

Property Buyout Program Conditional Contract for Sale

THIS AGREEMENT is made and entered into by and between Lake County, hereinafter referred to as the PURCHASER, and Gurnee Grade School District #56, hereinafter referred to as the SELLER on this day _____ month _____ year _____.

WHEREAS, the PURCHASER is acting under a federal grant from the U.S. Department of Housing and Urban Development ("HUD") administered by the Illinois Department of Commerce and Economic Opportunity to purchase real property in the 41 Illinois Counties designated as a flood disaster under FEMA disaster declarations 1800, 1771, and 1747.

WHEREAS, SELLER owns that certain parcel of real property known as 900 Kilbourne Rd., Gurnee, IL (property address) and further described as on the Exhibit "A" attached hereto (the "Property

WHEREAS, the SELLER understands that there is no obligation to sell the Property under this program, but that the SELLER wishes to do so voluntarily, and that the power of eminent domain will not be used to acquire this property if SELLER chooses to not accept the offer made through the program.

WHEREAS, the SELLER understands that prorated taxes will not be deducted from SELLER proceeds, if any, and that SELLER is obligated to pay taxes up-to-date of closing as determined by the Closing Agency.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the PURCHASER and the SELLER hereby agree as follows:

1. The PURCHASER agrees to pay the SELLER for the Property the sum of **Two Million Seven Hundred Sixty Thousand dollars AND NO/0 cents (\$2,760,000.00)** (the "Purchase Price"). The Purchase Price will be, payable at settlement after the acceptance of this Agreement and approval of the SELLER'S title; provided that the SELLER can execute and deliver a general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances.

THIS AGREEMENT WILL BE VALID FOR A PERIOD OF UP TO 90 DAYS FROM THE DATE OF EXECUTION OF THIS AGREEMENT. SHOULD THE SELLER FAIL TO VACATE THE PROPERTY AND COMPLETE THE CLOSING WITHIN THIS 90-DAY TIMEFRAME, THE AGREEMENT SHALL BECOME NULL AND VOID AT THE SOLE DISCRETION OF THE PURCHASER.

2. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes, which are due and payable at the date of settlement. It is further understood that the funds being used for the purchase of the Property cannot and will not duplicate benefits received by the SELLER for disaster recovery. The SELLER will return any disaster aid money received if it amounts to duplicity of benefits.
3. The SELLER agrees that SELLER will execute all necessary documents to transfer fee simple title to the property to Lake County and also agrees to execute now and in the future, any and all documents required by the PURCHASER, DCEO and/or HUD to complete this transaction and to comply with Local, State or Federal Regulations.
4. The SELLER will not, without notification to the PURCHASER, remove any property considered a portion of the real estate without first providing prior written notice to the PURCHASER as well as an appraisal of such property to be removed. The value of the property so removed, as finally determined, will be deducted from the purchase price, if the purchase price has not been paid in full, or will be repaid by the SELLER within ten (10) days after removal if the purchase price has been paid to the SELLER. The value of the property removed will be solely determined by the PURCHASER and must be negotiated prior to removal.

Purchase Initial _____

Purchaser Initial _____

Seller Initial _____

Seller Initial _____

5. The SELLER understands that no fixtures, materials or improvements to the real estate may be removed from the premises, and, because of legal liability reasons, the PURCHASER will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the fair market value of the structure.
6. The SELLER understands that this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"), and will not claim any such benefits.
7. Closing or escrow payout shall be within 90 days from the date of this contract, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office or at a location mutually agreed upon by the parties.
8. SELLER shall deliver possession to PURCHASER at the time of closing. Possession shall be deemed to have been delivered when SELLER has vacated the Real Estate and delivered keys to the Real Estate to PURCHASER. SELLER shall have no further access to the property.
9. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, PURCHASER [check one] has has not received a completed Illinois Residential Real Property Disclosure Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family from Lead in Your Home"; [check one] has has not received a Lead-Based Pain Disclosure.
10. The general Real Estate taxes shall be prorated as of the date of Closing based on 100% of the most recent ascertainable full year tax bill. All proration shall be final as of Closing. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, SELLER has submitted or will submit in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said exemption(s). Property taxes must be paid current by the SELLER or funds provided by the SELLER to make them current by the time of Closing.
11. SELLER shall convey or cause to be conveyed to PURCHASER or PURCHASERS' designated Grantee good and merchantable title to the Real Estate by recordable, general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with the Real Estate transfer stamps to be paid by the SELLER (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing, covenants and restrictions of record, building lines, easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.
12. At the PROGRAM'S expense, the PROGRAM will deliver or cause to be delivered to PURCHASER or PURCHASER'S attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in SELLER or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to the items listed in paragraph 11. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by the PROGRAM will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to PURCHASER, then SELLER shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If SELLER fails to have unpermitted exceptions waived or title insured over prior to Closing, PURCHASER may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. SELLER shall furnish PURCHASER at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA insurance policy.

Purchase Initial

Purchaser Initial

Seller Initial

Seller Initial

13. At the election of PURCHASER, this sale shall be closed through as escrow with the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform to this Contract. The cost of the escrow shall be paid by the Illinois "Ike" Property Buyout Program.
14. The SELLER acknowledges that SELLER has had an opportunity to review this Agreement, that SELLER has had an opportunity, if the SELLER so chooses, to contact an attorney of SELLER's choice to review this Agreement, and that the SELLER fully understands the nature of this Agreement and hereby releases and agrees to hold the PURCHASER harmless from any and all claims arising out of or related to this Agreement or anything incident to the sale of the referenced real property.
15. ENVIRONMENTAL REVIEW: Notwithstanding any other provisions of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until Department of Commerce and Economic Opportunity (DCEO) has provided Purchaser and/or Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Purchaser may proceed, subject to any other Contingencies in this Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. DCEO shall use its best efforts to conclude the environmental review of the property expeditiously.

This Agreement is binding upon the heirs, executors, successors and assigns of all parties.

SELLER: _____ **DATE** _____ **WITNESS:** _____ **DATE** _____

SELLER: _____ **DATE** _____ **WITNESS:** _____ **DATE** _____

PURCHASER:

APPROVED AS TO FORM:

APPROVED:

NAME:
TITLE :

NAME:
TITLE:

By: _____
 Date

By: _____
 Date