

**INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF REAL PROPERTY
BETWEEN CITY OF PEORIA AND THE PEORIA HOUSING AUTHORITY**

This Intergovernmental Agreement (this "Agreement"), made as of this ___ day of _____, 2016 (the "Effective Date"), is entered into by and among the City of Peoria, (the "City") and Peoria Housing Authority (the "Authority"), which are sometimes referred to collectively herein as the "Parties."

RECITALS

WHEREAS, the Authority is a municipal corporation within Peoria County, Illinois, organized pursuant to the Illinois Housing Authorities Act (310 ILCS 10/1 *et seq.*);

WHEREAS, City is also a unit of local government within Peoria County, Illinois;

WHEREAS, the Authority owns property at 245 Green Street in Peoria, Illinois, commonly known as Taft Homes;

WHEREAS, the City owns property adjacent to Taft Homes, such property more fully described on the proposed quit claim deed attached hereto and incorporated herein as Attachment A (the "City Parcel");

WHEREAS, the Authority has determined it is necessary or convenient for it to use, occupy or improve the City Parcel for the benefit of Taft Homes and the residents therein,

WHEREAS, the City has no need for the City Parcel and wishes to assist the Authority by providing said real estate for use with Taft Homes or other purposes consistent with the Illinois Housing Authorities Act;

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorize units of local government to cooperate with each other in order to accomplish common goals and objectives, and to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Illinois Local Government Property Transfer Act (50 ILCS 605/0.01, *et seq.*) authorizes these conveyances as they are necessary and convenient in the making of public improvements;

WHEREAS, the Parties further consider it to be in their mutual interests and the interests of the public health, safety and welfare to enter into this Agreement to establish and set forth the respective rights and obligations of each party concerning the real property transfer described herein; and

WHEREAS, the Authority and City have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Authority and City hereby agree as follows:

SECTION I - INCORPORATION OF RECITALS

Section 1.01. The Recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect.

SECTION II - CONVEYANCE OF REAL ESTATE TO AUTHORITY

Section 2.01. Conveyance of City Parcel. In exchange for the consideration of TEN DOLLARS (\$10.00) paid by the Authority to the City, upon the Effective Date of this Agreement, the City shall convey all of its right, title and interest in the City Parcel to the Authority. Such conveyance shall promptly be memorialized in substantially the same form as the attached Attachment A.

SECTION III - MISCELLANEOUS PROVISIONS

Section 3.01. Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties in writing.

Section 3.02. Negotiated Agreement. This Agreement is the product of negotiation and preparation by and among the Parties. The Parties therefore expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another or their attorneys and will be construed accordingly.

Section 3.03. Mutual Assistance. The Parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates (including those substantially similar to Attachment A), as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

Section 3.04. Disclaimer. No provision of this Agreement, nor any act of the Authority or City, or their governing authorities shall be deemed or construed by either of the Parties, or by third parties, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Authority or City.

Section 3.05. Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

Section 3.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 3.07. No Personal Liability. The Parties agree that the individuals who are members of the corporate authorities of the Authority and City are entering into this Agreement in their corporate capacities only and shall have no personal liability in their individual capacities.

Section 3.08. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 3.9. Authority to Enter Agreement. Each party warrants and represents by its execution of this Agreement that it has full power and authority to enter into this Agreement and this Agreement was adopted by its respective bodies who have the power to adopt said Agreement upon proper resolution and vote at a meeting duly and lawfully called.

Section 3.10. Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

CITY OF PEORIA

By: _____
Mayor

ATTEST:

Clerk

(CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Jim Ardis and Beth Ball, personally known to me to be the Mayor and Clerk for the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, with full authority from said the City of Peoria, for the uses and purposes therein set forth.

Dated this ____ day of _____, 2016.

Notary Public

PEORIA HOUSING AUTHORITY

BY: _____
Chair, Board of Commissioners

ATTEST:

Secretary

(CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Ken Zika and Aurthur Perkins, personally known to me to be the Chair of the Board of Commissioners and Board Secretary for the Peoria Housing Authority, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, with full authority from said Peoria Housing Authority and for the uses and purposes therein set forth.

Dated this ____ day of _____, 2016.

Notary Public

ATTACHMENT A – PROPOSED QUIT CLAIM DEED

**QUIT CLAIM DEED
PEORIA COUNTY**

Prepared By:

Chrissie Peterson
Heyl, Royster, Voelker & Allen
300 Hamilton Blvd., P.O. Box 6199
Peoria, IL 61601

**Mail Tax Statement and
Return To:**

Peoria Housing Authority
100 S. Richard Pryor Place
Peoria, IL 61605

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, that GRANTOR, the City of Peoria, a unit of local government in the County of Peoria, State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, CONVEYS and QUIT CLAIMS to GRANTEE, Peoria Housing Authority, a municipal corporation organized pursuant to the Illinois Housing Authorities Act, also of the County of Peoria, State of Illinois, the following described real estate, to-wit:

See attached Exhibit A.

Parcel I.D.: 18-10-106-003

Commonly known as: 101 Irving Street, Peoria, Illinois 61603

situated in the County of Peoria, State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance is made consistent with and under authority from GRANTOR's Resolution #_____, and consistent with and under authority from GRANTEE's Resolution #_____, and is subject to the following:

Reservations, restrictions, covenants, conditions, zoning laws and easements of record.

Dated this ____ day of _____, 2016.

THIS IS AN EXEMPT TRANSACTION UNDER THE TERMS AND PROVISIONS OF SECTION 31-45(b) OF THE ILLINOIS REAL ESTATE TRANSFER TAX LAW (35 ILCS 200/31-45(b)).

CITY OF PEORIA

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the Mayor and Clerk of the City of Peoria, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, with full authority from said City of Peoria, for the uses and purposes therein set forth.

Dated this ____ day of _____, 2016.

Notary Public

EXHIBIT A

PARCEL 1:

Lots 7, 8 and 9 in Range 6 of MILL'S ADDITION to the Town, now City, of Peoria, the Plat of which is recorded in Plat Book "D", Page 68, in the Office of the Recorder of Peoria County, Illinois.

PARCEL 2:

Lots 5 and 6 in Range 6 of MILL'S ADDITION to the Town, now City, of Peoria, the Plat of which is recorded in Plat Book "D", Page 68, in the Office of the Recorder of Peoria County, Illinois.

PARCEL 3:

A strip of land 25 feet wide and extending back the full depth of lot off the South side of Lot 4, in Range 6 in MILL'S ADDITION to the Town, now City, of Peoria, the plat of which is recorded in Plat Book "D", Page 68, in the Office of the Recorder of Peoria County, Illinois.

PARCEL 4:

The North Half of Lot 4 in Range 6 of MILL'S ADDITION to the Town, now City, of Peoria, the Plat of which is recorded in Plat Book "D", Page 68, in the Office of the Recorder of Peoria County, Illinois; EXCEPT the North 15 feet of said Half Lot.

All of the above a subdivision in part of the West Half of the Northwest Quarter of Section 10, Township 8 North, Range 8 West of the Fourth Principal Meridian; situate, lying and being in the County of Peoria and in the State of Illinois.