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2002-08-26 15:00:57  
Cook County Recorder 63.50



0020938138

MAIL TO: SCOTT BORSTEIN  
SHEFSKY & FROELICH  
444 N. MICHIGAN  
#2500  
CHICAGO 60611

**AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND**

(The Above Space For Recorder's Use Only)

This AGREEMENT is made on or as of the 6<sup>th</sup> day of June, 2002, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and The North Park University, formerly known as North Park College and Theological Seminary, an Illinois not-for-profit corporation ("Not For Profit Agency"), located at 3225 West Foster Avenue, Chicago, Illinois 60625. KAWBOT

**RECITALS**

**WHEREAS**, the Not For Profit Agency holds legal title to certain parcels of real property ("Abutting Parcels") which are located at 3201 to 3225 West Foster Avenue; 3300 to 3324 West Carmen Avenue; 5101 to 5157 North Christiana Avenue; 5100 to 5158 North Spaulding Avenue and 5103 to 5157 North Spaulding Avenue, County of Cook, State of Illinois, and which are currently used for educational, charitable or philanthropic purposes, and for those structures and additional uses which are reasonably necessary to permit such educational, charitable or philanthropic purposes, and other similar uses and facilities; and

**WHEREAS**, on May 1, 2002, the City Council of the City of Chicago approved an ordinance a copy of which is attached as Exhibit A and which is hereby incorporated ("Ordinance") which Ordinance provided for the vacation of that part of North Spaulding Avenue lying between the south line of West Foster Avenue and the northerly line of the north branch of the Chicago River, together with all of the alleys in the block bounded by West Foster Avenue, West Carmen Avenue, North Christiana Avenue and North Spaulding Avenue (hereinafter referred to as "Property"), the Property being more particularly described in Exhibit A; and

**WHEREAS**, the vacation provided in the Ordinance is conditioned upon the execution and recording by the Not For Profit Agency of a redevelopment agreement that provides that the Property shall be used only for educational, charitable or philanthropic purposes and for those structures and additional uses which are reasonably necessary to permit such educational, charitable and philanthropic uses, and other similar uses and facilities;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PASSAGE AND APPROVAL OF THE VACATION ORDINANCE AND THE VESTING OF TITLE IN THE NOT FOR PROFIT AGENCY, WITHOUT THE REQUIREMENT THAT THE NOT FOR PROFIT**

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AGENCY PAY COMPENSATION TO THE CITY, THE NOT FOR PROFIT AGENCY DOES HEREBY AGREE WITH AND COVENANT TO THE CITY OF CHICAGO AS FOLLOWS:

SECTION 1. IMPROVEMENTS.

The Not For Profit Agency agrees to construct structures and facilities on the Property in accordance with drawings which are attached and incorporated as Exhibit B ("Improvements"). No material deviation from Exhibit B shall be made without the prior written approval of the City's Department of Transportation ("CDOT").

The Not For Profit Agency shall be solely responsible for and shall pay all costs of the Project, including: the relocation, installation or construction of public or private utilities; curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of the Not For Profit Agency's redevelopment; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

SECTION 2. LIMITED APPLICABILITY.

The City's approval of Exhibit B is for the purpose of this Agreement only and does not constitute the approval required by the City's Building Department or any other City department; nor does the approval by the City pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by the City shall be only for the benefit of the Not For Profit Agency and any lienholder authorized by this Agreement.

SECTION 3. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements shall be commenced within 365 (-) days of the recordation of this Agreement ("Conveyance"), and except as otherwise provided in this Agreement, shall be completed (as evidenced by the issuance of the Certificate by the City) within ~~one~~ 11 years (eleven) days after such conveyance. Within five (5) days from the commencement of construction, the Not For Profit Agency shall notify the City that construction has begun.   
 Pw  
CDOT  
6/20/02

If the Not For Profit Agency abandons or substantially suspends construction of the Improvements and such abandonment or suspension is not cured within sixty (60) days of the date the Not For Profit Agency receives written demand by the City to cure, then the provisions provided in Section 10 of this Agreement shall apply.

SECTION 4. CERTIFICATE OF COMPLETION.

Promptly after completion of the Improvements in accordance with this Agreement, the City shall furnish the Not For Profit Agency with a Certificate of Improvement Completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Not For Profit Agency to construct the Improvements. The Certificate shall be in recordable form. Within forty-five (45) days after receipt of a written request by the Not For Profit Agency for a Certificate, the City shall provide the Not For Profit Agency with either the Certificate or a written statement indicating in adequate detail how the Not For Profit Agency has

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failed to complete the Improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Not For Profit Agency to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Not For Profit Agency shall resubmit a written request for the Certificate upon compliance with the City's response.

**SECTION 5. RESTRICTIONS ON USE.**

The Not For Profit Agency agrees that it:

A. Shall devote the Property to a use stated in the Ordinance for 40 years from the date of Conveyance. This Agreement shall be binding on the Not For Profit Agency, its successors and assigns, and shall be enforceable by the City, its successors and assigns. The Not For Profit Agency's obligations under this Agreement may be released or abandoned only upon approval of the City Council of the City of Chicago which may condition its approval upon the payment of such additional compensation by the Not For Profit Agency or any persons claiming under the Not For Profit Agency, which said City Council of the City of Chicago deems to be equal to the benefits accruing because of the release or abandonment of the Agreement.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon.

C. Shall not use the Property for a religious use. This prohibition shall have no term limit.

**SECTION 6. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

Prior to the issuance of the Certificate by the City with regard to completion of the Improvements, the Not For Profit Agency shall not, without the prior written consent of the City: (a) sell or convey the Property or any part thereof except to a land trust where the Not For Profit Agency is the sole beneficiary of said trust; or (b) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate by the City; or (c) contract or agree to: (1) sell or convey the Property, or (2) create any assignment with respect to this Agreement or the Property that would take effect prior to the issuance of the Certificate by the City. If the Property is acquired by a corporation, partnership or other legal entity, there shall be no transfer of ten percent (10%) or more interest in the entity nor any similar significant change in the constitution of the entity until the Certificate is issued or the City consents in writing to the transfer or change. The provisions of this Section 6 shall not limit the Not For Profit Agency's rights under Section 8 of this Agreement.

**SECTION 7. REAL ESTATE TAXES/LIENS.**

Not For Profit Agency shall pay all taxes, assessments, and water and sewer charges assessed against the Property. Additionally, Not For Profit Agency shall not suffer or permit any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property.

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## SECTION 8. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the Project and the issuance of the Certificate by the City, the Not For Profit Agency shall not engage in any financing or other transaction which creates an encumbrance or lien upon the Property, except for the purposes of obtaining: (a) funds necessary to construct the Improvements; or (b) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the Project.

## SECTION 9. COVENANTS RUNNING WITH THE LAND.

The parties agree that all of the covenants provided in this Agreement shall be covenants running with the land, binding the Not For Profit Agency and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City.

## SECTION 10. PERFORMANCE AND BREACH.

A. Permitted Delays. Neither party shall be considered in breach of its obligations with respect to the commencement or completion of construction of the Improvements in the event of a delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, delays or halts in construction of the Improvements which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if such party requests it in writing of the other party within twenty (20) days after the beginning of any such delay.

B. Breach.

1. Generally. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this Agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.
2. Event of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":
  - a. The Not For Profit Agency fails to perform, keep or observe any of the covenants,

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conditions, promises, agreements or obligations required under this Agreement;  
or

- b. The Not For Profit Agency makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
- c. A petition is filed by or against the Not For Profit Agency under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

- 3. After Conveyance. If during the forty (40) year period subsequent to the conveyance of the Property to the Not For Profit Agency, the Not For Profit Agency defaults in any specific manner described in this Section 10.B, the City, by written notice to the Not For Profit Agency, may utilize any and all remedies available to the City at law or in equity. However, if the Not For Profit Agency defaults in any specific manner described in this Section 10.B during the first fifteen (15) years of the forty (40) year period subsequent to the conveyance of the Property the City also has the right to re-enter and take possession of the Property, terminate the estate conveyed to the Not For Profit Agency, and revert title to the Property in the City.

C. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Not For Profit Agency shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Not For Profit Agency.

D. Access to the Property. After the effective date of the Ordinance ("Effective date"), any duly authorized representative of the City shall have access to the Abutting Property and Property at all reasonable times for the purpose of confirming the Not For Profit Agency's compliance with this Agreement and for maintenance of any easements.

## **SECTION 11. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Not For Profit Agency warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Not For Profit Agency or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Not For Profit Agency or successor or on any obligation under the terms

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of this Agreement.

## SECTION 12. INDEMNIFICATION.

The Not For Profit Agency agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of the Not For Profit Agency to perform its obligations under this Agreement; (ii) the failure of the Not For Profit Agency or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (iii) a material misrepresentation or omission in Exhibit B which is the result of information supplied or omitted by the Not For Profit Agency or by any agents, employees, contractors or persons acting under the control or at the request of the Not For Profit Agency; (iv) the failure of the Not For Profit Agency to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; (v) any personal injury or property damage arising from the performance or non-performance by the Not For Profit Agency or by any agents, employees, contractors, or persons acting under the control or at the request of the Not For Profit Agency; and (vi) any actions resulting from any activity undertaken by the Not For Profit Agency on the Property prior to or after the conveyance of said Property to the Not For Profit Agency by the City. This indemnification shall survive any termination of this Agreement.

## SECTION 13. ENVIRONMENTAL MATTERS.

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Not For Profit Agency agrees to accept the Property "as is".

In the event that the Not For Profit Agency performs any environmental test, the Not For Profit Agency agrees to deliver to the City a copy of each report prepared by or for the Not For Profit Agency regarding the environmental condition of the Property.

If after the Conveyance, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized pursuant to the terms of this Agreement, it shall be the sole responsibility and obligation of the Not For Profit Agency to take such action as may be necessary to put the Property in a condition entirely suitable for the intended use of the Property. The Not For Profit Agency agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Conveyance.

## SECTION 14. NOT FOR PROFIT AGENCY'S EMPLOYMENT OBLIGATIONS.

A. Employment Opportunity. The Not For Profit Agency agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of the Not For Profit Agency operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property:

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1. Neither the Not For Profit Agency nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Not For Profit Agency and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Not For Profit Agency and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Not For Profit Agency and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.
2. The Not For Profit Agency and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.
3. The Not For Profit Agency, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
4. The Not For Profit Agency and each Employer shall include the provisions of this Section 14 in every contract entered into in connection with the construction of the Improvements, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors operating on the Property, so that each such provision shall be binding upon each contractor or subcontractor, as the case may be.
5. Failure to comply with the employment obligations described in this Section 14 shall be a basis for the City to pursue remedies under the provisions of Section 10, above.

**SECTION 15. HEADINGS.**

The headings of the various sections 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 thereof.

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**SECTION 16. GOVERNING LAW.**

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

**SECTION 17. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

**SECTION 18 SEVERABILITY.**

If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**SECTION 19. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

Commissioner  
Department of Transportation  
City of Chicago  
30 North LaSalle Street  
Suite 1100  
Chicago, Illinois 60602  
Attn: Carmen Iacullo  
Fax: 312-744-1200

With a copy to:

City of Chicago  
Department of Law  
30 North LaSalle Street  
Room 1610  
Chicago, Illinois 60602  
Attn: Real Estate Division  
Fax: 312-742-0277

If to the Not For Profit Agency:

North Park University  
3225 West Foster Avenue  
Chicago, Illinois 60625  
773-244-5610

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Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by facsimile, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

**SECTION 20. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

**SECTION 21. ORGANIZATION AND AUTHORITY.**

The Not For Profit Agency (if other than an individual) represents and warrants that it is duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person(s) signing this Agreement on behalf of the Not For Profit Agency has the authority to do so.

**SECTION 22. SUCCESSORS AND ASSIGNS.**

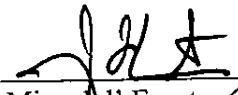
Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of Transportation, and the Not For Profit Agency has signed the same on or as of the day and year first above written.

**CITY OF CHICAGO,**  
an Illinois municipal corporation

BY:   
Miguel d'Escoto  
Commissioner of Transportation

**THE NORTH PARK UNIVERSITY, FORMERLY KNOWN  
AS NORTH PARK COLLEGE AND THEOLOGICAL  
SEMINARY**

BY:   
TITLE Executive V.P. / CFO

This instrument was prepared by:

Mary Meccia  
Assistant Corporation Counsel  
30 North LaSalle Street  
Room 1610  
Chicago, Illinois 60602  
(312) 742-3932

[A:ARDA3017/4/02]

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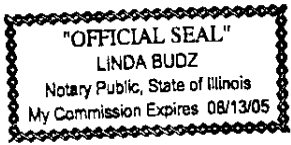
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I Linda Budz a Notary Public in and for said County, in the State aforesaid, do hereby certify that Miguel d' Escoto personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 1st day of July, 2002.

Linda Budz  
NOTARY PUBLIC



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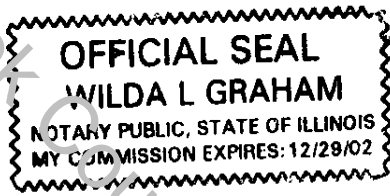
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Wilda L. Graham, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carl E. Buisan, personally known to me to be the Executive VP/CEO of North Park University and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Executive VP/CEO, he signed and delivered the instrument pursuant to authority given by North Park University Board of Trustees as his free and voluntary act and as the free and voluntary act and deed of the Institution, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 19<sup>th</sup> day of June, 2002.

Wilda L. Graham  
NOTARY PUBLIC



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**EXHIBIT A**

**ORDINANCE**

NO P.I.N.AVAILABLE - RECENTLY VACATED PUBLIC WAY

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EXHIBIT "A"

5/1/2002

REPORTS OF COMMITTEES

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Alderman Burke moved to reconsider the foregoing vote. The motion was lost.  
The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Museum Park Subdivision being a resubdivision of Lots 1 to 4, inclusive, in Conors Subdivision, a subdivision of part of fractional Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois having frontage on the east line of South Indiana Avenue and the north line of East 14<sup>th</sup> Street as shown on the attached plat, when the necessary certificates are shown on said plat for Museum Park East, L.L.C. and MP Tower, L.L.C. (File Number 22-42-02-2618).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat referred to in this ordinance printed  
on page 84626 of this *Journal*.]

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VACATION OF PORTIONS OF NORTH SPAULDING AVENUE AND  
PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST FOSTER  
AVENUE, WEST CARMEN AVENUE, NORTH CHRISTIANA  
AVENUE AND NORTH SPAULDING AVENUE.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 84627)

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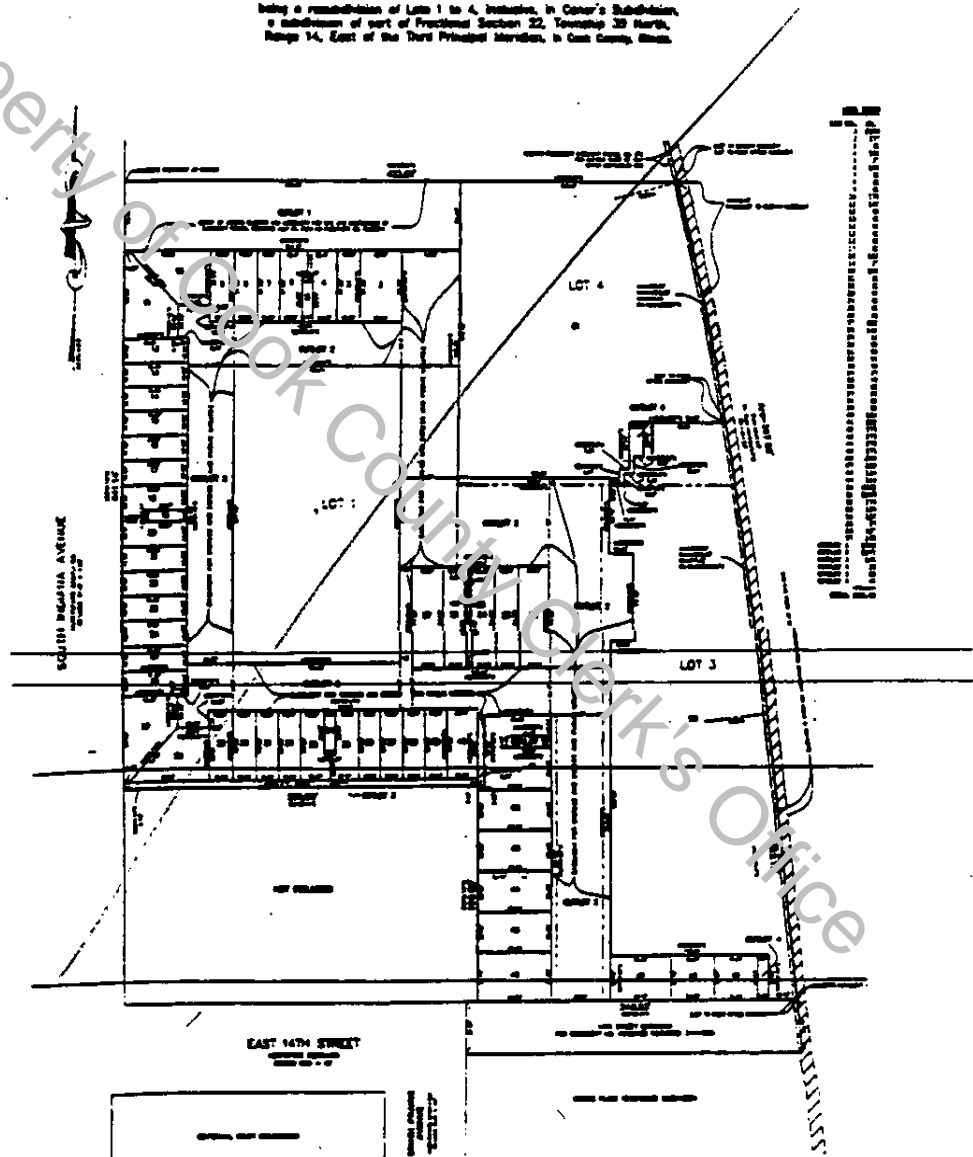
JOURNAL--CITY COUNCIL--CHICAGO

5/1/2002

Ordinance associated with this plat printed  
on page 84625 of this *Journal*.

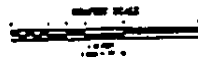
## Museum Park Subdivision

being a re-subdivision of Lots 1 to 4, inclusive, in Cook's Subdivision,  
a subdivision of part of Fractional Section 22, Township 33 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



PREPARED BY  
PEASE & BEDDMANN, INC.  
SURVEYORS AND LAND SURVEYORS  
CHICAGO, ILL.  
Order No. 102476

DWR No. 25-62-2518



NOTES:  
1. THIS PLAT IS SUBJECT TO THE RECORDS OF THE  
CITY OF CHICAGO, ILLINOIS, AND TO THE RECORDS OF THE  
COUNTY OF COOK, ILLINOIS, AND TO THE RECORDS OF THE  
STATE OF ILLINOIS.

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5/1/2002

(Continued from page 84625)

CHICAGO, April 29, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for the vacation of that part of North Spaulding Avenue lying between the south line of West Foster Avenue and the northerly line of the north branch of the Chicago River along with all of the alleys in the block bounded by West Foster Avenue, West Carmen Avenue, North Christiana Avenue and North Spaulding Avenue. This ordinance was referred to the Committee on March 27, 2002.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS R. ALLEN,  
Chairman.

On motion of Alderman Allen, the said proposed ordinance transmitted with the foregoing committee report was Passed by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

Alderman Burke moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City wishes to support the charitable, educational and philanthropic activities of established not-for-profit corporations and encourage the continued viability and growth of such activities; and

WHEREAS, Many not-for-profit corporations own property that adjoins streets and alleys that are no longer required for public use and might more productively be used in furtherance of such activities; and

WHEREAS, The City benefits from the vacation of these little used or unused streets and alleys by reducing City costs; it decreases City expenditures on maintenance, repair and replacement, as well as reducing fly-dumping, vandalism and other criminal activity that cost the City money in prosecutions and reduced tax base; and

WHEREAS, In addition, when it vacates streets and alleys that revert to ownership by not-for-profit corporations engaged in charitable, educational and philanthropic activities, the City obtains additional financial benefits by building stronger, more productive communities and by being relieved of the cost of social services that it might otherwise have to support with public monies; and

WHEREAS, Because the City obtains a net benefit, both financially and by facilitating improved social services for communities, the City Council has determined it to be in the public interest that when it vacates public streets and alleys where the abutting owner is a not-for-profit corporation engaged in charitable activities, no compensation will be required; and

WHEREAS, The properties at 3201 to 3325 West Foster Avenue, along with the properties located at 3300 to 3324 West Carmen Avenue, together with the properties located at 5101 to 5157 North Christiana Avenue and the properties located at 5100 to 5158 North Spaulding Avenue with the properties located at 5103 to 5157 North Spaulding Avenue are owned by North Park University, formerly known as North Park College and Theological Seminary, an Illinois not-for-profit corporation, which manages the property for educational purposes; and

WHEREAS, North Park University, formerly known as North Park College and Theological Seminary, an Illinois not-for-profit corporation, proposes to use the portion of the public street and public alleys to be vacated herein for campus greenspace; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the

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public interest to be subserved is such as to warrant the vacation of part of public street and public alleys described in the following ordinance; now therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of North Spaulding Avenue lying west of the west line of Block 17, lying east of the east line of Lot 1 in Block 18, lying east of the east line of Lots 29 to 46, both inclusive, in Block 18, lying east of the southerly extension of the east line of Lot 29 in Block 18, lying east of a line drawn from the southeast corner of Lot 1 in Block 18 to the northeast corner of Lot 46 in Block 18, lying south of a line drawn from the northwest corner of Block 17 to the northeast corner of Lot 1 in Block 18 and lying north and northerly of a line drawn from a point on the west line of Block 17, located 543.4 feet south of the northwest corner of Block 17 (measured south along the west line of Block 17) to a point on the southerly extension of the east line of Lot 29 in Block 18, located 468.7 feet south of the northeast corner of Lot 46 in Block 18 (measured south along the east line of Lots 29 to 46, both inclusive, in Block 18) and the southerly extension of the east line of Lot 29 in Block 18) all in "North Park Addition" to Chicago, a subdivision of parts of the northeast quarter and the southeast quarter of Section 11, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

Also

all of the east/west 16 foot public alley lying south of the south line of Lots 1 to 10, both inclusive, lying north of the north line of Lots 11 and 46, lying north of a line drawn from the northeast corner of Lot 11 to the northwest corner of Lot 46, lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 46 and lying east of a line drawn from the southwest corner of Lot 10 to the northwest corner of Lot 11 all in Block 18 in "North Park Addition" aforesaid,

Also

all of the north/south 16 foot public alley lying east of the east line of Lots 1 to 20, both inclusive, in Block 18 in "North Park Addition" to Chicago aforesaid, lying east of the east line of Lots 1 to 7, both inclusive, in resubdivision of Lots 21 to 28, both inclusive, in Block 18 in "North Park Addition" to Chicago aforesaid, lying west of the west line of Lots 29 to 46, both inclusive, in Block 18 in "North Park Addition" to Chicago aforesaid, lying south of a line drawn from the northeast corner of Lot 11 in Block 18 in "North Park Addition" to Chicago aforesaid to the northwest corner of Lot 46 in Block 18 in "North Park Addition" to Chicago aforesaid and lying north of a line drawn from the southwest corner of Lot 29 in Block 18 in "North Park Addition" to Chicago aforesaid to southeast corner of Lot 1 in resubdivision of Lots 21 to 28, both inclusive, in Block 18 in "North Park Addition" to Chicago aforesaid, said part of public street and public alleys herein vacated being further described as that part of North Spaulding Avenue lying between the south line of West Foster Avenue and the northerly line of the north branch of the Chicago River, together

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with all of the alleys in the block bounded by West Foster Avenue, West Carmen Avenue, North Christiana Avenue and North Spaulding Avenue as shaded and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves that part of the public street as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of the public street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves that part of the public street as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in that part of the public street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, Ameritech Illinois and AT&T Broadband their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy, telephonic and telecommunications and associated services under, over and along the public alley as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company an easement to operate, maintain, repair, renew and replace existing underground facilities and to construct new facilities in all of the "to be vacated" street and alleys, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on said easement herein reserved for The Peoples Gas Light and Coke Company or other use made of said area which would interfere with the

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construction, operation, maintenance, repair, removal or replacement of said facilities, or the construction of additional facilities.

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance North Park University, Formerly Known As North Park College And Theological Seminary shall deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public street hereby vacated, similar to the sidewalk and curb along the south side of West Foster Avenue between North Christiana Avenue and North Kedzie Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The Commissioner of Transportation is hereby authorized, and required, to accept and approve a redevelopment agreement, subject to the approval of the Corporation Counsel as to form and legality, restricting the use and improvement of the public way vacated in Section 1 of this ordinance to the creation of campus green space, to be owned and operated by a not-for-profit corporation, and prohibiting the use of the property for religious use, and allowing for the conversion of the property to a different social service purpose only upon the express approval of City Council. The redevelopment agreement shall be for a term of forty (40) years, except that the prohibition on religious use shall have no limit. Upon breach of such redevelopment agreement, the public way herein vacated shall revert to the City, subject to the terms and conditions of the dedication by which it has been heretofore held by the City or, at the sole option of the City Council, the property owner shall be required to compensate the City for the vacated property.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, North Park University, Formerly Known As North Park College And Theological Seminary shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with a restrictive covenant complying with Section 3 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 7. This ordinance shall take effect and be in force from and after its passage:

[Drawing referred to in this ordinance printed  
on page 84632 of this *Journal*].

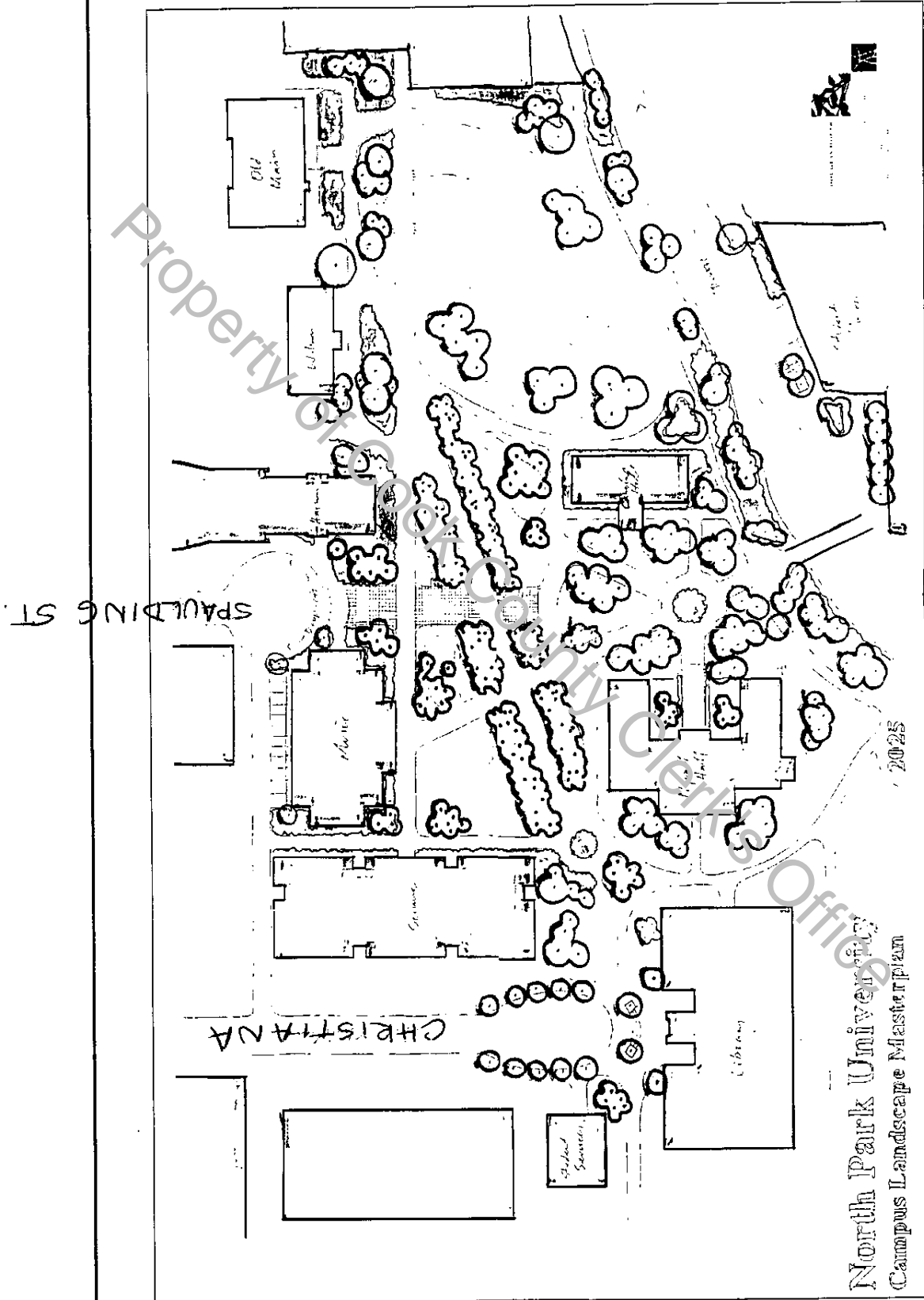
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North Park University  
Campus Landscape Masterplan

Final Landscape Plan

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