

**INTERGOVERNMENTAL AGREEMENT FOR THE TRANSFER OF REAL ESTATE  
BETWEEN THE BOARD OF EDUCATION OF PEORIA SCHOOL DISTRICT NO. 150  
AND THE CITY OF PEORIA**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this 27<sup>th</sup> day of January, 2014, by and between the Board of Education of Peoria School District No. 150, Peoria County, Illinois (“Board”) and the City of Peoria, Peoria County, Illinois (“City”).

**WITNESSETH:**

**WHEREAS**, Board is a unit of local government created and existing by virtue of the laws of the State of Illinois; and

**WHEREAS**, City is a unit of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois and is also a home rule municipality as provided for in Article VII, Section 6, of the Constitution of the State of Illinois; and

**WHEREAS**, Board currently holds title to the parcels of real estate commonly known as 2138 North Prospect, Peoria, Illinois, 2142 North Prospect, Peoria, Illinois, 2144 North Prospect, Peoria, Illinois, 2206 North Prospect, Peoria, Illinois, 2208 North Prospect, Peoria, Illinois, and 2212 North Prospect, Peoria, Illinois, (collectively, the “Real Estate”) and legally described on Exhibit “A” attached hereto and made a part hereof; and

**WHEREAS**, the Board no longer needs the Real Estate for its educational needs and therefor desires to sell the Real Estate; and

**WHEREAS**, to facilitate the reasonable development of the Board’s property and the real property adjacent thereto, the Board and the City desire to see the Real Estate transferred or exchanged to facilitate this purpose; and

**WHEREAS**, the Board desires to cooperate with the City to seek purchasers of the Real Estate on such terms and conditions that are reasonably acceptable to the City and the Board; and

**WHEREAS**, upon securing purchasers to acquire the individual parcels that collectively constitute the Real Estate, the Board shall transfer title of the applicable Real Estate pursuant to the terms and conditions of this Intergovernmental Agreement and any individual real estate sale or transfer agreement to achieve the aforementioned goal; and

**WHEREAS**, Board has the authority to sell the Real Estate pursuant to Section 5-22 of the *School Code* (105 ILCS 5/5-22) in the manner provided in the *Local Government Property Transfer Act* (50 ILCS 605/0.01 *et seq.*); and

**WHEREAS**, Board finds that the Real Estate has become unnecessary, unsuitable, and inconvenient for the uses of the Board; and

**WHEREAS**, per Section 2 of the *Local Government Property Transfer Act*, the Board may transfer all of its right, title and interest in the Real Estate to City upon such terms as may be

agreed to by the parties, by an instrument of conveyance signed by the Board President, attested by its clerk or secretary and sealed with its corporate seal, all duly authorized by a resolution passed by two-thirds of the members of the Board then holding office, and duly recorded in the office of the recorder in the county in which the Real Estate is located; and

**WHEREAS**, Board and City are further authorized to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, the parties desire to utilize the powers granted them under Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act* to consummate the transaction contemplated by this Agreement; and

**WHEREAS**, both Board and City further find it in the best interests of the parties and their respective constituents that the Real Estate be conveyed to the City in accordance with the terms and conditions of this Intergovernmental Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Board and the City, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Board and City hereby covenant and agree as follows:

1. **Transfer of Real Estate.** The Board shall have until January 27, 2015 to seek and obtain purchasers for the Real Estate, or parties to exchange real property for the Real Estate (“Purchaser”), on such terms and conditions as are consistent with this Intergovernmental Agreement and are reasonably acceptable to the City and the Board. Upon such agreement between the City and the Board, the City shall enter into a contract with such Purchaser. The City, Board and Purchaser shall close on the transfer of the Real Estate in accordance with the terms and conditions of any applicable contract and this Intergovernmental Agreement. The Board shall be responsible for all of the City’s obligations in any real estate agreement to sell or exchange any particular parcel of the Real Estate. The purchase price, less closing costs, of the sale of any Real Estate shall be tendered to the Board at closing.
2. **Conveyance.** Board shall convey or cause to be conveyed to City by recordable quit claim deed, the Real Estate, subject to all restrictions of record (“Permitted Encumbrances”) on an AS-IS basis. Board makes no representations as to the condition, permissible uses or otherwise relating to the Real Estate unless specifically provided for in this Intergovernmental Agreement. Thereafter, the Real Estate shall be transferred to the Purchaser in accordance with the terms and conditions of the applicable contract.
3. **Delivery of Possession.** Board shall deliver possession and control of the Real Estate to City at closing subject to the Permitted Encumbrances.

4. **Notices.** All notices required hereunder shall be in writing and shall be delivered by first class U.S. Mail, return receipt requested or by overnight delivery with delivery confirmation to the addresses listed below:

If to Board: Dr. Dave Kinney, Interim Comptroller/Treasurer  
3202 North Wisconsin Avenue  
Peoria, Illinois 61603

with a copy to: James Levi  
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
3030 Salt Creek Lane, Suite 202  
Arlington Heights, Illinois 60005

If to City: City of Peoria  
419 Fulton St.  
Peoria, Illinois 61602

with a copy to: City Manager  
City of Peoria  
419 Fulton St., Suite 207  
Peoria, Illinois 61602

Notice shall be deemed given upon deposit in the U.S. Mail or deposit with an overnight delivery service.

5. **Default:** If, prior to the sale or transfer of the Real Estate, the Board or City defaults in the performance of any of the terms and conditions contained in this Intergovernmental Agreement, the non-defaulting party shall give a written notice to the defaulting party requiring that the default be cured within fifteen (15) days. If the default is not remedied within the fifteen (15) days after the first written notice, the non-defaulting party shall serve the defaulting party with a final notice of default indicating if said default is not cured within five (5) days thereafter, the non-defaulting party may terminate this Intergovernmental Agreement or take such equitable or legal action as is available to ensure compliance with the terms of this Intergovernmental Agreement.
6. **Time.** Time is of the essence of this Agreement.
7. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Illinois. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and the words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, joint ventures, and

other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.”

8. **Business Days.** If the date for transfer, or performance of an obligation falls on a Saturday, Sunday or holiday, the date shall be deferred until the first business day following.
9. **Entire Agreement.** Except as expressly provided in paragraphs 1 and 2, this Intergovernmental Agreement contains the entire agreement between the parties hereto relative to the transfer of the Real Estate and all prior and contemporaneous understandings and agreements heretofore entered into relating to such sale are merged in this Intergovernmental Agreement, which alone fully and completely expresses the agreement of the parties. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.
10. **Broker.** City and Board hereby represent that they have not had any dealings with respect to the Real Estate and this Intergovernmental Agreement with any broker or real estate dealer. Board and City agree to indemnify, defend and hold harmless each other against any brokerage claim asserted contrary to the foregoing representation with respect to the subject transaction.
11. **Waiver.** No waiver, and no modification, amendment, discharge or change of this Agreement, except as otherwise provided specifically herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such waiver, modification, amendment, discharge or change is sought.
12. **Binding Effect and Survival.** This Intergovernmental Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Any covenant, representation, or agreement by a party hereunder which by its terms or by implication imposes an obligation to be performed after the transfer shall survive the transfer.
13. **Captions.** The captions of this Intergovernmental Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Intergovernmental Agreement or any of the provisions hereof. Notwithstanding the foregoing, this provision shall not be construed to limit the legal authority of the parties to enter this Intergovernmental Agreement.
14. **Counterparts.** This Intergovernmental Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart; provided, however, that this Intergovernmental Agreement shall not be binding upon any party or signatory hereto until each person or entity which is to execute this Intergovernmental Agreement has so executed a counterpart thereof.

15. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper and necessary corporate authority to execute this Intergovernmental Agreement and bind his or her respective entity to the terms and conditions hereof.
16. **Amendment.** This Intergovernmental Agreement may only be amended by written agreement of both parties.
17. **Incorporation of recitals.** The recitals set forth above are true and correct and are incorporated in this Agreement by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement as of the day first above written.

**BOARD:**

**BOARD OF EDUCATION OF  
PEORIA SCHOOL DISTRICT NO. 150  
PEORIA COUNTY, ILLINOIS**

**By:** \_\_\_\_\_  
**Its: President**

**Dated:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its: Secretary**

**Dated:** \_\_\_\_\_

**CITY:**

**CITY OF PEORIA  
PEORIA COUNTY, ILLINOIS**

**By:** \_\_\_\_\_  
**Its: Mayor**

**Dated:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its: City Clerk**

**Dated:** \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Current Property Tax Identification Numbers	Legal Descriptions
14-34-332-008	SW 1/4 Section 34-9-8 East (91014816) BEG 100 N NW Corner Lot 1 Block 38 McGINNITY'S ADDITION: TH N 50  2142 N. Prospect
14-34-332-009	SW 1/4 Sec 34-9-8E (91-02947) Beg 50 N of NW Corner Lot Block 28 McGINNITY'S ADDITION: TH N 50 2138 N. Prospect
14-34-332-016	SW 1/4 Section 34-9-8E, Beg 50.75 S of SE Corner Glen Oak Park; Th S 6.13 E 146.25 W to POB 2208 N. Prospect
14-34-332-017	SW 1/4 Sec. 34-9-8E (93-20760_ Beg 116.88 S of SW Corner Glen Oak Park; Th S 45-07 E 146.45 N  2206 N. Prospect
14-34-332-001	Sub of SW 1/4 Sec 34-9-8E (94-35747) Beg. SW Corner of Glen Oak Park; TH South 50.75 E 146 N 50 West  2212 N. Prospect
14-34-332-007	14-34-332-007 2144 N. Prospect Rd.  SW 1/4 SEC 34-9-8E (94-20963) COMG 150 N OF NW COR LOT 1 Block 28 McGINNITY'S ADDITION: TH N