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Cook County Recorder 110.50



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

Property of Cook County Clerk's Office

(The Above Space For Recorder's Use Only)

This AGREEMENT is made on or as of the 17th day of January, 2003 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 Andrzej and Lilla Bruszewski ("Owner"), located at 3858 North Page Avenue, Chicago, Illinois 60634.

RECITALS

WHEREAS, the Owner holds legal title to certain parcels of real property ("Abutting Parcel") which are located at 3858 North Page Avenue, in the County of Cook, State of Illinois, and which is currently used as the Owner's primary residence; and

WHEREAS, on November 6, 2002, the City Council of the City of Chicago approved an ordinance (C.J. pp.96265-67), a copy of which is attached as Exhibit A and which is hereby incorporated ("Ordinance") which Ordinance provided for the vacation of the south 2.0 feet of West Byron Street running west from the west line on North Page Avenue to the east line of the north-south 16 foot public alley, (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 Owner of a redevelopment agreement that provides that the Property shall be used only for open space purposes and for those structures and additional uses which are reasonably necessary to permit such residential use ("Project");

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PASSAGE AND APPROVAL OF THE VACATION ORDINANCE AND THE VESTING OF TITLE IN THE OWNER, WITHOUT THE REQUIREMENT THAT THE OWNER PAY COMPENSATION TO THE CITY, THE OWNER DOES HEREBY AGREE WITH AND COVENANT TO THE CITY OF CHICAGO AS FOLLOWS:

12.23.214-020

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SECTION 1. IMPROVEMENTS.

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The Owner agrees to construct only those 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 Owner 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 Owner'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 Owner and any lienholder authorized by this Agreement.

SECTION 3. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements shall be commenced within ~~90~~ 90 (--) 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 ~~180~~ 180 (---) days after such conveyance. Within five (5) days from the commencement of construction, the Owner shall notify the City that construction has begun.

If the Owner abandons or substantially suspends construction of the Improvements and such abandonment or suspension is not cured within sixty (60) days of the date the Owner 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 Owner 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 Owner to construct the Improvements and such covenants shall terminate automatically upon issuance of said certificate. The Certificate shall be in recordable form. Within forty-five (45) days after receipt of a written request by the Owner for a Certificate, the City shall provide the Owner with either the Certificate or a written statement indicating in adequate detail how the Owner has failed to complete the Improvements in conformity with this Agreement, or is otherwise in default of the Agreement, and what measures or acts will be necessary, in the sole opinion of the City, for the Owner to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Owner shall resubmit a written request for the Certificate upon compliance with

the City's response.

SECTION 5. RESTRICTIONS ON USE.

The Owner agrees that it:

A. Shall devote the Property to a use stated in the Ordinance for 40 years from the date of this Agreement. This Agreement shall be binding on the Owner, its successors and assigns, and shall be enforceable by the City, its successors and assigns. The Owner's obligations under this Agreement may be released or abandoned prior to such automatic termination date 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 Owner or any persons claiming under the Owner, 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, except to the extent allowed under federal law.

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 Owner 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 Owner 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 Owner's rights under Section 8 of this Agreement.

SECTION 7. REAL ESTATE TAXES/LIENS.

Owner shall pay all taxes, assessments, and water and sewer charges assessed against the Property. Additionally, Owner 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.

SECTION 8. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the Project and the issuance of the Certificate by the City, the Owner 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

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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 Owner 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 Owner fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this Agreement; or
 - b. The Owner 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 Owner 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 Date of Agreement. If during the forty (40) year period subsequent to the date of this Agreement of the Property to the Owner, the Owner defaults in any specific manner described in this Section 10.B, the City, by written notice to the Owner, may utilize any and all remedies available to the City at law or in equity. However, if the Owner 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 date of this Agreement of the Property the City also has the right to re-enter and take possession of the Property, terminate the estate conveyed to the Owner, 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 Owner shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Owner.

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 Owner's compliance with this Agreement and for maintenance of any easements.

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

The Owner 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 Owner 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 Owner or successor or on any obligation under the terms of this Agreement.

SECTION 12. INDEMNIFICATION.

The Owner 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 Owner to perform its obligations under this Agreement; (ii) the failure of the Owner 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 Owner or by any agents, employees, contractors or persons

acting under the control or at the request of the Owner; (iv) the failure of the Owner 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 Owner or by any agents, employees, contractors, or persons acting under the control or at the request of the Owner; and (vi) any actions resulting from any activity undertaken by the Owner on the Property prior to or after the date of this Agreement of said Property to the Owner 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 Owner agrees to accept the Property "as is".

In the event that the Owner performs any environmental test, the Owner agrees to deliver to the City a copy of each report prepared by or for the Owner regarding the environmental condition of the Property.

If after the Date of this Agreement, 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 Owner 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 Owner 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 date of this Agreement.

SECTION 14. 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.

SECTION 15. GOVERNING LAW.

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

SECTION 16. 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 17. 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 18. 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 Owner:

Andrzej and Lilla Bruszewski
3858 North Page Avenue
Chicago, Illinois 60634

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.

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SECTION 19. COUNTERPARTS.

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

SECTION 20. ORGANIZATION AND AUTHORITY.

The Owner (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 Owner has the authority to do so.

SECTION 21. 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 Owner has signed the same on or as of the day and year first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

BY: [Signature]
Miguel P Escoto
Commissioner of Transportation

Owner:

X _____

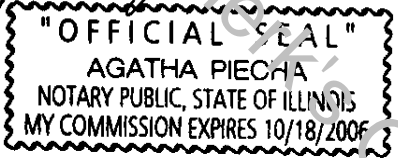
By: Anna Busneuski

TITLE owner

By: [Signature]

TITLE owner

[Signature]



This instrument was prepared by:

Andrea L. Yao
Assistant Corporation Counsel
30 North LaSalle Street
Room 1610
Chicago, Illinois 60602
(312) 744-1826

[A:\RDA-from.doc5/12/97]

11/6/2002

REPORTS OF COMMITTEES

96265

VACATION OF PORTION OF WEST BYRON STREET BETWEEN
NORTH PAGE AVENUE AND NORTH PANAMA AVENUE.

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

CHICAGO, November 4, 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 the an ordinance for the vacation of the south 2.0 feet of West Byron Street running west from the west line of North Page Avenue to the east line of the north, south 16 foot public alley. This ordinance was referred to the Committee on September 4, 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 F. 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, 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, Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Many residential properties adjoin streets and alleys that are no longer required for public use and might more productively be used for landscaped open space or improved with a garage or storage shed or other residentially related accessory uses permitted by law in conjunction with the abutting residential property; and

WHEREAS, The city would benefit from the vacation of these streets and alleys by reducing city expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the city's property tax base; and

WHEREAS, The city can strengthen residential neighborhoods and expand the city's tax base by encouraging the development of residential property through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 3858 North Page Avenue are owned by Andrzej and Lilla Bruszewski; and

WHEREAS, Andrzej and Lilla Bruszewski proposes to use the portion of the public way to be vacated herein for one of the purposes stated above; 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 public interest to be subserved is such as to warrant the vacation of the public way described in the following ordinance; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. That part of West Byron Street lying north of the north line of Block 7 and lying east of the northerly extension of the west line of Lot 1 in Block 7 all in Feuerborn and Klode's Irvingwood First Addition being a subdivision of the north three-quarters of the east half of the northeast quarter of Section 23, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, said part of the public street herein vacated being further described as the South 2.0 feet West Byron Street running west from the west line of North Page Avenue to the east line of the north/south 16 foot public alley 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 is hereby vacated and closed in as much as the same is no longer required for public use and the public interest will be subserved by such vacations.

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11/6/2002

REPORTS OF COMMITTEES

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SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Andrzej and Lilla Bruszewski shall pay or cause to be paid to the City of Chicago reduced compensation for the benefits which will accrue to the owners of the property abutting said public way hereby vacated the sum of One Thousand Five Hundred Dollars (\$1,500), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The Commissioner of Transportation is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance. Such covenant shall be enforceable in law or in equity and will permit the reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed to inure to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Andrzej and Lilla Bruszewski 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 4 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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Circuit Court Partition of the N.E. 1/4 of the N.E. 1/4 and N. 1/2 of the N.E. 1/4 of Section 23, also the W. 6 2/3 rods of the N. 120 rods of the N.W. 1/4 of Section 24-40-12.

"B"

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Owners Division of part of the N.E. 1/4 of Section 23 and of part of the N.W. 1/4 of Section 24-40-12.

"C"

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Feuerborn and Klode's Irvingwood First Addition being a Subdivision of the N. 3/4 of the E. 1/2 of the N.E. 1/4 of Section 23-40-12.

Dr. No. 23-36-02-2630

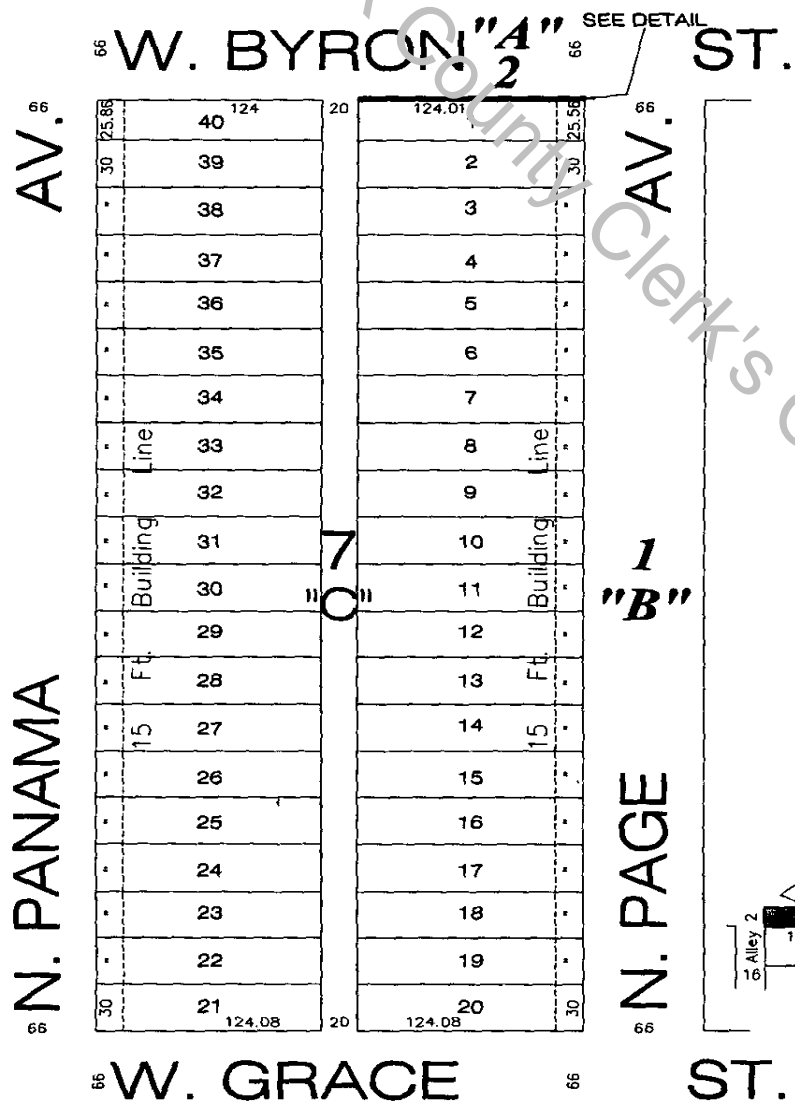
I hereby certify that this print is an exact copy of the original from which it was made.

Lawrence J. Jansen
Feb 19, 2002 Superintendent of Maps
City of Chicago

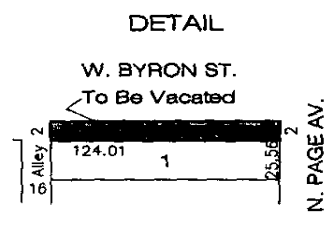
CITY OF CHICAGO
APPROVED
Lawrence J. Jansen
Superintendent of Maps
February 19, 2003
EXAMINER
OF
COOK SUBDIVISIONS
ILLINOIS
COUNTY

PROPERTY TAXES DELINQUENT OR UNPAID CURRENT TAXES AND ALLEYS INCLUDED IN THE ABOVE PLAT.
DATE 11-26-2002
COUNTY CLERK

OUTSTANDING INSTALLMENTS OF UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.
Barbara Hickey
DEPT. OF REVENUE - CHICAGO
BY *Barbara Hickey* 12/17/02



DO NOT FIND ANY DELINQUENT GENERAL TAXES UNPAID OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE STREETS AND ALLEYS INCLUDED IN THE ABOVE PLAT.
Barbara Hickey
COUNTY CLERK
DATE 2-19-2003



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EXHIBIT B

DRAWINGS

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Frame overhang only. ~~No drawings~~
~~available.~~ R. Mendonça / C. Dot
1/17/03

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