

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 23rd day of March, 2020.

AYES: Brown, Colbrook, Hursey, Jakobsson, Miller, Roberts, Wu

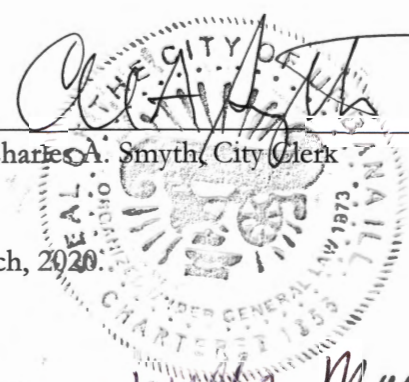
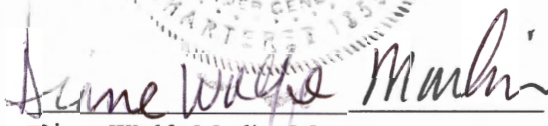
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 24th day of March, 2020.

Diane Wolfe Marlin, Mayor

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 9th day of April, 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.

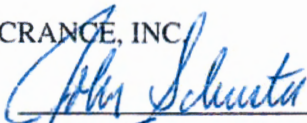
K. Counterparts and Copies. This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

SELLER:

ROSECRANCE, INC

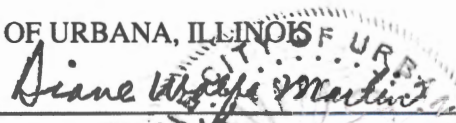
By:


Name: John Schuster
Title: SVP Finance & CFO

BUYER:

CITY OF URBANA, ILLINOIS

By:


Diane Wolfe Marlin
Mayor

Attest:

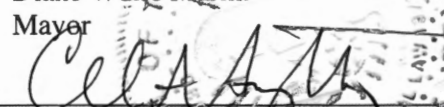

Charles A. Smyth
City Clerk



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