Quitclaim Deed with the Champaign County Records Office and deliver to the Seller. This covenant shall remain in full force and effect following the closing of this transaction.

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Buyer to the City of Urbana. Prior to issuance of any building permit by the Building Safety Division of the City of Urbana, Illinois, the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, may request alterations to the proposed house design so as to comply with this Section.

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10. Limitation on Subsequent Sale of Subject Property. Any residence constructed by Buyer on Subject Property pursuant to this Contract may subsequently be sold by Buyer only to a family having income at or below 80 percent of median family income for Champaign County based on household size. Applicable income limits are those certified by the Grants Management Division Manager of the Department of Community Development Services of the City of Urbana, Illinois, acting on behalf of the City, to be in effect at the time Buyer accepts a household into its Homeownership Program. Buyer shall keep record of compliance with this Section on file for inspection by representatives of the City and the U.S. Department of Housing and Urban Development.
11. Property Maintenance. Buyer agrees to keep Subject Property properly mowed and free of excess vegetation and debris at all times from the date of this Contract until Buyer relinquishes ownership of the property. Buyer shall neither suffer nor commit any waste on or to Subject Property. Buyer agrees to promptly respond to any notices received from the City of Urbana, Illinois, with regard to violation of the City's nuisance codes and to promptly correct any violation cited by said City. Buyer shall promptly pay all bills or charges incurred for materials, services, labor, or other like items that may create encumbrances against Subject Property. Buyer will become responsible for all property maintenance as of the date of this Contract.
12. Construction Schedule. Buyer agrees to construct a single-family residence on Subject Property such that a Certificate of Occupancy is issued for the newly constructed residence by the Urbana Building Safety Division on or before March 30, 2021, or, on or before a date established in any modification to this Contract.
13. Storage of Building Materials. Building materials needed to construct any residence pursuant to this Contract shall be stored within property lines and shall not be placed in the public right-of-way.

14. Seller Held Harmless. Buyer agrees to indemnify and hold Seller, its officers, agents, and employees, harmless for any liability or damages of any nature or kind concerning undertaking of any activity pursuant to this Contract, including reasonable attorneys' fees incurred in defending against any such claim.
15. Assignment. Buyer shall not assign this Contract without prior written consent of Seller to such assignment; provided, however, that Seller shall not unreasonably withhold such consent and further provided that no such assignment shall act as a discharge or release of Buyer's liability under this Contract.
16. Possession. Seller shall deliver possession of Subject Property to Buyer concurrently with closing of this transaction.
17. Default. If Buyer fails to perform any obligation imposed upon it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate. In the event of failure of Seller to perform obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period. The foregoing remedies in the event of default are not intended to be exclusive, and the parties shall have the right to all other lawful remedies, including specific performance. Default by Seller or Buyer shall entitle the non-defaulting party to claim as damages all reasonable costs, attorneys' fees, and expenses in connection with enforcement of this Contract.
18. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be mailed by certified mail to such parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.
19. Modification. No modification or extension of this Contract shall be effective unless in writing and executed by the parties hereto.
20. Terms Binding. All terms of this Contract shall be binding upon the heirs, legatees, devisees, representatives, and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

SELLER:

City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801

BY:

Diane Wolfe Marlin, Mayor

ATTEST:

Charles A. Smyth, City Clerk

BUYER:

Habitat for Humanity of
Champaign County Inc.
119 East University Avenue
Champaign, Illinois 61824

BY:

Sheila Dodd, Executive Director

ATTEST:

ATTACHMENT A

**CITY OF URBANA
INDIRECT HOMEBUYER ASSISTANCE
LAND-USE REGULATORY AGREEMENT**

THIS LAND-USE REGULATORY AGREEMENT (the "Agreement") is made and entered into as of this _____, 20__, by and between _____ (the "Borrower"), and the City of Urbana, Illinois, a unit of local government having its principal offices at 400 South Vine Street, Urbana, Illinois 61801, as the Lead Entity of the Urbana HOME Consortium (the "Grantor") as a condition of and in partial consideration for the Borrower's purchase of the property set forth below and delivery of a deed for that property to the Borrower pursuant to the agreement between the Borrower and _____ on _____.

RECITALS

- A. The Grantor 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 "HOME Act") and the regulations promulgated thereunder and codified at 24 CFR Part 92 (the "HOME 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 HOME Act and the HOME Regulations.
- B. The Grantor has elected to utilize _____ from the HOME Program to promote homeownership to low-income families through _____, whereby _____ acquired property located at _____, more particularly described in Exhibit A (the "Property") for re-sale to Borrower.
- C. The Grantor has determined that the rights and restrictions granted herein to the Grantor serve the public's interest in the creation and retention of affordable housing for low-income persons and families in the restriction of whom the Property may be resold to in order to assure the property's affordability by future low-income purchasers.

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 Borrower agrees to comply with the terms and conditions of the HOME Act and Regulations, as amended and supplemented from time to time.
3. BORROWER CERTIFICATIONS. The Borrower certifies to the Grantor the following.
 - (a) Household Income. At the time of execution of this contract, the Borrower's family income does not exceed eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by U.S. Department of Housing and Urban Development (HUD).
4. RESALE RESTRICTIONS DURING AFFORDABILITY PERIOD. The Borrower agrees that this Agreement shall restrict the subsequent sale of the Property to a household having income at or below eighty percent (80.0%) of the median family income based upon family size, for Champaign County, Illinois as determined by HUD. This requirement will terminate ten (10) years from the date on which this project is marked as Completed in the U.S. Department of Housing and Urban Development's Integrated Disbursement and Information System.
5. ACTS REQUIRING GRANTOR'S APPROVAL. Borrower shall occupy the Property as their principal residence until the conclusion of the affordability period, and not convey or transfer or encumber the Property, or permit the conveyance or transfer of the Property or any part thereof, without the written approval from the Grantor. In order to transfer the Property, the Grantor must document the household income of any new buyer to ensure that the new household's income is at or below eighty (80.0%) of the median family income based upon family size for Champaign County, Illinois as determined by HUD. Resale of the property will be conducted in the manner stipulated in the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan and incorporated into this Agreement as Exhibit B.
6. PROPERTY TRANSFER. If Borrower transfers ownership of the Property during the affordability period as defined in Section 4, the Borrower is allowed to receive a fair return of investment in the property. Homeowner investment is defined as the sum of downpayment, capital improvements, and loan principal payments. The sales price may also encompass the increase in the value of owner equity and investment as calculated by the cumulative percentage of change which is calculated by the Housing Price Index (HPI) calculator of the Federal

Housing Finance Agency. Resale provisions are subject to the Resale and Recapture Guidelines presented in greater detail in Exhibit B. Costs associated with repairs and maintenance shall not be included as homeowner investment. In this instance, the affordable price by which the property can be sold to a subsequent buyer results in a monthly housing cost for principal, interest, taxes and insurance of not more than 30% of the gross monthly income for a household below 80% of the area median income for the Champaign County Area.

- (a) Transfer to Low-Income Family. Borrower will be allowed to retain all sales proceeds if the Property is transferred to a low-income family as defined in Section 5 and in the manner stipulated in the 2015-2019 City of Urbana and Urbana HOME Consortium Consolidated Plan.

7. FORECLOSURE. The affordability requirements as stated herein may terminate upon foreclosure or transfer in lieu of foreclosure in accordance with HUD regulations at 24 CFR Part 92.254(a). Said restrictions shall include that Grantor may use purchase options, rights of first refusal or other preemptive rights to purchase the property before foreclosure or deed in lieu of foreclosure to preserve affordability.

8. VIOLATION OF AGREEMENT BY BORROWER. Upon violation of the requirements of this Agreement by the Borrower, Grantor shall give written notice thereof to Borrower. If such violation is not corrected to the satisfaction of Grantor within thirty (30) days after the date such notice is mailed, or within such further time as the Grantor 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 Borrower commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to be considered a violation), Borrower may declare a default under this Agreement, effective on the date of such declaration of default and notice thereof to the Borrower, and upon such default Grantor may:

- (a) Require that the Property be purchased by a household that meets the affordability requirements in Section 4.
- (b) If the Property cannot be purchased by a low-income family as defined in Section 4 or has been purchased by a non low-income household as defined in Section 4, Grantor requires that the HOME investment as defined in "Recital B" by the method outlined in this Agreement be repaid to the Grantor.

9. TERMS OF AGREEMENT; COVENANTS RUN WITH PROPERTY. The requirements and agreements set forth in this Agreement shall be deemed to run with, bind, and burden the Property and shall be deemed to bind any New Buyer and any other future owners of the Property and the holder of any legal, equitable, or beneficial interest therein for the Affordability Period.

10. INDEMNIFICATION.

- (a) The Borrower shall indemnify the Grantor and the Grantor'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 judgments, whether by direct suit or from third parties, arising out of the Borrower's purchase of the Property in any claim or suit brought by a person or third party against the Grantor or the Grantor's officers, agents, employees, or servants.
- (b) If a claim or suit is brought against the Grantor or the Grantor's officers, agents, employees, or servants, for which the Borrower is responsible pursuant to Subsection (a) above, the Borrower shall defend, at the Borrower's cost and expense, any suit or claim, and shall pay resulting claims, judgments, damages, losses, costs expenses, or settlements against the Grantor or the Grantor's officers, agents, employees, or servants.

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

12. 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.

13. NOTICES. Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY: Grants Management Division Manager
City of Urbana
400 South Vine Street
Urbana, IL 61801

TO: _____

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

BORROWERS:

Signature

GRANTOR:
CITY OF URBANA, ILLINOIS

By: _____
_____, Manager, Grants Management Division

Document Created By:
Grants Management Division
City of Urbana
400 South Vine Street
Urbana, IL 61801
217-384-2441

Return Document To:
Grants Management Division
City of Urbana
400 South Vine Street
Urbana, IL 61801
217-384-2441

Exhibit A: Legal Description

Lot 15 of O.S. Carman's Second Subdivision, as per plat recorded in Book "I" at Page 60, situated in the City of Urbana, in Champaign County, Illinois.

PIN: 91-21-07-280-010;

Commonly known as 909 North Harvey Street, Urbana, Illinois

Exhibit B:

**Urbana HOME Consortium
Resale and Recapture Guidelines for
HOME Program Activities**

The Urbana HOME Consortium will use HOME Investment Partnerships Program funds to provide housing for low-income persons. The forms of funding used to assist homebuyers and/or developers include: down payment assistance, development subsidies, or some combination of these methods. The Consortium will use the Recapture method of insuring affordability for all homebuyer activities in which direct HOME funds assistance is provided. The Consortium will use the Resale provision of insuring affordability when direct HOME funds assistance is not provided. Only one method shall be utilized for each project, the Recapture method is only allowed when there is direct HOME funds assistance provided.

Recapture Provisions

Subject to recapture are the HOME funds that are invested in a HOME assisted unit, as a direct subsidy to the homebuyer. The subsidy could include down payment assistance and the amount of each subsidy would be a minimum of \$1,000 and differ per each homebuyer. The minimum length of affordability is based on the total direct HOME funds assistance provided:

Total HOME Subsidy per unit	Minimum period of Affordability
Under 15,000	5 Years
\$15,000 to \$40,000	10 Years
Over \$40,000	15 Years

Affordability Requirements for the HOME Program

The period of affordability shall commence from the date the activity is identified as "completed" in HUD's Integrated Disbursement Information System (IDIS).

The Recapture Provisions are as follows:

- The Affordability Period shall be based on the total direct HOME subsidy to the homebuyer and does not take into account a development subsidy provided on the unit.
- The buyer must be purchasing the home to use as a principal residence. In other words, the buyer must intend to live in the home for the entire affordability period and not be buying the home for any other purpose, such as investment or rental property.
- Enforcement Mechanisms — Recapture provisions shall be detailed within each program written agreement between the homebuyer and a Consortium entity and enforced through a Notice of Use Restriction filed with the Champaign County Recorder's Office. The Urbana HOME Consortium members and designated Community Housing Development Organizations agree that, to the extent allowable by law, to secure the HOME funds, an agreement with the homebuyer, as well as a mortgage, promissory note, and land use regulatory agreement shall be executed for any HOME funded homeownership property. Each document will include the prescribed net sales proceeds provisions for the recapture of HOME

funds. The mortgage and promissory note are to be recorded against the title to the property.

- The requirements within shall be triggered upon sale or transfer of the HOME assisted property. As listed below:
- In the event of a sale, conveyance or other transfer of the property, excluding any one or more of the following (each, a "Permitted Transfer"): any sale, conveyance or transfer (A) to a spouse upon a dissolution of marriage, (B) to the surviving spouse upon the death of a joint tenant Owner, (C) by will, or (D) upon foreclosure or deed in lieu of foreclosure, provided however that there are no Net Proceeds from the foreclosure or deed in lieu of foreclosure or that the Consortium has received all or a portion of the funds from the Net Proceeds from the foreclosure or deed in lieu of foreclosure, then the Consortium shall receive a portion of the funds from the Net Proceeds.
- The Consortium will reduce the HOME investment amount to be recaptured from the Net Proceeds on a prorated basis for the time the Homeowner has owned and occupied the housing measured against the remaining years in the required Affordability Period. The prorated basis is as follows:
 - o First Year - 90% of HOME investment from available Net Proceeds
 - o Second Year - 70% of HOME investment from available Net Proceeds
 - o Third Year - 50% of HOME investment from available Net Proceeds
 - o Fourth Year - 30% of HOME investment from available Net Proceeds
 - o Fifth Year - 10% of HOME investment from available Net Proceeds
- The amount of recapture funds are subject to the availability of Net Proceeds available from the resale of the property. The term "Net Proceeds" shall mean the proceeds as indicated upon a closing settlement statement of the net amount to be paid to the seller. In the event that no such statement exists, "Net Proceeds" shall mean the amount equal to the sales price (X) minus any superior private debt (Y) and minus any reasonable closing costs (Z), as determined by the Consortium, including, but not limited to, title insurance, recording fees, Realtor's commissions or property taxes.
- Additionally, the assisted Homebuyer will agree within the Affordability Period, to not vacate and then lease the property. In the event that the Homebuyer should vacate and then lease the property within the Affordability Period, the Homebuyer agrees, upon written demand from the Consortium sent to the Homebuyer's last known address, to re-occupy the property within a reasonable time as determined by the Consortium and remain in the property until the expiration of the Affordability Period, If re-occupancy does not occur the Homebuyer agrees to repay the total amount of the HOME subsidy assistance to the Consortium. The repayment shall become due and payable upon the Consortium's demand.

Resale Provisions

Subject to Resale Provisions are the total HOME funds that are invested in a HOME-assisted unit in which no direct subsidy assistance is provided. The minimum length of affordability is based on the total HOME funds assistance provided:

Affordability Requirements for the HOME Program

Total HOME Subsidy per unit	Minimum period of Affordability
Under 15,000	5 Years
\$15,000 to \$40,000	10 Years
Over \$40,000	15 Years

The period of affordability shall commence from the date the activity is identified as "completed" in HUD's Integrated Disbursement Information System (ODIS).

The Resale Provisions are as follows:

- The Affordability Period is based on the total amount of HOME funds invested in a property.
- The buyer must be purchasing the home to use as a principal residence. In other words, the buyer must intend to live in the home for the entire affordability period and not be buying the home for any other purpose, such as investment or rental property.
- Enforcement Mechanisms — Recapture provisions shall be detailed within each program written agreement between the homebuyer and the Urbana HOME Consortium and enforced through a Notice of Use Restriction filed with the Champaign County Recorder's Office.
- Methods—The Resale option ensures that the HOME assisted unit remains affordable over the entire period of affordability. Resale Provisions must be used where there is no direct HOME funds assistance provided.
- The requirements within shall be triggered upon sale or transfer of the HOME assisted property. As listed below:
 - Within the Affordability Period, the Owner agrees to only sell, convey or otherwise transfer the property to a low-income buyer for a sales price that is affordable and provides a fair return on owner investment, excluding any one or more of the following (each, a "Permitted Transfer"): any sale, conveyance or transfer (A) to a spouse upon a dissolution of marriage, (B) to the surviving spouse upon the death of a joint tenant Owner, (C) by will to a low-income buyer, or (D) upon foreclosure or deed in lieu of foreclosure, provided however the Affordability Period has not expired and any resale of the property is to a low-income buyer who will occupy the property for the remainder of the Affordability Period.
- The term "low-income buyer" has an annual income, as adjusted for family size, that is less than or equal to eighty percent (80%) of the area median income (as defined by HUD) for the Champaign County area.
- For HOME-assisted projects that do not include direct buyer assistance, a resale restriction will be used, to be in effect for the duration of the affordability period. The affordability period is based on the amount of HOME assistance provided to the project. A land use restriction shall be recorded against the title to the property. This document will include a provision restricting the sales price such that it must be "affordable" to low-income buyers. In this instance, the affordable price results in a monthly housing cost for principal, interest, taxes and insurance

of not more than 30% of the gross monthly income for a household below 80% of the area median income for the Champaign County Area.

- For HOME-assisted, homeownership units, wherein HOME funds are not utilized to provide direct assistance to the homebuyer, net proceeds from the sale must provide the original homebuyer, now the home seller, a "fair return" on his/her investment (including any down payment and capital improvement investment made by the seller since purchase). The sales price may encompass the following in its formula:
 - The cost of any capital improvements, documented with receipts including but not limited to the following:
 - Any additions to the home such as a bedroom, bathroom, or garage;
 - Replacement of heating, ventilation, and air conditioning systems;
 - Accessibility improvements such as bathroom modifications for disabled or elderly which were not installed through a federal, state, or locally-funded grant program; and
 - Outdoor improvements such as a new driveway, walkway, retaining wall, or fence.
 - The increase in the value of owner equity and investment as calculated by the cumulative percentage of change which is calculated by the Housing Price Index (HPI) calculator of the Federal Housing Finance Agency (X) plus 1.00 times the total owner investment at time of purchase (Y) plus the documented improvements as described above (Z).
 - (Example - Home purchased in 2000 for \$50,000. The HPI for 2000-2004 stayed the same at +.03 for each year, which calculates to a cumulative percentage of .12. To calculate "fair return" one must multiply $\$50,000 \times 1.12 = \$56,000$, plus the documented improvements of \$4,000 would total \$60,000. The "fair return" to the seller would be the increase in value of \$60,000, minus the original investment of \$50,000 to equal a \$10,000 fair return.)
- Additionally, the assisted Homebuyer will agree within the Affordability Period, to not vacate and then lease the property. In the event that the Homebuyer should vacate and then lease the property within the Affordability Period, the Homebuyer agrees, upon written demand from the Consortium sent to the Homebuyer's last known address, to re-occupy the property within a reasonable time as determined by the Consortium and remain in the property until the expiration of the Affordability Period. If re-occupancy does not occur the Homebuyer agrees to repay the total amount of the HOME subsidy assistance to the Consortium. The repayment shall become due and payable upon the Consortium's demand.

SETTLEMENT SHEET

BUYER: Habitat for Humanity of Champaign County Inc.
SELLER: City of Urbana, Illinois
ADDRESS: 909 N. Harvey Street, Urbana, Illinois
PTN: 91-21-07-280-010
DATE: March 1, 2018 (60 day of 365)

GROSS PURCHASE PRICE:	\$1.00
ADDITIONS TO PURCHASE PRICE:	\$0.00
ADJUSTED PURCHASE PRICE:	\$1.00
CREDITS TO BUYER:	\$0.00
Down payment:	0.00
Real estate taxes:	
2017 P 2018	0.00 (exempt
Title services:	0.00 (POC by Seller)
Transfer tax:	0.00 (exempt)
Real estate commission:	0.00
Junk/debris liens:	0.00
UCSD:	0.00 (no service)
Sewer benefit tax:	0.00 (no service)
Recording fees:	0.00 (no encumbrances)
BALANCE DUE SELLER LESS CREDITS:	\$1.00

SETTLEMENT SHEET ACCEPTED BY:

Executive Director
For Habitat for Humanity of Champaign County

Date

Manager, Grants Management Division
City of Urbana, Illinois

Date

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, THE CITY OF URBANA, ILLINOIS, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority given by the City Council of the City of Urbana, Illinois, by virtue of Ordinance No. _____, CONVEYS AND WARRANTS to HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY INC., an Illinois not-for-profit corporation, the following described real estate, to-wit:

DESCRIPTION OF REAL ESTATE

Lot 15 of O.S. Carman's Second Subdivision, as per plat recorded in Book "I" at Page 60, situated in the City of Urbana, in Champaign County, Illinois.

PIN: 91-21-07-280-010;

Commonly known as 909 North Harvey Street, Urbana, Illinois

Subject to:

- (1) Real estate taxes for the year 2017 and subsequent years;
- (2) Covenants, conditions, restrictions, and easements apparent or of record;
- (3) All applicable zoning laws and ordinances.

IN WITNESSETH, said Grantor has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by Diane Wolfe Marlin, its Mayor, and attested by Charles A. Smyth, its City Clerk, this ____ day of _____, 2018.

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

ATTEST:

By: _____
Charles A. Smyth, City Clerk

This transaction is exempt under the provisions 35 ILCS 200/31-45(b)

Date: _____ Buyer, Seller, or Representative _____

Deed Prepared By:

Legal Division
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Return Deed, Send Tax Bill To:

Habitat for Humanity of
Champaign County Inc.
119 E. University
Champaign, Illinois 61820

Quitclaim DEED

THIS INDENTURE WITNESSETH, that the Grantor, HABITAT FOR HUMANITY OF CHAMPAIGN COUNTY INC., an Illinois not-for-profit, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS AND QUIT CLAIMS to THE CITY OF URBANA, ILLINOIS, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, all interest in the following described real estate, to wit:

DESCRIPTION OF REAL ESTATE

Lot 15 of O.S. Carman's Second Subdivision, as per plat recorded in Book "I" at Page 60, situated in the City of Urbana, in Champaign County, Illinois

PIN: 91-21-07-280-010;
Commonly known as 909 North Harvey Street, Urbana, Illinois

Subject to:

- (1) Real estate taxes for the year 2017 and subsequent years;
- (2) Covenants, conditions, restrictions, and easements apparent or of record;
- (3) All applicable zoning laws and ordinances.

Situated in the County of Champaign and State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this _____ day of _____, 2018.

Habitat for Humanity of Champaign County Inc.
An Illinois not-for-profit corporation

By: _____
Sheila Dodd, Executive Director

GIS Webmap Public Interface Champaign County, Illinois



110 Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

