

**CONTRACT FOR SALE OF REAL ESTATE IMPROVEMENTS
AND LEASE TERMINATION AGREEMENT**

THIS CONTRACT FOR SALE OF REAL ESTATE IMPROVEMENTS AND LEASE TERMINATION AGREEMENT ("Contract") is made and entered into by and between CHAMPAIGN COUNTY HUMANE SOCIETY, INC., an Illinois not-for-profit corporation, hereinafter called "Seller", and THE COUNTY OF CHAMPAIGN, ILLINOIS, an Illinois municipal body, hereinafter called "Buyer";

RECITALS: Seller owns the building/improvements and has a leasehold interest in real property described on Exhibit A attached hereto ("Lease"), and which uses a common address of 1911 E. Main Street, Urbana, Illinois 61801.

Buyer has examined such real estate and the improvements located thereon ("the Improvements"), and desires to purchase the same. The parties have agreed upon the terms and conditions relating to the sale and purchase of said Improvements and now wish to reduce their said agreement to writing.

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

1. COVENANT OF SALE AND PURCHASE

Seller does hereby agree to sell and convey the Improvements to the Buyer and the Buyer does hereby agree to purchase the Improvements and pay for the same in the manner and at the times herein stated.

2. SELLING PRICE; LEASE TERMINATION FEE

The gross selling price of said Improvements, including all improvements located thereon, is the sum of FOUR HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$422,000.00) and such purchase price shall be paid in cash at closing. This amount represents an agreed value of \$450,000.00, reduced by \$28,000.00 for the remaining payments that would be due under the Lease. This reduction shall constitute a lease termination fee and upon Closing (defined below), the Lease shall have no further legal effect.

3. WARRANTY BILL OF SALE AND ACKNOWLEDGMENT

Seller agrees to cause to be executed a Warranty Bill of Sale under which instrument the Seller will warrant ownership of the Improvements. Such bill of sale shall be delivered to Buyer upon its payment in full of the purchase price hereinabove set forth. Additionally, at Closing the parties will execute a recordable Acknowledgment of Lease Termination to be recorded in the office of the Recorder/Clerk of Champaign County, in form satisfactory to both parties.

4. CLOSING AND POSSESSION

Possession of the Improvements shall be delivered at closing concurrently with the payment of the Price. Closing shall be held at a time and place designated by the parties on or before July 12, 2023.

5. REAL ESTATE TRANSFER DECLARATION AND TAX

No transfer tax applies to the transaction herein contemplated.

6. TAXES

The parties acknowledge that the Improvements have been and will continue to be exempt from property taxes. If any challenge is made to the exemption of the Improvement for the period prior to Closing, Seller will indemnify and hold harmless Buyer for any taxes that may be assessed.

7. CONDITION OF PREMISES

Subject to Buyer's inspection right described herein, Buyer accepts the Improvements in as-is condition as of the date on which this Contract is executed

8. EVIDENCE OF TITLE

Prior to Closing, Seller will provide at Seller's expense, a lien and UCC search showing that no encumbrances have attached to the Improvements or the land during Seller's occupancy thereof.

9. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

10. PERSONAL PROPERTY

No personal property is included in this transaction, except to the extent that any fixtures currently in place upon the Improvements may be identified as trade fixtures. All fixtures in place upon the Improvements as of Closing shall become the property of Buyer.

11. NOTICES

Any notice required under this contract shall be personally delivered or shall be mailed by certified mail to the parties as follows:

Buyer:	The County of Champaign, Illinois Office of the County Executive 1776 E. Washington Urbana, IL 61801
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With a copy to:	Mary Ann Royse Webber & Thies, P.C. 202 Lincoln Square Urbana IL 61801
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Seller: Champaign County Humane Society
4003 Kearns Drive
Champaign IL 61822

With a copy to: Darren Taylor
Harrington Law, LLC
201 W. Springfield, Suite 601
Champaign IL 61820

12. MISCELLANEOUS PROVISIONS

Time is of the essence of this Contract. All the agreements contained herein shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. This instrument is intended to constitute the entire agreement between the parties relative to the subject matter described herein, and no prior agreements or understandings, not set forth herein, shall continue to have any force or effect.

13. SIGNATURES

Signatures that are transmitted by email or telefacsimile shall be effective to bind the party for whom such signature is offered. This Contract may be executed in counterparts, which together shall constitute a complete instrument. This Contract is effective on the date of the last signature of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

SELLER:

CHAMPAIGN COUNTY HUMANE
SOCIETY, INC.

Darren Taylor
Print name: Darren Taylor
Title: President
Date: July 6, 2023

BUYER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS

Steve Summers
Steve Summers, County Executive

Date: 07/07/2023

EXHIBIT A
LEGAL DESCRIPTION

A tract or parcel of land, containing 3 acres, more or less, situated in Champaign County, State of Illinois, more particularly described as follows:

Commencing at the intersection of the South right-of-way line of East Main Street in the City of Urbana, Illinois, with the East line of Sec. 16, Township 19 North, Range 9 East of the 3rd Principal Meridian; thence South a distance of 583' along the East line of said Sec. 16 to the point of beginning; thence West a distance of 470' along a parallel of the East Main Street South Right-of-Way line; thence South a distance of 278.04' parallel with the East line of said Sec. 16; thence East a distance of 470' along a parallel of the East Main Street South Right-of-Way line to a point in the line of the East line of Sec. 16; thence North a distance of 278.04' along the East line of said Sec. 16 to the point of beginning, at the corner of a tract described in Book 648, Page 40 of the Champaign County Recorder's Office.