



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

File #: O2014-5106, **Version:** 1

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinance authorizing a conveyance of property to the University of Illinois at Chicago.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

**AN ORDINANCE OF THE CITY OF CHICAGO AUTHORIZING THE INTERGOVERNMENTAL LAND
TRANSFER BY AND BETWEEN
THE CITY OF CHICAGO AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

WHEREAS, the 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 and affairs; and

WHEREAS, the Board of Trustee of the University of Illinois, is a body politic and corporate of the State of Illinois (the "University"); and

WHEREAS, the City owns one (1) parcel of real estate, totaling approximately 3,192 square feet located at 1836 West Washburne Avenue, as legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, the City and University are desirous of effectuating the transfer by the City to the University of the City Land for One Dollar (\$1.00), for the purposes of the University's assemblage of the City Land with an adjacent property owned by the University. The City Land will be used for parking by the University's staff, clients, contractors, or visitors to the University's Miles Square Health Clinic located at 1220 South Wood Street, now therefore,

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

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

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute an Intergovernmental Agreement substantially in the form attached hereto as Exhibit B and made a part hereof, and such other documents as may be necessary to implement the transaction, subject to the approval of the Corporation Counsel.

SECTION 3. The City's conveyance of the City Land to the University for One Dollar (\$1.00), pursuant to the terms and conditions of the Intergovernmental Agreement is hereby approved.

SECTION 4. The Mayor or his proxy are authorized to execute, and the City Clerk is authorized to attest to a quitclaim deed conveying the City Land to the University, pursuant to the terms and conditions of the Intergovernmental Agreement is hereby approved.

SECTION 5. If any provision of this ordinance shall be held to be 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A TO ORDINANCE

Legal Description of City Land

(Subject to Final Title and Survey)

LOT 35 IN T.F. BALDWIN'S SUBDIVISION OF BLOCK 3 OF THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN

BOUNDARY LINE IN COOK COUNTY ILLINOIS

PIN: 17-19-201-031-0000

1836 West Washburne Avenue

EXHIBIT B TO ORDINANCE

FORM OF INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this day of , 2014, by and between, **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as the "the City") and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body politic and corporate of the State of Illinois (hereinafter referred to as the "the University"). The City and the University collectively shall be referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City owns the real property located at 1836 West Washburne Avenue, Chicago, Illinois; and

WHEREAS, the University owns a public health clinic, known as the Mile Square Health Center, located at 1220 South Wood Street, which shall be serviced by an adjacent parking lot (the "the University Lot"); and

WHEREAS, the 1836 West Washburne Avenue property is bounded on the north, east, and west by the University Lot, and has no present municipal use; and

WHEREAS, the Parties are desirous of effectuating the transfer by the City to the University of the land described on Exhibit A hereto (the "City Land") for One Dollar (\$1.00) for the University's assemblage of the City Land with the University Lot for use by the University's staff, clients, contractors, or visitors to the University's public health clinic located at 1220 South Wood Street.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the City and University agree as follows:

TERMS OF AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

2. **Definitions**

As used in this Agreement, the following terms, whether or not capitalized, shall have the following meaning:

"Agreement" means this Intergovernmental Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Days" means business days of the City of Chicago unless otherwise stated.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (ii) any so-called "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); (v) the Clean Air Act (42 U.S.C. §7401 et seq.); (vi) the Clean Water Act (33 U.S.C. §1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (40 C.F.R. Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (xii) the Municipal Code of Chicago.

3. **Purpose of Agreement**

The Parties wish to complete the Transfer and Conveyance, subject to the terms of this Agreement.

4. **Transfer and Conveyance**

a. The Parties agree that the City Land will be conveyed to the University by Quitclaim Deed, subject to the following exceptions ("Permitted Exceptions"):

- 1) General taxes, not yet due and owing.
- 2) Special assessments.
- (3) Questions of survey, including encroachments, if any.
- 4) Building lines and building restrictions.
- 5) Zoning and building laws and ordinances.
- 6) Private, public and utility easements.
- 7) Covenants and restrictions of record.
- 8) Party wall rights and agreements, if any.
- 9) Existing leases, if any.
- 10) Payment of all stamp and transfer taxes, if any.
- 11) Roads, highways, and railroads.
- 12) Unrecorded agreements recited in the title report.

b. The Parties may, but are not obligated to, provide a survey of the City

Land, title insurance or any other documentation of any nature concerning the City Land. Each Party agrees and acknowledges that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the other Party or anyone acting or claiming to act on behalf of that Party in transferring the City Land. The Parties hereby expressly disclaim any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the City Land or any improvements thereon.

c. The closing date (the "Closing Date") for transfer of title to the City Land will occur at a date mutually agreed by the Parties.

d. After approval of the Transfer and Conveyance by the City Council, University shall deliver to the City an updated title report concerning the City Land. Written notice of any material defect in the title which appears on the title report, other than a Permitted Exception, must be given by the University to the City within fourteen (14) business days of the date upon which the title report is delivered to it.

e. In the event the University gives the City timely notice of a material title defect other than a Permitted Exception which cannot be corrected by the City within thirty (30) days, University may elect to terminate this Agreement after written notice to the City, or accept title to the City Land subject to said defect, which shall thereafter be considered a Permitted Exception.

f. Possession of the City Land shall be delivered as of the date of the delivery of the quitclaim deed (the "Quitclaim Deed"). University agrees to accept the City Land in an "as is" condition.

g. University agrees and acknowledges that the City has not made any representations concerning the presence or absence of Hazardous Substances (as defined below) on the City Land or any property adjacent thereto and that the City has not made any representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws affecting its properties. University hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the other which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the City Land, regardless of the results of such investigation) suffered by the University as a result of the presence or possible presence of any Hazardous Substances on or near the City Land or the violation, at any time in the past, present, or future, of any Environmental Laws affecting said properties.

This waiver shall survive the transfer of the City Land to the University. As used herein, Hazardous Substances ("Hazardous Substances") means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCSs, petroleum products and b-products, and substances defined as "hazardous substances" or "toxic substances" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, Clean Air Act, 42 U.S.C. Sec. 7401 et

seq., or in any other applicable federal, state, or local Environmental Laws.

h. University, for itself and its beneficiaries, successors, assigns, and agents, hereby releases, waives, and forever discharges City, its officials, officers, employees, agents, attorneys, and representatives of, from, and against any and all claims, actions, causes of action, suits, debts, bills, specialties covenants, controversies, and demands whatsoever at law or in equity arising out of or in connection with inspections of the City Land being transferred.

i. University, for itself and its beneficiaries, successors, assigns, and agents, shall and hereby does indemnify, defend, and hold City, its officials, officers, employees, agents, attorneys, and representatives harmless from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses (including without limitation, expenses of investigation and any of the foregoing incurred whether or not resulting in any claim or litigation), (b) the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements, payments, and compromises relating to any third party claims (whether or not resulting or likely to result in litigation), and (c) reasonable attorneys' fees and expenses of the University, and its successors, assigns, or agents; arising out of or due to, directly or indirectly, the inspection of the City Land by the University or its agents or representatives.

j. The City Land shall be transferred and conveyed to the University by the City pursuant to the terms and conditions of the Quitclaim Deed, Ordinance, and this Agreement.

5. Notices.

All notices and communications concerning this Agreement shall be sent as follows:

If to University:	University of Illinois Chief Executive Director Mile Square Health Center 1220 South Wood Street Chicago, Illinois 60608
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With a copy to:	University of Illinois Real Estate Planning and Services Office of Business and Financial Services 809 South Marshfield Avenue (MC078) Chicago, Illinois 60612
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Department of Planning and Development
City of Chicago
121 North LaSalle Street
Room 1000, City Hall

Chicago, Illinois 60602 Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
Real Estate and Land Use Division
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

6. Amendment. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the City and the University or their respective successors and assigns.

7. Assignment. Except as set forth in this Agreement, neither the City nor the University shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other Party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

8. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City and the University, and their respective successors and assigns.

9. No Joint Venture. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City and the University.

10. Headings. The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

11. Non-liability of Public Officials. No official, employee, agent or elected or appointed representative of the City and the University shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's or the University's execution or attempted execution or because of any breach hereof.

12. Counterparts. This Agreement is comprised of several identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

13. Authority. The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

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

15. Governing Law. This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

16. Entire Agreement. This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

17. Exempt Status. The Parties acknowledge that to the extent any of the properties conveyed hereunder were exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, and that the transferred land may not continue as exempt unless a new exempt application is submitted by the respective transferee and approved by the tax authorities.

18. Termination. This Agreement shall commence as of the date of execution and shall terminate on the Closing Date or, as mutually agreed, the date on which the Transfer and Conveyance of the City Land is closed (unless sooner terminated in accordance with this Agreement) upon which any contractual responsibilities to the other party shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement for Land Transfer to be made, executed and delivered as of the day and year first above written.

CITY OF CHICAGO,

an Illinois municipal corporation,

by and through its Department of Planning and
Development

By:

Name: Andrew J. Mooney Its: Commissioner

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS,**

a body corporate and politic of the State of Illinois

By: _ Name: Its:

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

(Subject to Final Title and Survey)

LOT 35 IN T.F. BALDWIN'S SUBDIVISION OF BLOCK 3 OF THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY ILLINOIS

PIN: 17-19-201-031-0000 Common Address: 1836 West Washburne
Avenue