



City of Chicago



O2020-5166

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 10/7/2020

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Intergovernmental agreement to acquire property from Chicago Transit Authority at 4331-4359 W Chicago Ave for City's Joint Public Safety Training Academy development project

Committee(s) Assignment: Committee on Housing and Real Estate

HSG



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

October 7, 2020

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing a land acquisition from the Chicago Transit Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, the City of Chicago (“City”) is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Chicago Transit Authority owns that certain property located at 4331-4359 West Chicago Avenue, in Chicago, Illinois (the “Property”). , The Property is described on Exhibit A of the Purchase and Sale Agreement (“PSA”) attached hereto; and

WHEREAS, the City desires to acquire the Property, through the Department of Assets, Information & Services, from the Chicago Transit Authority for use by the as part of the City’s new Joint Public Safety Training Academy (JPSTA); and

WHEREAS, the Chicago Transit Authority desires to sell the Property to the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. The Commissioner of the Department of Assets, Information & Services (“Commissioner”), or a designee of the Commissioner, is each hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase and sale agreement for the Property, in substantial conformance with the PSA attached hereto, and other such supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the PSA and this ordinance, to consummate the City’s purchase of the Property and to accept a deed to the Property.

SECTION 3. If any provision of this ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for Sale of Real Estate ("Agreement") is entered into as of the ____ day of _____, 2020, between City of Chicago, an Illinois municipal corporation ("Buyer") and Chicago Transit Authority, an Illinois municipal corporation (collectively, "Seller").

1. THE PURCHASE PRICE

- (A) **Agreement to Sell and Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, for the Purchase Price (as defined below), the real property legally described on Exhibit A attached hereto and commonly known as 4331-4359 West Chicago Avenue, in Chicago, Illinois (the "Property").
- (B) **Personal Property, Fixtures and Improvements.** This sale is only for the real estate and does not include personal property, fixtures and improvements attached to and located on the Property, if any.
- (C) **Purchase Price.** The purchase price for the Property is Ten and 00/100 Dollars (the "Purchase Price").

2. TITLE AND SURVEY MATTERS

- (A) **Title.** Seller agrees to convey by a Quit Claim Deed title to the Property to Buyer, subject only to:
 - (i) The permitted exceptions shown on Exhibit B to this Agreement; and
 - (ii) Such other exceptions as may be approved by Buyer, in writing, all of which shall be collectively referred to as "Permitted Exceptions."
- (B) **Title Insurance.** With this contract, Buyer has delivered to Seller a title commitment ("Title Commitment") for ALTA (2006) Owner's title insurance policy issued by Greater Illinois Title Insurance Company (the "Title Company"). The policy shall be in the amount of the Purchase Price. Buyer shall provide the Title Company with all information required to achieve the foregoing.

3. **THE CLOSING**

- (A) **Closing Date and Possession.** The Closing will be on or before _____, 202__. Full possession of the Property shall be delivered to Buyer at Closing.
- (B) **Escrow Closing.** This sale shall be closed through an escrow with the Title Company. The closing shall be conducted pursuant to the provisions of a standard deed and money escrow agreement (“Escrow Agreement”) then in use by the Title Company. All closing costs and the cost of the escrow shall be borne by Buyer. In the event of a conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall govern.
- (C) **Seller’s Deposits.** In order to consummate this transaction Seller will deliver to Buyer or deposit with and cause the Escrow Agent to deliver to Buyer pursuant to the parties’ Escrow Agreement:
- (i) A recordable Quit Claim Deed conveying title to the Property, to Buyer in accordance with Section 2(A) hereof;
 - (ii) A standard ALTA Form B owners policy of title insurance or commitment therefor in the amount of the Purchase Price issued by the Title Company. Said policy shall insure Buyer’s marketable fee simple title to the Property with no encumbrances, easements, restrictions, conditions, covenants or liens, except the Permitted Exceptions;
 - (iii) An ALTA Statement;
 - (iv) A current (no more than 60 days old) City of Chicago Water Bill Statement, Water and Sewer Bill Printout and full payment certification;
 - (v) A FIRPTA certificate indicating that Seller is not subject to withholding under the Foreign Investment in Real Property Act;
 - (vi) A closing statement; and
 - (vii) Such other documents as the Title Company may require in order to provide the title insurance coverage described herein.
- (D) **Buyer’s Deposits.** In order to consummate this transaction Buyer will deposit with the Escrow Agent: (a) the Purchase Price, (b) an ALTA Statement for the Property, and (c) such other documents as the Title Company may require in order to enable the Title Company to provide the title insurance coverage described herein.

- (E) **Joint Deposits.** In order to consummate this transaction Buyer and Seller will jointly deliver to the Escrow Agent, pursuant to the parties' Escrow Agreement, executed State of Illinois, County of Cook, and City of Chicago real estate transfer tax declarations for the Property.
- (F) **Transfer Tax.** The Seller is a governmental entity that is exempt from real estate transfer taxes. However, in the event the law changes before closing or this transaction is not tax-exempt, the Buyer shall pay any State, County and local transfer stamp taxes.
- (G) **Other Costs and Fees.** Buyer shall pay the costs of recording its deed, title insurance in the amount of the Purchase Price, and all escrow fees. Each party shall pay its own attorneys' fees.
- (H) **Utilities.** Seller shall be responsible for all utilities, such as gas, electric, telephone and water until the Property is surrendered to the Buyer. Any utilities to the Property will be terminated at the time Seller tenders possession to the Buyer.

5. **GENERAL PROVISIONS**

- (A) **Successors and Assign: Severability.** The terms, covenants and provisions of this Agreement shall extend to, and be binding upon, the respective executors, administrators, heirs, successors and assigns of Seller and Buyer. If any provision of this Agreement shall to any extent be adjudged invalid or unenforceable, the remainder of this Agreement shall not be affected.
- (B) **Entire Agreement.** This document and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this Agreement. Any future modifications of this Agreement shall be only by a writing signed by both parties.
- (C) **Governing Law.** Any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction located in Chicago, Illinois, and Illinois law, without reference to its laws of conflicts, shall be applied.
- (D) **Notices.** All notices, requests and other writings required under this Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or by personal delivery or nationally-recognized overnight delivery service addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

SELLER:

CHICAGO TRANSIT AUTHORITY
567 W. Lake Street

Chicago, IL 60661
Attn: Real Estate Department

WITH A COPY TO: CHICAGO TRANSIT AUTHORITY
567 W. Lake Street
Chicago, IL 60661
Attn: Kiran Advani, Chief Attorney

BUYER: CITY OF CHICAGO
Department of Assets, Information &
Services
30 N. LaSalle Street, Suite 300
Chicago, IL 60602
Attn: Stephen Stults, Real Estate

WITH A COPY TO: CITY OF CHICAGO
Department of Law
121 N. LaSalle Street, Suite 600
Chicago, IL 60602
Attn: Joe Cashman, Real Estate Div.

- (E) **Captions.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- (F) **Date of Agreement: When Binding.** This Agreement shall be deemed effective and binding on the date that the Agreement has been signed by both Seller and Buyer.
- (G) **Performance.** The parties agree that time is of the essence of this Agreement.
- (H) **Survival.** Except to the extent specifically stated to the contrary elsewhere in this Agreement, all representations, warranties, agreements and obligations of the parties contained in this Agreement shall survive the closing of this transaction.
- (I) **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (J) **Subject to Final Approval.** This contract is subject to final approval by the Chicago Transit Board of the Chicago Transit Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BUYER:

CITY OF CHICAGO

By : _____

Title : _____

Date : _____

SELLER:

CHICAGO TRANSIT AUTHORITY

By: _____

Title: _____

Date: _____

Approved as to form and legality, for the City of Chicago. Subject to proper authorization and execution thereof:

By: _____

Assistant Corporation Counsel,
City of Chicago

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof:

By: _____

Attorney, Chicago Transit Authority

EXHIBIT A

LEGAL DESCRIPTION

COMMON ADDRESS: 4331-4359 West Chicago Avenue
Chicago, Illinois 60624

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2,350.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10 TO THE SOUTH LINE OF THE NORTH 50.00 FEET OF THE NORTHEAST 1/4 OF SECTION 10 (BEING THE SOUTH LINE OF WEST CHICAGO AVENUE) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID PARALLEL LINE 90.64 FEET; THENCE SOUTH 74 DEGREES 22 MINUTES 48 SECONDS EAST (ALONG A LINE WHICH IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE WEST LINE OF THE EAST 1,178.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AT A POINT 467.74 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10) 990.313 FEET TO THE INTERSECTION OF AN ARC OF A CIRCLE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHEASTERLY ALONG SAID ARC 210.40 FEET (THE CHORD OF WHICH BEARS SOUTH 63 DEGREES 54 MINUTES 23 SECONDS EAST FOR 209.81 FEET) TO A POINT OF TANGENCY ON A LINE WHICH INTERSECTS THE WEST LINE OF THE EAST 1,178.00 FEET OF SAID NORTHEAST 1/4 OF SAID SECTION 10 AT A POINT 518.20 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10, THENCE SOUTH 56 DEGREES 22 MINUTES 17 SECONDS EAST ALONG SAID TANGENT LINE 34.00 FEET TO SAID POINT OF INTERSECTION; THENCE CONTINUE SOUTHEASTERLY ALONG SAID TANGENT LINE 264.20 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 43 SECONDS EAST (AT RIGHT ANGLES THERETO) 142.68 FEET TO THE INTERSECTION OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF THE EAST 928 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 490.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10 TO A POINT ON THE WEST LINE OF THE EAST 723.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 688.17 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 47 DEGREES 27 MINUTES 23 SECONDS EAST ALONG SAID LINE 210.80 FEET TO THE AFORESAID POINT ON THE WEST LINE OF THE EAST 723.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 39 DEGREES 17 MINUTES 34 SECONDS EAST 402.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10 AND 466.54 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 83.54 FEET TO THE WEST LINE OF THE EAST 383.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 383.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 250.00 FEET TO THE SOUTH LINE OF THE NORTH 750.00 FEET OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID LINE 17.00 FEET TO THE WEST LINE OF THE EAST 366.00 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID LINE, 250.00 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 1,000.00 FEET OF SAID NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID LINE 333.00 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10 (BEING THE WEST LINE OF NORTH PULASKI ROAD); THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST ALONG SAID LINE, 20.00 FEET TO A LINE DRAWN 970.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE (SAID SOUTH LINE OF WEST CHICAGO AVENUE, BEING A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 10); THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID PARALLEL LINE 313.92 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 49 SECONDS WEST, 104.05 FEET; THENCE SOUTH 06 DEGREES 33 MINUTES 01 SECOND EAST, 257.53 FEET TO THE SOUTH LINE OF THE NORTH

1,379.90 FEET OF THE SAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 335.22 FEET TO THE INTERSECTION OF A CIRCLE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 566.44 FEET AND BEING 40.00 FEET NORTHEASTERLY OF AND CONCENTRIC WITH THE NORTHEASTERLY LINE OF LOT 2 IN FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED MAY 31, 1984 AS DOCUMENT NUMBER 27109489; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE 188.32 FEET (THE CHORD OF WHICH BEARS NORTH 73 DEGREES 59 MINUTES 08 SECONDS WEST FOR 187.45 FEET) TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 83 DEGREES 30 MINUTES 35 SECONDS WEST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 EXTENDED NORTHWESTERLY IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT 625.11 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 1 IN AFORESAID FIRST ADDITION TO NORTHWESTERN CENTER INDUSTRIAL DISTRICT; THENCE NORTH 74 DEGREES 25 MINUTES 26 SECONDS WEST ALONG SAID PARALLEL LINE 229.02 FEET TO THE INTERSECTION WITH A LINE DRAWN 42.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE WESTERLY MOST NORTHERLY LINE OF LOT 16 IN NORTHWESTERN CENTER INDUSTRIAL DISTRICT RECORDED JULY 1, 1971 AS DOCUMENT NUMBER 21532046; THENCE NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST ALONG SAID PARALLEL LINE 71.41 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST ALONG A LINE DRAWN 1,743.23 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 711.97 FEET TO A POINT WHICH IS 465.01 FEET SOUTH OF THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, AS MEASURED ALONG SAID PARALLEL LINE; THENCE NORTHWESTERLY 130.22 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS NORTH 37 DEGREES 04 MINUTES 27 SECONDS WEST, 121.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 74 DEGREES 22 MINUTES 48 SECONDS WEST, 556.92 FEET; THENCE WESTERLY 136.22 FEET ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 500.00 FEET, AND WHOSE CHORD BEARS NORTH 82 DEGREES 11 MINUTES 06 SECONDS WEST, 135.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG A LINE DRAWN 200.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 166.80 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 150.00 FEET, ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10 AND PASSING THROUGH A POINT ON THE AFORESAID SOUTH LINE OF WEST CHICAGO AVENUE WHICH IS 305.08 FEET WESTERLY OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF WEST CHICAGO AVENUE, 305.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Tax ID Number: 16-10-200-062-0000 (part of PIN)

EXHIBIT B

PERMITTED EXCEPTIONS

Covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, stamp and transfer taxes and unrecorded agreements, if any, of record, and all general and special assessments and taxes of record.