

THE CITY COUNCIL OF THE CITY OF MARKHAM, ILLINOIS

RESOLUTION NO. 13 - R - 485

A RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF MARKHAM AND SOUTHLAND HOMES LLC

WHEREAS, the City of Markham and Southland Homes LLC, an Illinois limited liability company, have extensively negotiated a Redevelopment Agreement to address the issues of distressed properties which are vacant and abandoned residential properties and the subjects of foreclosure and/or tax delinquency proceedings, water or municipal lien liability within the City of Markham;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Markham, Illinois, as follows:

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute the attached Intergovernmental Agreement.

Section 2. All resolutions or portions of resolutions in conflict with the terms and provisions of this resolution are hereby rescinded and revoked to the extent of such conflict.

Section 3. If any section, paragraph, subdivision, clause, sentence or provision of this resolution shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 4. This resolution shall be effective upon passage, approval and publication according to law.

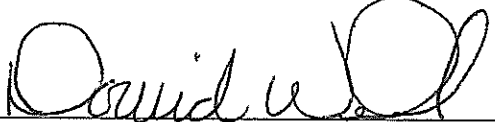
ENACTED BY THE CITY COUNCIL OF THE CITY OF MARKHAM, ILLINOIS,
ON THE 4TH DAY OF SEPTEMBER, 2013, ON THE MOTION OF ALDERMAN

Rondal Jones AND THE SECOND OF ALDERMAN

ERNEST Blevins AND THE FOLLOWING ROLL CALL VOTE:

3 AYES, 0 NAYS, 0 ABSTENTIONS AND 1 ABSENT

APPROVED BY ME THIS 4TH DAY OF
SEPTEMBER, 2013.



DAVID WEBB, JR., Mayor

ATTEST:



JENNIFER COLES, City Clerk

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this day of , by and between the **CITY OF MARKHAM** a body politic organized as a municipal corporation pursuant to the laws of the State of Illinois, (the "City"), and **SOUTHLAND HOMES LLC.**, an Illinois limited liability company (the "Developer").

RECITALS

WHEREAS, the City has undertaken efforts to promote economic development and home ownership within its borders and address the issues of distressed properties which are, vacant and abandoned residential properties and the subjects of foreclosure and/or tax delinquency proceedings, water or municipal lien liability within the City's corporate limits;

WHEREAS, the City in its efforts to address the aforementioned, has sought a developer who is competent and financially able to restore the distressed properties in their "AS IS" condition, under the terms and conditions set forth in this Agreement;

WHEREAS, Developer is seeking to assist the City in obtaining title, then renovating the aforementioned properties, thereby stabilizing the community, satisfying municipal obligations and returning properties to the tax rolls for the benefit of the City and its residents (the "Project");

WHEREAS, the City and Developer are working to eradicate blight by restoring these vacant, abandon properties which negatively impact the City of Markham and its residents and providing quality housing opportunities within the City's corporate boundaries;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

AGREEMENT

1. The Recitals set forth above are an integral part of this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Paragraph 1.

2. It is the intent and goal of the City and Developer to jointly cooperate in the completion of the Project as may be necessary or appropriate to carry out the terms and purpose of this Agreement.

3. The Developer represents and warrants that it has the financial ability and the expertise to acquire title and restore the distressed properties according to the terms and conditions stated in this Agreement.

4. The Developer shall submit the initial list of distressed properties within 72 hours upon passage by the City counsel of this agreement to the City attorney. It shall continue throughout this agreement providing the City with a list of identified distressed property prior to taking any action time. The Developer shall be responsible for all costs required in the filing of a

judicial deed or enforcement of municipal liens including but not limited to attorney fees, court cost, sheriff fees, recordation fees and postage, pursuant to courts rules and procedures . The City shall cooperate with the Developer in the process of obtaining title to the properties.

5. The City shall appoint the law firm of Grasso, Bass, P. C. or its co-counsel to act as special counsel for the sole purpose pursuing titles to distress properties as stated herein in the name of the City.

6. The developer shall have six (6) months from issuance of a judicial deed or a deed derived from a foreclosure proceeding vesting title in the City to obtain building permits and begin rehabilitation of the properties according to the terms and conditions of this agreement. The City shall provide full access to the Developer in order complete the renovation of the distressed properties

7. The City shall issue a deed to the Developer of any property obtained pursuant to this agreement upon its request and the issuance of a City occupancy permit.

8. The Developer must take title to properties obtained under this agreement within one (1) year of title vesting in the City as a result of this agreement.

9. The Developer shall satisfy the City lien with one (1) of receiving title or conveyance to a third party, whichever comes first. The City's lien and all fees paid by Developer toward obtaining title to any property herein shall constitute a lien which shall be utilized in any court proceeding undertaken pursuant to the terms and condition of this agreement.

10. The Developer shall promote homeownership in its efforts to transfer all distressed properties rehabilitated and renovated under the terms and conditions of this agreement.

11. The City agrees to cooperate with Developer to identify distressed properties and prepare and file liens at no cost the City.

12. City and Developer agrees to execute and deliver such other documents as are usual and customary in connection with the transfer of land including, without limitation, Bill of Sale, Affidavit of Title, ALTA Statements, Transfer Declarations and Closing Statement.

13. **City's Undertakings.**

13.1 The City agrees to take all action reasonably necessary to assist the Developer in obtaining title to the distressed Properties. This includes, but is not limited to, adopting an ordinance or resolution, providing water and municipal billing information, providing a representative of the City's building department to testify in court as to the properties' condition as required by law.

14. **City's Representations and Warranties.** As an inducement to enter into this Agreement, City represents and warrants to Developer as follows:

14.1 Execution and delivery of this Agreement by City and consummation of the transaction provided herein will not result in a breach of any of the terms or provisions or constitute a default of any other agreement to which City or the Properties are bound or be violative of any judgment, decree or order by which City or the Property is bound;

14.2 There is no condemnation, eminent domain or similar type proceeding pending affecting all or any portion of the Property, and City has received no written notice of the same nor does it have any knowledge that any such proceeding is contemplated.

14.3 There is and will be no action, suit or proceeding pending, or to the knowledge of City, threatened against or affecting all or any portion of the Property or relating to or arising out of the ownership, management or operation of the Property in any court or by any federal, state, county or municipal department, commission, board, bureau or agency. If any such action, suit or proceeding is commenced after the date of closing and the same relates to or arises out of the ownership, management or operation of the Property prior to closing, City shall indemnify, defend and hold Developer and its successors and assigns harmless from and against any and all loss, claim, cost, damage, expense and liability whatsoever which any of such parties may suffer or incur as a result of such action, suit or proceeding.

14.4 City is a body politic duly organized under the laws of the State of Illinois and has full right and power to enter into or perform its obligations under, this Agreement and has taken all requisite action to authorize the execution, delivery and performance of this Agreement and the Closing contemplated herein.

14.5 All representations and warranties of City contained in this Agreement shall be true on and as of the date of its execution and passage by the City council. These representations and warranties shall not merge into the closing documents, including any Deed given by City, but shall survive the Closing.

15. **Developer's Representations and Warranties.** As an inducement to enter into this Agreement, Developer represents and warrants to City as follows:

15.1 Performance. Developer as of the date of execution of this agreement will have full power and authority to perform all the terms and conditions stated herein.

15.2 Authority. All actions necessary to confer such authority on the individuals executing this Contract and all documents contemplated by this Contract has been taken.

15.3 No Conflict. Developer's entry into this Contract, execution hereof, and performance hereunder do not violate any other contract, mortgage, instrument, private formative instrument (such as a charter, articles of incorporation, bylaws, partnership agreement, or operating agreement), order, regulation, ordinance, or law to which Developer is bound.

15.4 No Consent. Developer does not require any consent, approval, or permission from any governmental or quasi-governmental authority or any private party to perform hereunder and consummate the transaction contemplated herein that shall not be given or

obtained at or prior to approval by the City council.

15.5 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees defaults, delinquencies, or deficiencies outstanding, pending, or threatened against Developer that would affect Developer's ability to perform hereunder

15.6 Funding. That the Developer has the financial capabilities to fund the title acquisition of the properties and competent contractors to renovate all distressed properties obtained pursuant to this agreement.

16. **Miscellaneous.**

16.1 This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

16.2 All notices, demands or requests which may or are required to be given by either party to the other shall be in writing and shall be sent by: (a) personal delivery; (b) overnight courier service; (c) United States certified mail, return receipt requested, addressed to the other party hereto at the address set forth below; or (d) by facsimile:

If to City:

Office of the Mayor
CITY OF MARKHAM
157 West 144th Street
Markham, Illinois 60827

Steven R. Miller
Miller & Ellison
17508 S. Carriageway Drive
Suite B
Hazel Crest, Illinois 60429

With a copy to:

Anthony B. Bass, Esq.
Grasso, Bass, P. C.
233 South Wacker Drive
Willis Tower Suite 2100
Chicago, Illinois 60602

If to Developer

With a copy to:

Or if written notification of a change of address has been sent, to such other party and/or to such other address as may be designated in that written notification. Notices shall be deemed received and effective upon delivery. Notices from counsel to City shall for all purposes hereunder constitute notice from City. Notices from counsel to Developer shall for purposes hereunder constitute notice from Developer.

16.3 All of the provisions of this Agreement shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

16.4 The headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

16.5 This Agreement contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Agreement cannot be changed orally or terminated orally.

16.6 Except as otherwise herein expressly provided, the covenants, conditions and agreements in this Agreement shall bind and inure to the benefit of the City and Developer and their respective successors and assigns.

16.7 All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity of entities or any other thing or things may require. "Any" or "any" shall mean "any and all"; "or" shall mean "and/or"; "including" shall mean "including, but not limited to".

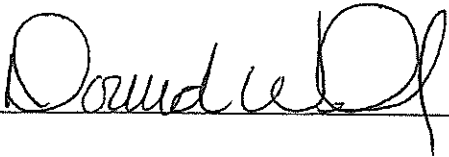
16.8 This agreement is subject to approval by the Board of Aldermen of the City Markham.

16.9 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of the Agreement shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereby have set their names and affixed their seals or caused their names to be set and affixed hereto on the date first above mentioned.

CITY:
CITY OF MARKHAM

DEVELOPER:
SOUTHLAND HOMES LLC.

By: 

By: _____

Dated: 9/4/13

Date: _____

List of Distress Properties

Water liens

16617 Wolcott

15700 Turner

16230 St Louis

16530 Sawyer

15625 Sawyer

Municipal lien

16100 Circle Drive 2 liens

16400 Honore 2 liens

16205 Laflin

16326 Justine

16448 Woods