

INTERGOVERNMENTAL AGREEMENT

Between the South Suburban Land Bank and Development Authority and the Village of Homewood for the Acquisition of Certain Properties Through Abandonment Proceedings

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into between the South Suburban Land Bank and Development Authority ("SSLBDA") and the Village of Homewood, a municipal corporation ("Village"), and shall commence on the date that the last signatory executes this IGA ("Effective Date").

Recitals

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, the Village and the SSLBDA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies; and

WHEREAS, SSLBDA, through its counsel Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer ("Ancel Glink"), works to acquire, manage and repurpose abandoned and blighted property within the Village and surrounding south suburban municipalities;

WHEREAS, the Village and the SSLBDA seek to enter into this IGA to encourage economic development, reduce blight, and improve property values.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to Prosecute Abandonment Proceedings: The Village authorizes and engages the law firm of Ancel Glink, to file and prosecute petitions for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d) on behalf of the Village for all parcels identified in Exhibit A ("Property"), to the extent allowed by law. The Village recognizes that some Properties may not be eligible for a declaration of abandonment. The Properties listed in Exhibit A may be amended from time to time by agreement of both Parties in writing.

3. Costs: SSLBDA will pay for all fees, including attorneys' fees and court costs, required to prosecute any and all abandonment proceedings filed under this Agreement.

4. Title to Abandoned Properties: If the Village obtains a judicial deed as a result of an abandonment proceeding initiated under this Agreement, the Village agrees to immediately convey fee simple title to the Property to SSLBDA for management and disposition in accordance with the terms of the SSLBDA by-laws and policies. SSLBDA shall be entitled to all proceeds from any future sale of any Property acquired by SSLBDA under this Agreement.

5. Compliance with Local Code; Village Authority: Notwithstanding any provision to the contrary, the Village does not waive any obligation of the SSLBDA to comply with all local laws.

6. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

7. Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expresses their agreement.

8. No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IGA.

9. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

10. Force and Effect. This Agreement shall be in force and effect as of the date that the last signatory executes this IGA

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

VILLAGE OF HOMEWOOD

By: 

Name: Richard A. Hofeld

Title: Village President

Date: 4/6/18

SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY

By: 

Name: Russell Rydin

Title: Executive Director

Date: 4/5/18

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in fact

EXHIBIT A

PARCELS APPROVED FOR ABANDONMENT PETITIONS

- (1) 17660 Dixie Highway, 29-31-116-026-0000, Owner: Cynara Baines, 17660 Dixie Highway, Homewood, IL 60430
- (2) 17924 S. Halsted Street, 29-32-401-026-0000, Owner: Harris Educational Center, NFP, 14833 LaSalle St., Dolton IL 60419
- (3) 3043 W. 183rd Street, 31-01-100-012-0000, KM Homewood LLC, 6723 Weaver Road #108, Rockford, IL 61114-8021

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