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AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

PINS: 13-33-226-014 - 015 - 030 - 031 - 032
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Doc# 1706939121 Fee \$66.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

(The Above DATE: 03/10/2017 11:29 AM PG: 1 OF 15

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This AGREEMENT ("Agreement") is made on or as of the 3rd day of March, 2016, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("CITY"), by and through its Department of Transportation ("CDOT") having its principal offices at 30 North LaSalle Street, 5th Floor, Chicago, Illinois 60602 and **IGLESIA EVANGELICA EMANUEL, AN ILLINOIS NOT-FOR-PROFIT CORPORATION ("IGLESIA EVANGELICA EMANUEL")**, an Illinois not-for-profit corporation ("Iglesia Evangelica Emanuel, an Illinois Not-For-Profit Corporation ("Iglesia Evangelica Emanuel")"), with its principal offices located at 5016 West Armitage Avenue, Chicago, Illinois 60639.

RECITALS

WHEREAS, the properties at 5014-5024 West Armitage Avenue, 2001-2011 North Lawler Avenue and 2015-2019 North Lawler Avenue are owned by Iglesia Evangelica Emanuel and such properties are located adjacent to the public alley to be vacated ("Adjacent Parcels") in the County of Cook, State of Illinois; and

WHEREAS, the Not For Profit Iglesia Evangelica Emanuel proposes to use the portion of the public alley to be vacated herein for safe pedestrian movement between buildings, distributions, youth activities, and accessory parking; and

WHEREAS, on September 14, 2016, the City Council of the City of Chicago, adopted an ordinance (C.J. pp 31726-31730), a copy of which is attached as **Exhibit A** and incorporated herein ("Ordinance"), which such Ordinance provided for, in part, the vacation of:

SECTION 1. THE WEST 120 FEET OF THE 16-FEET WIDE EAST-WEST PUBLIC ALLEY LYING EAST OF AND ADJACENT TO THE EAST LINE OF NORTH LAWLER AVENUE, LYING NORTH OF AND ADJACENT TO THE NORTH LINES OF LOTS 21, 20, 19, 18 AND A PORTION OF LOT 17 LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 22 AND LYING WEST OF AND

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ADJACENT TO A LINE DRAWN FROM THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 22 TO A POINT ON THE NORTH LINE OF SAID LOT 17 SAID POINT LYING 12 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 17, ALL INCLUSIVE IN MORAN'S SUBDIVISION OF THE EAST 598 FEET OF THE WEST 609.3 FEET OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE EAST THREE QUARTERS OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 12, 1890 AS DOCUMENT NUMBER 1285925 IN COOK COUNTY, ILLINOIS AND CONTAINING 1,920 SQUARE FEET OR 0.044 ACRE MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS (the "Property").

WHEREAS, the vacation provided for in the Ordinance is conditioned upon the execution and recording by Iglesia Evangelica Emanuel a redevelopment agreement that provides that the Property shall be used for social service purposes and for such use and improvements that are accessory, as that term is defined in the Chicago Zoning Ordinance, to such social service purposes, such uses and improvements to be owned and operated by a non-profit corporation.

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

SECTION IMPROVEMENTS.

Iglesia Evangelica Emanuel agrees to utilize the Property for pedestrian movement between buildings, distributions, youth activities, and accessory parking as substantially depicted 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 CDOT.

Iglesia Evangelica Emanuel shall be solely responsible for and shall pay all costs of the Improvements, 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 Iglesia Evangelica Emanuel's proposed landscaping, or other such uses and improvements; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

SECTION LIMITED APPLICABILITY.

The CDOT'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

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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 Iglesia Evangelica Emanuel and any lienholder authorized by this Agreement.

SECTION COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements shall be commenced within one hundred eighty (180) 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 CDOT) within three hundred sixty-five (365) days after such conveyance. Within five (5) days from the commencement of construction, Iglesia Evangelica Emanuel shall notify the CDOT that construction has begun.

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

SECTION CERTIFICATE OF COMPLETION.

Promptly after completion of the Improvements in accordance with this Agreement, CDOT shall furnish Iglesia Evangelica Emanuel 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 Iglesia Evangelica Emanuel to construct the Improvements. The Certificate shall be in recordable form. Within forty-five (45) days after receipt of a written request by Iglesia Evangelica Emanuel for a Certificate, CDOT shall provide Iglesia Evangelica Emanuel with either the Certificate or a written statement indicating in adequate detail how Iglesia Evangelica Emanuel has 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 reasonable opinion of CDOT, for Iglesia Evangelica Emanuel to take or perform in order to obtain the Certificate. If CDOT requires additional measures or acts to assure compliance, Iglesia Evangelica Emanuel shall resubmit a written request for the Certificate upon compliance with the CDOT's response.

SECTION RESTRICTIONS ON USE.

Iglesia Evangelica Emanuel agrees that it:

Shall devote the Property to a use stated in the Ordinance for forty (40) years from the date of Conveyance ("After Conveyance Forty Year Term"). This Agreement shall be binding on Iglesia Evangelica Emanuel, its successors and assigns, and shall be enforceable by the City, its successors and assigns. Iglesia Evangelica Emanuel's obligations under this Agreement may be released or abandoned only upon approval of the City Council of the City of

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Chicago which may condition its approval upon the payment of such additional compensation by Iglesia Evangelica Emanuel or any persons claiming under Iglesia Evangelica Emanuel, 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.

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.

SECTION PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate by CDOT with regard to completion of the Improvements, Iglesia Evangelica Emanuel shall not, without the prior written consent of the CDOT: (a) sell or convey the Property or any part thereof except to a land trust where Not For Profit Beneficiary 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 CDOT; 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 CDOT.

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 CDOT consents in writing to the transfer or change. The provisions of this Section 6 shall not limit Iglesia Evangelica Emanuel's rights under Section 8 of this Agreement.

SECTION 7. REAL ESTATE TAXES/LIENS.

Iglesia Evangelica Emanuel shall pay all taxes, assessments, and water and sewer charges assessed against the Property. Additionally, Iglesia Evangelica Emanuel 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 Improvements and the issuance of the Certificate by the CDOT, Iglesia Evangelica Emanuel 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 Improvements.

SECTION 9. COVENANTS RUNNING WITH THE LAND.

The parties agree that all of the covenants provided in this Agreement shall be covenants

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running with the land, binding Iglesia Evangelica Emanuel 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.

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 thirty (30) days after the beginning of any such delay.

Breach.

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.

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. Iglesia Evangelica Emanuel fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this Agreement; or
- b. Iglesia Evangelica Emanuel makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or

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- c. A petition is filed by or against Iglesia Evangelica Emanuel 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.

3. After Conveyance. If during the After Conveyance Forty Year Term Iglesia Evangelica Emanuel defaults in any specific manner described in this Section 10.B, the City by written notice to Iglesia Evangelica Emanuel may utilize any and all remedies available to the City at law or in equity. However, if Iglesia Evangelica Emanuel defaults in any specific manner described in this Section 10.B subsequent to the conveyance of the Property, the City has the right to reenter and take possession of the Property, terminate the estate conveyed to Iglesia Evangelica Emanuel, and revest title to the Property in the City.

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 Iglesia Evangelica Emanuel shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Iglesia Evangelica Emanuel.

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 Iglesia Evangelica Emanuel's compliance with this Agreement and for maintenance of any easements.

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

Iglesia Evangelica Emanuel 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 Iglesia Evangelica Emanuel 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 Iglesia Evangelica Emanuel or successor or on any obligation under the terms of this Agreement.

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SECTION 12. INDEMNIFICATION.

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

In the event that Iglesia Evangelica Emanuel performs any environmental test, Iglesia Evangelica Emanuel agrees to deliver to the CDOT a copy of each report prepared by or for Iglesia Evangelica Emanuel 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 Iglesia Evangelica Emanuel to take such action as may be necessary to put the Property in a condition entirely suitable for the intended use of the Property. Iglesia Evangelica Emanuel 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. 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

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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 1 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 1 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:

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If to the City:

Commissioner
Department of Transportation
City of Chicago
30 North LaSalle Street
Suite 500
Chicago, Illinois 60602
Attn: Maps and Plats
Phone: (312) 744-4996
Fax: 312-744-3958

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division
Fax: 312-742-0277

If to Iglesia Evangelica Emanuel:

Iglesia Evangelica Emanuel
5016 West Armitage Avenue
Chicago, Illinois 60639
Attn: Antonio Mariscal

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 19. COUNTERPARTS.

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

SECTION 20. ORGANIZATION AND AUTHORITY.

Iglesia Evangelica Emanuel 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 Iglesia Evangelica Emanuel has the authority to do so.

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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.

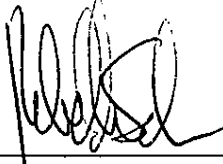
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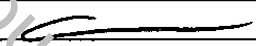
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of Transportation and Iglesia Evangelica Emanuel, an Illinois Not-For-Profit Corporation ("Iglesia Evangelica Emanuel") have signed the same on or as of the day and year first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

By: 

Rebekah Scheinfeld
Commissioner
Department of Transportation

IGLESIA EVANGELICA EMANUEL,
an Illinois not-for-profit corporation

By: Pastor
Name: 
Its: _____
Antonio Mariscal

This instrument was prepared by:

Karen Bielarz
Senior Counsel
City of Chicago
Department of Law
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
(312) 744-6910

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rachel DeCorvo a Notary Public in and for said County, in the State aforesaid, do hereby certify that Antonio Mariscal, personally known to me to be the Pastor of IGLESIA EVANGELICA EMANUEL, 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 _____, he signed and delivered the instrument pursuant to authority given by _____ as his free and voluntary act and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 27th day of February, 2018⁷.

Rachel DeCorvo
NOTARY PUBLIC



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EXHIBIT A

ORDINANCE

(Attached)

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT B

IMPROVEMENTS

(Attached)

**COOK COUNTY
RECORDER OF DEEDS**

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