

Exhibit A

Mutual Release and Settlement Agreement

This mutual release and settlement agreement entered into this _____ day of _____ between the Village of Homewood, Illinois, an Illinois Municipal Corporation (hereinafter the "Village") and KM Homewood, LLC (hereinafter "Owner").

WHEREAS, Owner, as the owner of record, owned, maintained and controlled the following property within the Village of Homewood:

Lot 1 in Upham Subdivision, being a subdivision of the East 583.74 feet of the West 974.00 feet of the North 579.00 feet of the NorthWest 1/4 of the NorthWest 1/4 of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, recorded July 28, 1970, as Document 21221730 in Book 824 of Plats, Page 24, in Cook County, Illinois.

PIN: 31-01-100-012-0000
Commonly known as : 3055 183rd Street, Homewood, Illinois 60430

WHEREAS, the Village filed a complaint for demolition and other relief against Owner of the said property in Case 2022 M6 5897 alleging, among other things, that the property is vacant, dangerous, unsafe and being maintained in violation of the municipal code of the Village of Homewood and the laws of the State of Illinois; and;

WHEREAS, the parties desire to reach full and final settlement of the actions and all matters arising from the actions and have agreed to the settlement below and;

WHEREFORE, the parties agree as follows:

1. Village agrees to dismiss the above referenced lawsuit against all named Defendants with prejudice and without costs and to release Owner from all existing municipal police power liens, fines and related claims that are claimed or could be claimed against Owner due to the condition and ownership of the property.

2. In consideration for the release of claims and dismissal of the lawsuit, Owner shall convey, in lieu of demolition, good and merchantable title, free of all liens and encumbrances, except taxes for the property located at 3055 183rd Street, Homewood, Illinois, PIN 31-01-100-012-0000, to the Village of Homewood.

3. The Village of Homewood shall take the property subject to any and all real estate taxes assessed against the property and further the Village shall pay the costs of Title Insurance.

4. Both parties acknowledge that this settlement agreement shall not be construed as an admission of liability by any of the parties released.

5. This release and settlement agreement shall be construed under the laws of Illinois.

6. This release and settlement agreement contains the entire agreement between the parties.

The parties have carefully read this release and settlement agreement and know the contents and sign of their own free act.

VILLAGE OF HOMEWOOD, an Illinois
Municipal Corporation

KM HOMEWOOD, LLC

Rich Hofeld, Village President

By: 

Dated: _____

Its: MANAGE

Dated: 10/19/22

Attest:

By: _____
Marilyn Thomas, Village Clerk