

MOW TO IMPROVE TO OWN VACANT LOT PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding MOU ("MOU") is made between the **City of Rockford, Illinois**, an Illinois municipal corporation acting through its Department of Community and Economic Development ("City"), and **Christie C. Williams**, a Rockford resident or community 501(c)(3) ("**Buyer**") - (City & Buyer, collectively, "**Parties**").

RECITALS

- A. City's mailing address and principle place of business for this MOU is located at 425 East State Street, Second Floor, Rockford, Illinois 61104;
- B. Buyer's mailing address or principle place of business (501(c)(3) organizations) for this MOU is located at 222 S Independence Ave, Rockford, IL 61102;
- C. City owns real property located at 218 S Independence Ave, Rockford, IL 61102
{Winnebago County Tax Parcel 11-21-285-004} ("**Property**");
- D. Buyer desires to purchase the Property as a side yard expansion for Buyer's home or land; &

NOW, THEREFORE, for good and valuable consideration, which receipt and sufficiency are acknowledged, the Parties mutually agree to the following terms and conditions.

TERMS & CONDITIONS

1. **PROPERTY**. The City agrees to sell and convey title to the Property by quit claim deed to Buyer, two years from the date of this MOU conditional upon the satisfaction of the terms and conditions of this MOU and in accordance with 65 ILCS 5/11-76-1 et. seq. Said quit claim deed shall be recorded in the Winnebago County Recorder's Office.

2. **CONSIDERATION**. Buyer agrees to pay to the City a total purchase price of One Thousand and 00/100 U.S. Dollars (\$1000.00) - ("**Purchase Price**") for the Property, which Buyer is required to make payable to the "City of Rockford" should the Buyer choose not to earn sweat equity or is in non-compliance with the terms of the program.

3. **IMPROVEMENTS AND MAINTENANCE OF THE PROPERTY**.

3.1. **CODE VIOLATIONS**. Buyer is required to correct all of the Property's code violations within sixty (60) days from the date the City executes the MOU to Buyer. Furthermore, Buyer is required to continue to maintain the Property in a manner consistent with Grantee(s) Application to the Mow to Own program, the identified maintenance and improvements and complying with all applicable local, state, and federal laws, regulations, and property/zoning codes.

3.2. **IMPROVEMENT PLAN**. Buyer agrees to fully perform and complete the Property's improvement plan within 24 months from the date of this MOU, as proposed and submitted by Buyer as part of the application and approved by the City. Within each quarter - March, June, September, and December - Buyer is required to submit proof (e.g. log sheet, pictures, receipts, work orders, etc.) of Buyer's improvements and maintenance to the Property and allow the City to inspect the Property to verify Buyer's work. All of Buyer's work on the Property is required to be performed in compliance with all applicable City of Rockford Building, Sanitation, Zoning, and Housing Codes.

3.3. **VACANT LOG COST REDUCTION.** The Buyer will receive credit towards the purchase price of the property per the following: Lawn moving \$50 per cut, maximum reimbursement \$500 per year; Leaf removal \$50 per removal, maximum \$100.00 per year; snow removal \$50 per snow removal on front and side (if applicable) sidewalk; value of identified and approved improvements; the cost of a lot will be reduced by ½ if the proposed buyer can demonstrate that they have been maintaining the lot the year prior to their application.

4. **DISCLAIMERS.**

4.1. **LEAD PAINT WARNING.** Buyer covenants that Buyer (i) read the lead paint warning statement and the associated pamphlets regarding Buyer's purchase of the Property, and (ii) possessed ample opportunity before becoming obligated under this MOU to conduct a risk assessment or inspection for the presence of any lead-based paint hazards. Parties agree this section survives the termination of this MOU and Property's reversion to City.

4.2. **PROPERTY'S "AS IS" & "WHERE IS" CONDITION.** Buyer agrees to accept title to the Property in its "as is" and "where is" condition with all faults and without any implied or express warranties or representations by the City including, without limitation, the following conditions of the Property: (i) suitability; (ii) habitability; (iii) fitness of Buyer's intended purposes of the Property; (iv) environmental site conditions; (v) zoning; (vi) adequacy of utility services; (vii) warranties of merchantability; or (viii) defects in the Property's title. Buyer agrees to indemnify, defend, release, and hold the City harmless for all conditions known or unknown to the Property. Parties agree this section survives the termination of this MOU and Property's reversion to City.

5. **INDEMNIFICATION.** Buyer agrees to release, indemnify, protect, defend, release, and hold the City harmless from any claims, losses, damages, costs, or expenses including but not limited to all reasonable attorneys' fees asserted against, incurred, or suffered by City resulting from any contract breaches, personal injuries, death, or property damages occurring in, on, about, or related to the Property, MOU, or Applications resulting from any causes before or after the Property is transferred to Buyer. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, other than a claim or demand arising out of the willful misconduct or gross negligence of the City or any City Representatives, or any inaccuracy of the City Information the Grantee will, at its sole cost and expense, resist or defend such action or proceeding. Nothing in this article or MOU restricts City's rights and remedies available at law or in equity. Parties agree this section survives the termination of this MOU and Property's reversion to City under the associated quit-claim deed.

6. **ASSIGNMENT.** Buyer agrees this MOU is intended only for Buyer and Buyer is strictly prohibited from assigning, leasing, or transferring any rights under this MOU without the City's prior, written consent, which consent may be granted or withheld at the City's sole discretion.

7. **NON-WAIVER.** Except as amended, modified, or agreed in writing between the Parties, the Parties agree no waiver of any provisions or the breach of any provision of this MOU constitutes a waiver of any subsequent breach of a provision described in this MOU nor justifying or authorizing the nonobservance of any other provisions described in this MOU.

8. **CONTINGENCY.** Buyer agrees this MOU and the City's obligation to convey the Property to the Buyer is contingent upon the passage of a committee report and ordinance by Rockford City Council authorizing the Property's transfer to Buyer, pursuant to 65 ILCS 5/11-76-1 et. seq.

9. **TERMINATION.** City is authorized to terminate this MOU at any time and for any reason. In the event the Buyer (i) fails to perform the terms of this MOU, (ii) violates the terms of the Application, including the timely payment of the Purchase Price, or (iii) Rockford City Council fails to pass an appropriate ordinance authorizing the transfer of the Property to Buyer, then this MOU: (a) automatically terminates, (b) will be of no further force or affect, and (c) neither party will possess further liability to the other arising out of this MOU,

except Sections 4, 6, and 7 of this MOU, which are intended to survive termination of this MOU.

10. **AMENDMENTS.** This MOU may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

11. **COUNTERPARTS.** This MOU may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same MOU.

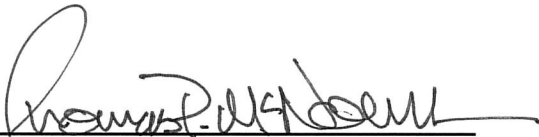
12. **SEVERABILITY.** If any term or provision of this MOU, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

13. **GOVERNING LAW.** Except as otherwise provided herein, this MOU shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers on the above date at Rockford, Illinois.

City of Rockford, Illinois,
an Illinois municipal corporation

Buyer,


Thomas P. McNamara, Mayor


Buyer

Effective Date: 6/24/24

Effective Date: 6/7/24

Attest:


Nicholas O. Meyer, Legal Director



11-11-11

