

**ORDINANCE M-2367**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND THE  
HOMEWOOD-FLOSSMOOR PARK DISTRICT FOR THE PURCHASE  
OF REAL PROPERTY AT 18355 PIERCE AVENUE BY THE  
VILLAGE OF HOMEWOOD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract and cooperate in the performance of their respective functions; and

WHEREAS, Section 10-7(a) of the Park District Code (70 ILCS 1205/10-7(a)) authorizes any park district owning and holding any real estate to sell that property to another unit of local government for public use; and

WHEREAS, Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) authorizes a municipality to acquire and hold real property for corporate purposes; and

WHEREAS, the Park District owns real property at 18355 Pierce Avenue, in the Village of Homewood, called Tower Park (the "Property") that it has offered to sell to the Village; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Homewood, Cook County, Illinois:

SECTION ONE – APPROVAL OF INTERGOVERNMENTAL AGREEMENT.

(a) The intergovernmental agreement attached as Exhibit A is hereby approved and the Village President is authorized to execute the agreement.

(b) The Village Attorney or his nominee is authorized to close the purchase on behalf of the Village. The Village Attorney or his nominee, elected officials, and members of the Village staff, as appropriate, are authorized to execute all documents necessary to complete this transaction.

SECTION TWO – EFFECTIVE DATE.

This Ordinance shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 26th day of August, 2025.

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENCES: \_\_\_\_\_

**Intergovernmental Agreement Between the Village of Homewood  
and the Homewood-Flossmoor Park District Regarding the  
Transfer of Property at 18355 Pierce Ave., known as Tower Park**

This Intergovernmental Agreement ("Agreement") is signed on \_\_\_\_\_, 2025, between the Village of Homewood, an Illinois municipal corporation ("Homewood"), and the Homewood-Flossmoor Park District, an Illinois park district organized under the Park District Code ("Park District") (collectively, the "Parties").

**RECITALS**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract and cooperate with one another in the performance of their respective functions; and

WHEREAS, Section 10-7(a) of the Park District Code (70 ILCS 1205/10-7(a)) authorizes any park district owning and holding any real estate to sell that property to another unit of local government for public use; and

WHEREAS, Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) authorizes a municipality to acquire and hold real property for corporate purposes; and

WHEREAS, the Park District is the owner of certain real property at 18355 Pierce Avenue, in the Village of Homewood called Tower Park and described in Exhibit A (the "Property"); and

WHEREAS, the Park District agrees to convey the Property to Homewood for Five Thousand Dollars (\$5,000.00), and the Parties desire to set forth their respective rights and obligations in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. Conveyance of Property**

The Park District shall convey to Homewood good and merchantable title to the Property by recordable Warranty Deed. Title when conveyed will be good and merchantable, subject only to covenants, conditions, and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

Before closing, the Park District shall remove all existing playground equipment from the site, except for the caterpillar climbing structure. The Seller shall deliver possession to the Buyer at Closing. This Contract is for the sale and purchase of the Real Estate in its "AS IS" condition as of the date both Parties approve this agreement.

## **2. Purchase Price**

Homewood shall pay the Park District Five Thousand Dollars (\$5,000.00) upon execution and delivery of the deed.

## **3. Closing**

The closing of the transaction shall occur by September 22, 2025, at a mutually agreed location. The Park District shall deliver a duly executed deed and any other documents necessary to effectuate the transfer.

## **4. Costs and Expenses**

Homewood shall pay all closing costs, including recording fees, survey, and title insurance, and escrow agent fees.

## **5. Title**

At Buyer's expense, Buyer will obtain a title commitment for an ALTA title insurance policy in the amount of the Purchase Price, subject only to covenants, conditions and restrictions of record and building lines and easements, if any, provided

they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. Seller shall furnish to Buyer 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.

## **6. Plat of Survey**

Buyer may, at Buyer's expense, obtain a Plat of Survey prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois.

## **7. Representations**

Each Party represents that it has the authority to enter into this Agreement and that all necessary approvals have been or will be obtained before closing.

Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller is not aware of, nor has Seller received any written notification from any association or governmental entity regarding:

- (a) boundary line disputes;
- (b) any pending condemnation or Eminent Domain proceeding;
- (c) easements or claims of easements not shown on the public records;
- (d) any hazardous waste on the Real Estate;

All Seller representations shall be deemed re-made as of Closing. If, before Closing, Seller becomes aware of matters that require modification of the representations previously made in this Paragraph, Seller shall promptly notify Buyer. If the issues specified in such Notice are not resolved before Closing, Buyer may terminate this Contract by Notice to Seller, and this Contract shall be terminated.

## **8. Indemnification**

Each Party agrees to indemnify and hold harmless the other from any claims arising from its acts or omissions in connection with this Agreement.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or understandings.

## **10. Amendments**

This Agreement may be amended only by a written instrument executed by both Parties.

## **11. Governing Law**

The laws of the State of Illinois shall govern this Agreement.

EXHIBIT A TO ORDINANCE M-\_\_\_\_\_

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Village of Homewood

By: \_\_\_\_\_

Name:

Title:

Homewood-Flossmoor Park District

By: \_\_\_\_\_

Name:

Title:

**Exhibit A – Description of Property and PIN**

A parcel with approximate dimensions of 135 feet x 184 feet originally dedicated to the Homewood Park District in the Plat of Subdivision titled “Anderson’s First Addition” recorded at the Office of the Cook County Recorder of Deeds on September 8, 1961 as document number 18270430.

PIN: 32-05-120-001-0000