

Doc#: 0330931162

Eugene "Gene" Moore Fee: \$36.00

Cook County Recorder of Deeds

Date: 11/05/2003 03:01 PM Pg: 1 of 7

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK, ILLINOIS AND THE CITY OF HARVEY, ILLINOIS IN RELATION TO DEMOLITION LIENS

THIS AGREEMENT is made effective as of the 3rd day of November, 2003 between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), and the City of Harvey, an Illinois Municipal Corporation (the "City").

WHEREAS, the County cod the City are home rule units pursuant to Article VII, Section 6 of the 1970 Illinois Constitution; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act provide for the ability to enter into intergovernmental agreements;

WHEREAS, the County has been designated an Urban County pursuant to the Housing and Community Development Act of 1974 (the "Act") as amended from time to time, and receives Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Act; and

WHEREAS, the City participates in the County's CDBG Frugram; and

WHEREAS, The City conducted demolitions at the properties described in Exhibit A which is attached hereto and made a part hereof (the "subject properties") which demolitions were conducted pursuant to court orders or an agreement with the owners authorizing the demolition and the imposition of a lien; and

WHEREAS, the City applied for funds from the CDBG Program for the costs of the boardups and the demolitions of the structures on the subject properties; and

WHEREAS, the County informed the City that the County would provide funds under the CDBG Program for all the costs of the demolitions, except for the related attorney's fees; and

WHEREAS, the County has provided the City the funds amounting to the costs other than the attorneys fees; and

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WHEREAS, the County and the City have agreed to under on the liens, that the City will reimburse the County in the manner set out herein for the cost reimbursed by the County to the City, said amounts being set out in Exhibit A hereto ("reimbursement amount");

WHEREAS, the County has determined that it is in the best interests of the County and the County's Community Development Block Grant Program to enter into this Agreement; and

WHEREAS, the City has determined that it is in the best interests of the City to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual considerations contained in this Agreement, the County and the City agree as follows:

- That the foregoing recitals are made a part hereof and incorporated herein by 1. reference
- That the County and the City agree that, in the event that the City receives payment of a lien or liens, that the City shall pay over to the County the full reimbursement amount. 2. Provided, however, in the event that the City receives and wishes to accept an offer for payment in less than the reimbursement amount in full for a lien or liens on the subject properties, the City shall notify the County in writing as to said offer. The County has sole discretion as to whether the City may compromise the lien for less than the full reimbursement amount of the lien or liens. If the County agrees that the City may accept less than the full amount of the lien or liens, it shall inform the City in writing of its agreement. The City, in the event the County agrees in writing to accepting less than the full amount of the lien or liens, shall pay to the County the percentage of the reimbursement amount, which percentage is the propor ion of the lien amount that is attributable to the costs reimbursed to the City by the County. Said lien amounts, reimbursements amounts, and percentages attributable to expenditures by the County are defined in Exhibit A hereto.
 - This Intergovernmental Agreement may not be terminated except by the repayment of the debt as required herein or by action of the corporate body of each party hereto. 3.
 - This Agreement may not be amended, except by written agree nent and resolution of both 4. 4. the parties hereto.
 - In case of default in the terms of this Intergovernmental Agreement or in any instance where notices are required, said notices shall be sent to: 5.

COUNTY:

Gwendolyn D. Clemons, Director

Cook County Department. of Planning and Development

69 W. Washington Street, 29th Floor

Chicago, IL 60602

CITY:

The Honorable Eric J. Kellogg

City of Harvey

15320 Broadway Avenue Harvey, IL 60426-7539

or as otherwise designated by

That the City recognizes and agrees that it has a continuing obligation to comply with all federal, state and local laws, ordinance, rules and regulations that impact this Agreement. 6:

City of Harvey, Illinois County of Cook, Illinois By: By: James L. Eldnoge, Jr. Chief Administrative Office ATTEST: ATTEST: County Clerk (SEAL) APPROVED AS TO FORM: APPROVED AS TO FORM:

Assistant State's Attorney

Prepared by: Kathryn L. Samuelson, Cook County Department of Planning and Development, 69 W. Washington Street, 29th Floor, Chicago, Illinois, 60602, (3(2) 603-1000 750 Price

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UNOFFICIAL CC

Lot 1, except the East 203 feet in Block 27 in South PARCEL 1: LEGAL DESCRIPTION: Lawn Subdivision in Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

14901 Vincennes, Harvey, IL 60426.

PERMANENT INDEX NUMBER:

29-08-418-001-0000

LIEN AMOUNT:

\$4,724.67

REIMBURSEMENT AMOUNT:

\$3,877.42

PERCENTAGE:

82%

Lot 17 in Block 188 in Harvey, a subdivision of the Southeast 1/4 and the East ½ of the Southwest 1/4 of Section 7, Township 36 North, Range 14 PARCEL 2: LEGAL DESCRIPTION: East of the Thira Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

14724 Page, Harvey, IL 60426.

PERMANENT INDEX NUMBER:

29-07-404-033-0000

LIEN AMOUNT:

\$10,012.78 \$8,908.78

REIMBURSEMENT AMOUNT: PERCENTAGE:

88.9%

Lot 29 in Block "T" in Academy Addition to Harvey, being a subdivision of that part of Northwest 1/4 of Section 9, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, lying South of Calumet River and West of Illinois Central Railroad and all that part of Northeast 1/4 of Section 8, Township 36 North, Range 14, lying South of Thornton Road and except also the South 35 acres of the East ½ of the West 1/2 of the Northeast 1/4 of Section 9, Townshi, 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

14641 Jefferson, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-08-228-014-0000

LIEN AMOUNT:

\$11,645.74

REIMBURSEMENT AMOUNT:

\$11,070.74

PERCENTAGE:

95.06%

Lot 7 and the North ½ of Lot 6 in Blook 81 in Harvey

in Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County,

Illinois.

COMMON ADDRESS:

15412 Turlington, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-17-122-018-0000

LIEN AMOUNT:

\$6,927.53

REIMBURSEMENT AMOUNT:

\$6,353.78

PERCENTAGE:

91.71%

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PARCEL 5: LEGAL DESCRIPTION: The South ½ of Lot 16 and all of Lot 17 in Block 137 in Harvey, a subdivision of the East ½ of the Northeast 1/4 of Section 18, Township 36 North, Range 14 East of the Third Principal Meridian and being situated in the County of Cook, State of Illinois.

COMMON ADDRESS:

15232 Marshfield, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-18-214-030-0000

LIEN AMOUNT:

\$8,376.40

REIMBURSEMENT AMOUNT:

\$7,469.40

PERCENTAGE:

89.17%

PARCEL 6: LEGAL DESCRIPTION: The South ½ of Lot 4 and all of Lot 5 in Block 137 in Harvey, a subdivision of the East 1/2 of the Northeast 1/4 of Section 18, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDR'ESS:

15208 Marshfield, Harvey, IL 60426

PERMANENT INDEX JUMBER:

29-18-214-021-0000

LIEN AMOUNT:

\$8,141.04

REIMBURSEMENT AMOUNT:

\$7,342.04

PERCENTAGE:

90.19%

PARCEL 7: LEGAL DESCRIPTION: Lot 42 in Block 174 in Harvey, a subdivision of the Southeast 1/4 and the South ½ of the Southwest 1/4 of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

14723 Hoyne, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-07-306-015-0000

LIEN AMOUNT:

\$8,015.78

REIMBURSEMENT AMOUNT:

\$7,354.78

PERCENTAGE:

91.75%

PARCEL 8: LEGAL DESCRIPTION: Lot 28 in Block 62 in Harvey, a subdivision of that part of Section 17. Township 36 North, Range 14, lying West of the illinois Central Railroad together with Blocks 53, 54, 55, 62 to 66, 68, to 84 and that part of Block 67 lying South of the C & G.T.R.R. in South Lawn a subdivision of Section 17 and the South ½ of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

15241 Loomis, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-17-109-022-0000

LIEN AMOUNT:

\$6,997.05 \$6,332.80

REIMBURSEMENT AMOUNT: PERCENTAGE:

90.51%

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PARCEL 9: LEGAL DESCRIPTION Harvey, being a subdivision of the North ½ of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of the Northwest Fractional 1/4 of Section 8, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COMMON ADDRESS:

14630 Lexington, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-08-123-031-0000

LIEN AMOUNT:

\$5,515.44

REIMBURSEMENT AMOUNT:

\$4,860.44

PERCENTAGE:

88.12%

LEGAL DESCRIPTION:

West ½ of West ½ of Lot 8 in Block 1 in

Robertson and Young's First Addition to Harvey in the Southeast 1/4 of Section 18, Township 36 North, Range 14 Fast of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDREGS

137 W. 155th Place, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-18-400-030-0000

LIEN AMOUNT:

\$5,794.46

REIMBURSEMENT AMOUNT:

\$5,264.46

PERCENTAGE:

90.85%

Lot 7 and the South 1/2 of Lot 6 in Block 63 of LEGAL DESCRIPTION: Harvey, a subdivision of that part of Section 17, Township 36 North, Range 14, lying West of the Illinois Central Railroad, together with Blocks 53, 54, & 55, 62 to 66, 68 to 84 and that part of Block 67 lying South of the C & G.T.R.R. all of South Lawn a subdivision of Section 17 and the South ½ of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

15212 Turlington, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-17-110-025-000

LIEN AMOUNT:

\$8,852.70

REIMBURSEMENT AMOUNT:

\$8,154.70

PERCENTAGE:

92.16%

Lot 45, except the South 1 foot thereof, in Block

70 in Harvey, a subdivision of part of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and also the South 2 inches of Lot 46 in Block 70 in Harvey, a Subdivision of Part of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

15307 Center, Harvey, IL 60426

PERMANENT INDEX NUMBER:

29-17-211-052-0000

LIEN AMOUNT:

\$10,046.49

REIMBURSEMENT AMOUNT:

\$6,376.99

PERCENTAGE:

63.47%

PARCEL13:

LEGAL DESCRIPTION:

The South 1 foot of Lot 45 and all of Lot 44 and

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the North 10 feet of Lot 43 in Block 70 in Harvey in Section 6 and 7, Township 36 North,

Range 14 East of the Third Principal Meridian, in Cook County, Illinois. 15309 Center, Harvey, IL 60426. **COMMON ADDRESS:**

PERMANENT INDEX NUMBER:

29-17-211-053-0000

LIEN AMOUNT:

\$8,245.80

REIMBURSEMENT AMOUNT:

\$7,543.30

PERCENTAGE:

91.48%

Property of County Clerk's Office