

01/07/99

6-R-99

A RESOLUTION

**Authorizing the City Manager to Sign the
First Amendment to the Exchange
of Real Estate Agreement For the Research Park**

WHEREAS, the City Council on December 14, 1998, adopted Resolution 79-R-98, which provided for the exchange of real estate between the City and Northwestern University; and

WHEREAS, certain amendments to the exchange agreement are in the best interests of the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to execute and the City Clerk authorized to attest on behalf of the City of Evanston, Exhibit A "First Amendment to the Exchange of Real Estate Agreement for the Research Park Dated December 14, 1998."

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions as may be determined to be in the best interests of the City;

SECTION 3: That the resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

6-R-99
01/07/99

Lorraine H. Morton

Mayor

ATTEST:

Mary P. Morris

City Clerk

Adopted: *January 11*, 1999

Exhibit A

**First Amendment to the
Exchange of Real Estate Agreement
For the Research Park
Dated December 14, 1998**

This First Amendment to the Exchange of Real Estate Agreement for the Research Park is made and entered as of the ____ of _____, 1999, by and between the City of Evanston, Illinois, a home rule unit of local government located in Cook County, Illinois ("the City") and Northwestern University ("University").

A. Paragraph 3.1. is hereby amended by adding the following paragraph

3.1(g):

(g) Zoning of Maple Avenue/Foster Street Property. Based upon an application submitted and presented jointly by the City and the University, the zoning of the property located at the southeast corner of the intersection of Maple Avenue and Foster Street (the "**Maple Avenue/Foster Street Property**") shall have been amended from the U1 District to the U3 District, or any other District, which district: (i) shall include all permitted and special uses currently provided in the U1 District and "Parking structure (college and university)" and "Parking lot (college and university)," as permitted uses; (ii) shall provide for

minimum yard requirements not exceeding twenty-seven (27) feet for front yards, twenty (20) feet for side yards abutting a street, fifteen (15) feet for side yards, ten (10) feet for rear yards, and twenty (20) feet for yards between principal buildings, notwithstanding anything to the contrary provided in Section 6-4-1-9(A) and Appendix B of the Evanston Zoning Ordinance; (iii) shall provide for a maximum building height permitted for a parking structure of eighty-five (85) feet; and (iv) shall not include a transition landscape strip, as provided in the U1 District.

B. Paragraph 3.2. is hereby amended by adding the following paragraph

3.2(f):

(f) Parking Structure on Maple Avenue/Foster Street Property. Upon satisfaction of the Transaction Condition provided in Section 3.1(g), the University shall be entitled, notwithstanding further review and approval by the City, including Site Plan and Appearance Review, to construct a parking structure on the Maple Avenue/Foster Street Property containing the maximum number of parking spaces allowed within the zoning restrictions established in the rezoning of the Maple Avenue/Foster Street Property (anticipated to be about seven hundred (700) parking spaces). The University intends for the parking

structure, when built, to provide parking for multiple purposes, including, but not limited to, parking for faculty, staff, residential students and commuting students. At such time as the University decides to build the parking structure, the University shall undertake a design review process that will include the participation of the community, including the Fireman's Park Neighborhood Association (the "**Association**"), in the selection of the architect, review of the parking structure design (excluding the number of parking spaces), review of the landscaping design, and review of appropriate traffic studies. Such design review process shall involve the University in meeting with the community and appropriate City officials, after reasonable prior written notice of such meeting to the City Council and the City Manager, soliciting comments from the community and appropriate City officials, and considering and responding in good faith to reasonable comments of the community and appropriate City officials for a reasonable period of time. In conjunction with such design review process, the University shall in good faith consider alternative parking structure designs, including alternative parking structure designs that reduce the height of the parking structure and encroach upon minimum front, side and/or rear yard requirements; provided; however, that: (1) the number of parking spaces is not

reduced under such alternative design; (ii) there is consensus support for such alternative design within the community and the City, and; (iii) such alternative design, and any approvals and variations required from the City in connection with such alternative design, do not unreasonably delay construction of the parking structure or substantially increase the cost of construction of the parking structure. Notwithstanding the foregoing, the University retains final authority regarding all decisions related to the parking structure. The University agrees to implement security measures appropriate to use of the Maple Avenue/Foster Street Property as a parking structure; provided, however, that the University retains final authority regarding all decisions related to such security measures and the City recognizes and agrees that the University does not warrant the safety of any individual.

In all other respects the Exchange of Real Estate Agreement for the Research Park is confirmed. In the event of any conflict between this First Amendment and the Exchange Agreement, the First Amendment shall control.

IN WITNESS WHEREOF, this First Amendment has been duly authorized,
approved and executed by _____ as of the date and year first
above set forth.

CITY OF EVANSTON

By _____
Its _____

NORTHWESTERN UNIVERSITY

By _____
Its _____

Accepted and sworn to
above this ___ day of
_____ 1999.

Notary Public

