

SALE AGREEMENT

This Contract for the purchase and sale of a building ("Contract") made effective and entered into on _____, 2017, by and between Nicasa, N.F.P., ("Nicasa" or "Purchaser") and County of Lake, ("County" or "Seller") on the following terms and conditions.

1. **Property.** County is the owner of and agrees to sell, and Nicasa agrees to buy, the building known as "Bridge House" located at 3016 Grand Avenue, Waukegan, Illinois, together with all improvements made to the Bridge House building owned by the County of Lake (the "Property") located on the premises legally described as follows: Starting at a point on the West fence line 20' North of the North end of the garage, thence East to a North/South line drawn through the center of the fire hydrant, thence South 210', thence West to the fence; thence North to the point of beginning. In the event the garage is removed, the applicable reference point shall be the north end of the cement slab on which the garage was formerly situated (the "Premises"). It is expressly understood that the real estate underlying the Bridge House building is and shall remain property of the County. The parties have agreed by a separate instrument to a Ground Lease for the footprint of the Bridge House building, and curtilage as more fully described in the Ground Lease.

2. **Purchase Price.** The parties have agreed that the Purchase Price for the Property and the Ground Lease to be entered into by separate agreement shall be \$259,200 (Two Hundred Fifty-Nine Thousand, Two Hundred and 00/100 Dollars), which shall be paid for by services to be provided by Nicasa to the County over a six year period ("Service Period") as more fully described as follows:

- A. Nicasa shall provide \$3600 per month value in "Payment" services and beds for residents of Bridge House as may be determined and assigned by the Circuit Court of Lake County and other agencies of the County of Lake. The services to be provided herein have a value of \$1200 per bed per resident per month. Should in any month, the requisite \$3600 in services not be provided the six-year Service Period shall be extended in a pro rata fashion to ensure the full payment of \$259,200 in services are in fact received by the County. This automatic extension of the Service Period shall be in addition to any other remedies allowed the County under this Agreement, including termination of this agreement as provided in Article 8 below.
- The payment period of these services shall commence on the date when the Sale Agreement has been fully executed by both the County and Nicasa and shall continue monthly until the termination date when full payment is received.

3. **Closing.**
Closing shall be on a mutually convenient day, time, and location.

- A. At the closing County shall provide Nicasa with a Bill of Sale effectuating the conveyance of the Bridge House building to the Purchaser.
- B. At the closing the parties shall sign duplicate signed originals of the Ground

Lease to the current location of the Bridge House Building, as more specifically defined in the said Ground Lease.

- C. At the closing Nicasa shall sign a lien agreement in a format for recording securing performance herein by a lien on the Property.

4. Obligations of Purchaser.

- A. Nicasa will use the Property as a community-based residence for men and women recovering from alcohol or other drug dependency and will maintain its status as a not-for-profit corporation serving members of the public without discrimination on account of race, color, creed, religion, national origin or ancestry, age, marital status, sex or handicap.
- B. Nicasa shall provide quarterly reports to the County at the address listed below (Need address inserted) or listed in Section 11 Miscellaneous Provisions to confirm that it has provided no fewer than ~~(#)~~ 3 (Three) beds per day at no cost for referrals made by agencies of the County of Lake. Each quarterly report shall identify the County Referral Agency, Client Number, and number of days in residence per client by month.
- C. Nicasa will pay all charges connected with its operation of the Bridge House Building including all license, permit and inspection fees, occupation and license taxes, and all utilities, including but not limited to all water, sewer, gas, oil, telephone and electric charges. Nicasa will cause all meters and accounts for gas, oil telephone, electricity and other similar services (except water and sewer) to be maintained in Nicasa's name. Nicasa's obligation to pay for all such utilities shall commence on the effective day of the Ground Lease as therein stated. Water and sewer will be prorated at \$3,832.50 a year. After the first year of this agreement, the water/sewer rate shall increase by CPI. Each additional person is \$255 a year.

| # of staff/residents | x365 | x70 gallons | /1,000 gallons | *\$10 |
|----------------------|------|-------------|----------------|-------------|
| 15 | 5475 | 383250 | \$ 383.25 | \$ 3,832.50 |

Estimated water usage 70 gallons per person/per day

Costs of water/sewer \$10 per 1,000 gallons

- D. Nicasa will comply, at its own expense, with all state, county, and municipal codes, ordinances, rules and regulations concerning the Property and Nicasa's use of the Bridge House Building.
- E. Nicasa will be responsible for all expenses relating to its operation of Bridge House and the repair and maintenance of the Property. Nicasa understands and agrees that the County has no obligation whatsoever to pay any expense relating to the operation or maintenance of the Property.

- F. Nicasa shall be responsible for obtaining all necessary fire, liability and workers compensation insurance for the Bridge House Building and its operation.
5. No representations or warranties. The County does not make any representation or warranty herein, including but not limited to the current condition of the Property. Nicasa accepts the Property in its current physical condition, including any unknown defects, and agrees to accept the Property in its current condition. Nicasa shall also be responsible for all yard maintenance within the Premises including lawn care and snow and ice removal on sidewalks as more particularly described in the Ground Lease.
6. Property and Person in the Property or the Premises() at Nicasa's risk. All property of any kind that may be in the Property or on the Premises shall be at the sole risk of Nicasa and the County shall not be liable to Nicasa or any other person for any injury, loss or damage to property or for injury to any person on ~~approaching or leaving~~ the Property or the Premises.
7. Indemnification. ~~NICAS~~ Nicasa agrees to full indemnify, save and hold harmless the County from and against all liability, loss, cost, damage and expense sustained by the County:
- A. Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or property resulting from the use or occupancy of the Property or the Premises;
 - B. Arising out of, or directly or indirectly due to, any maintenance, repair work or construction work done by Nicasa in or about the Property or the Premises;
 - C. Arising out of, or directly or indirectly due to, any ~~failure~~ failure of the ~~Lessee~~ Purchaser in any respect to promptly and faithfully satisfy its obligations under this Sale Agreement and the Ground Lease;
 - D. On account of or through the use of the Property or improvements by ~~the~~ Nicasa in any way which is inconsistent with the provisions of this Sale Agreement and the Ground Lease;

Further, the County shall give the ~~Lessor~~ Nicasa written notice within seven (7) calendar days of any such claims or actions. Nicasa shall have the right to investigate, compromise and defend the same to the extent of its own interest.

This provision is not intended to create any cause of action in favor of any person against ~~the~~ Nicasa or to enlarge in any way Nicasa's liability. This provision is intended to provide for the indemnification of the County from all liability, loss, cost, damages and expenses of any nature for damage to any person or property arising from the Lessee's use or occupancy of the Property or the Premises.

8. Breach of Agreement. If Nicasa breaches this agreement, the County may terminate this Agreement and the Ground Lease and recover possession of the Property. Prior to exercising this right of termination, however, the County must issue a Notice of Default, identifying the cause for termination and giving Nicasa ~~thirty (60)~~ 120 days to cure the failure. If the failure

is not cured within ~~thirty (30)~~ 120 days, the County may then terminate this Agreement and the Ground Lease and recover possession of the Property. Cause for termination shall include any breach of this Agreement or the Ground Lease that is not cured within the 120 day cure period, such as Nicasa's failure to provide the services stated above as payment for the Property and the Ground Lease, failure to maintain insurance as required by the Ground Lease, or failure to operate the Property as a community-based behavioral health facility.

9. Non-assignment without County approval. Nicasa may not assign this Agreement nor the Ground Lease except to another not-for-profit 501(c)(3) tax exempt behavioral health organization and only then with prior written approval by the County, which shall not be unreasonably withheld. Prior to such assignment being effective the assignee must agree to and sign all of the terms and conditions of this Sale Agreement and the Ground Lease. In the event of any such approved assignment, all other terms and conditions of this Sale Agreement and the Ground Lease shall remain in full force and effect.

10. County approval as landlord is not regulatory approval. It is expressly understood by the parties that any approval granted by the County as the Seller to Nicasa as Purchaser, herein does not mean that the County has also given its approval in its regulatory capacity.

11. Miscellaneous Provisions.

A. All notices required or desired herein shall be in writing and shall be deemed properly served if delivered in person or sent by registered or certified U.S. mail, return receipt requested, with postage prepaid to the following or to such other or additional parties and addresses as either Seller or Purchaser may subsequently designate by notice.

- (1) If to the County, then to: Gary Gordon, 18 North County Street, Waukegan, IL 60085
- (2) If to Purchaser, then to: Linda Snelten 31979 N. Fish Lake Rd. Round Lake, IL 60073

All notices properly given by mail as aforesaid shall be deemed to be received by the addressee five (5) business days after the date of the postmark.

All terms and covenants herein contained shall extend to and be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto.

All the agreements between the parties hereto in connection with this ~~Lease Sale Agreement~~ are contained herein and this ~~Lease Sale Agreement~~ may be modified only in writing through an amendment approved by the parties.

This Agreement shall be construed and enforced in accordance with the law of the State of Illinois.

This Agreement may be executed in one or more counterparts which, taken together, shall constitute a valid and binding contract. Both Purchaser and Seller acknowledge and represent to the other of their respective authority to enter into and sign this contract.

11. Effective Date of Agreement. The effective date of this contract shall be the date when it has been fully executed by both the County and Nicasa.

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

SELLER:
COUNTY OF LAKE

PURCHASER:
Nicasa
31979 N. Fish Lake Rd. Round Lake, IL 60073

By: _____

Date: _____

Date: _____

Exhibit "B" This exhibit is not referenced in the Sale Agreement. It needs to be added.

EXHIBIT "A"

LEGAL DESCRIPTION

in Lake County, Illinois.

