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Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 01/07/2004 03:42 PM Pg: 1 of 10

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AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND (LOTS 17, 18, 19 AND 22)

This **AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND (LOTS 17, 18, 19 AND 22)** ("Amendment") is made on this 1st day of January, 2004, 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 **AIDSCARE, INC.**, an Illinois not for profit corporation ("Developer"), located at 315 West Barry Avenue, Chicago, Illinois 60657, and is acknowledged and consented to by **AIDSCARE Residence II, LLC**, an Illinois limited liability company ("Owner").

RECITALS

WHEREAS, the City and Developer have previously entered into that certain Agreement for the Sale and Redevelopment of Land ("Redevelopment Agreement") dated as of December 22, 2001, and recorded on April 2, 2002 in the Office of Cook County Recorder as document number 0020374917, which Redevelopment Agreement sets forth the terms and conditions between and among the parties relating to (i) the sale by the City to the Developer of the real property commonly known as 1215-31 South Sawyer Avenue, Chicago, Illinois, and (ii) the Developer's commitment to develop a three-story, eighteen unit independent living facility for persons living with HIV/AIDS financed largely through the HUD Section 811 Capital Advance program (the "Section 811 Project") on the property;

WHEREAS, in accordance with the Redevelopment Agreement and by Quitclaim Deed dated April 8, 2002 ("Section 811 Quitclaim Deed"), the City conveyed and quitclaimed the following property to the Developer, which Quitclaim Deed was recorded

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with the Office of the Cook County Recorder on April 15, 2002 as document no. 20428245:

Lots 11 through 18 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a Subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the East ½ of the Northeast ¼ of that Part of the East ½ of the Southeast ¼ Lying North of Center Line of Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

Commonly known as 1215-31 South Sawyer Avenue, Chicago, Illinois 60623

Permanent Index Numbers:	16-23-207-005	16-23-207-009
	16-23-207-006	16-23-207-010
	16-23-207-007	16-23-207-011
	16-23-207-008	16-23-207-012

(hereinafter, the "Original Section 311 Property").

WHEREAS, the Developer only required Lots 11 through 16, inclusive, of the Original Section 811 Property to develop and construct the Section 811 Project;

WHEREAS, the Developer will use Lots 17 and 18 of the Original Section 811 Property (hereinafter, the "Lots 17 and 18 HOPWA Property") as part of the property upon which it will construct a three-story sixteen (16) unit independent living facility for persons with HIV/AIDS (the "HOPWA Project"), which project will be financed in part by a \$1,200,000 grant from the City to the Developer from the Housing Opportunities for People With Aids program;

WHEREAS, the City and Developer have previously entered into that certain Agreement for the Sale and Redevelopment of Land dated as of June 19, 2003 ("Second Redevelopment Agreement"), and recorded on July 3, 2003 in the Office of Cook County Recorder as document number 0318407006, which Second Redevelopment Agreement sets forth the terms and conditions between and among the parties relating to (i) the sale by the City to the Developer of the real property commonly known as 1235 South Sawyer Avenue, 1239 South Sawyer Avenue, 1249 South Sawyer Avenue and 1253 South Sawyer Avenue, Chicago, Illinois, and (ii) the Developer's commitment to develop on the foregoing property (a) the HOPWA Project, and (b) a three-story, thirty (30) unit supportive residence for persons living with HIV/AIDS (the "Supportive Project");

WHEREAS, in accordance with the Second Redevelopment Agreement and by Quitclaim Deed dated August 6, 2003 ("Quitclaim Deed"), the City conveyed and quitclaimed the real property consisting of Lots 19, 22 and 23 (*i.e.*, 1235 and 1239 South

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Sawyer) to the Developer, which Quitclaim Deed was recorded with the Office of the Cook County Recorder on August 19, 2003 as document no. 0323131089;

WHEREAS, the Developer requires Lots 19 and 22 (hereinafter the "Lot 19 and 22 HOPWA Property") for the HOPWA Project, and requires Lot 23 for the development and construction of the Supportive Project;

WHEREAS, the City will separately convey by quitclaim deed to the Developer the remaining portion of the property encumbered by the Second Redevelopment Agreement consisting of Lots 25, 26, 27 and 28 (commonly known as 1249 South Sawyer and 1253 South Sawyer), which lots the Developer will also use for the Supportive Project (hereinafter, Lots 23, 25, 26, 27 and 28 are the "Supportive Property");

WHEREAS, in accordance with that certain Partial Release of the Redevelopment Agreement of even date herewith, the Lot 17 and 18 HOPWA Property is being concurrently released from the encumbrance and terms and conditions of the Redevelopment Agreement on the condition that the Lot 17 and 18 HOPWA Property be subjected to and encumbered by the terms and conditions of the Second Redevelopment Agreement;

WHEREAS, the City and Developer desire to amend the Second Redevelopment Agreement to subject the Lot 17 and 18 HOPWA Property to the encumbrances of the Second Redevelopment Agreement and to make other necessary modifications to the Second Redevelopment Agreement;

WHEREAS, the City and Developer are concurrently herewith entering into an Amendment to the Quitclaim Deed in order to modify certain covenants of the Quitclaim Deed to apply exclusively to the HOPWA Project (hereinafter the "Amended Quitclaim Deed");

WHEREAS, Developer is the sole member of AIDSCARE Residence II, LLC, an Illinois limited liability company ("Owner"), a single purpose entity that Developer has created to own and operate the HOPWA Project in accordance with the requirements of the Illinois Housing Development Authority, the senior lender for the HOPWA Project;

WHEREAS, the Owner will create liens or encumbrances on the HOPWA Property as a result of financing it has or will secure for the construction of the HOPWA Project from the Illinois Housing Development Authority, the City of Chicago and the Federal Home Loan Bank of Chicago through its member bank, First American Bank;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Exhibit A of the Second Redevelopment Agreement is hereby amended and replaced with Exhibit A-Amended attached hereto and incorporated herein by reference. All references in the Second Redevelopment Agreement to "Exhibit A" are hereafter references to "Exhibit A-Amended."

2. The third Whereas clause of the Second Agreement is hereby deleted and is replaced with the following:

"WHEREAS, the Developer intends to construct a (i) three-story thirty (30) unit Supporting Housing Residence for low-income and homeless persons with HIV/AIDS (the 'Supportive Project') on real property that includes Lots 23, 25, 26, 27 and 28 of the Property (*i.e.*, 1243, 1249 and 1253 South Sawyer) (hereinafter, the 'Supportive Property'), and (ii) a three-story sixteen (16) unit Independent Living Residence for low-income and homeless persons with HIV/AIDS (the "HOPWA Project") on real property that includes Lot 19 and 22 (*i.e.*, 1235 South Sawyer and 1239 South Sawyer) (hereinafter, the "HOPWA Property"), each of which Supportive Project and HOPWA Project are more fully described on Exhibit B attached hereto and each of which are consistent with the Midwest TIF Redevelopment Project and Plan ('Redevelopment Plan') for the Redevelopment Area;"

4. The fourth Whereas clause of the Second Agreement is hereby deleted and is hereby replaced with the following:

"WHEREAS, the HOPWA Project will be financed, in part, through loans and grants from the Illinois Housing Development Authority, the City of Chicago, the Federal Home Loan Bank of Chicago through its member bank, First American Bank, and the Illinois Department of Commerce and Economic Opportunity, and the Supportive Project will be financed, in part, through loans and grants from Illinois Housing Development Authority, the City of Chicago, the Federal Home Loan Bank of Chicago, the Illinois Department of Commerce and Economic Opportunity, and the Daniel Ruscitti Foundation;"

5. For the purposes of this Amendment:

(a) all references in Sections 5, 7, 8, 11, 12, 14, 16 and 18 of the Redevelopment Agreement to "Project" and "Improvements" shall hereinafter mean the "HOPWA Project;" and

(b) all references in Sections 5, 6, 7, 9, 10, 11, 12, 14, 16, 17 and 18 to "Property" shall mean the "HOPWA Property."

6. Section 9B of the Redevelopment Agreement is hereby deleted and is replaced with the following provision:

"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

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sale, lease, rental, use or occupancy of the HOPWA Property or any improvements located or to be erected thereon, except that tenants and potential tenants must be part of a household containing at least one person 21 years of age or older with a physically disabling condition resulting from HIV/AIDS.”

7. For the purposes of this Amendment, Section 14.C.4 of the Redevelopment Agreement is hereby deleted and is replaced with the following provision affecting Lots 17, 18, 19 and 22:

“After Conveyance. If subsequent to the conveyance of the HOPWA Property to the Developer but prior to the issuance of the Certificate of Completion for the HOPWA Project, the Developer defaults in any specific manner described in Section 14.C.2 of the Second Redevelopment Agreement, the City, by written notice to the Developer, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the HOPWA Property, terminate the estate conveyed by the City to the Developer and revert title to the HOPWA Property in the City; provided, however, that the reverting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Second Redevelopment Agreement, as amended herein. The City's right of reverter and re-entry relating to the HOPWA Property shall terminate upon the issuance of a Certificate of Completion for the HOPWA Project.”

8. In compliance with Section 10 of the Second Redevelopment Agreement, the Quitclaim Deed, and the Amended Quitclaim Deed, the City consents to the conveyance of the HOPWA Property by Developer to Owner. The Owner acknowledges and agrees that upon conveyance of the HOPWA Property by the Developer, it shall assume all of the Developer's rights, title and interest in and perform all of the Developer's duties, obligations, liabilities and responsibilities under the Redevelopment Agreement, as amended herein, the Quitclaim Deed and the Amended Quitclaim Deed concerning or relating to the construction, development and operation of the HOPWA Project on the HOPWA Property.


9. The terms and conditions of this Amendment shall affect only the HOPWA Property, which is described more precisely in Exhibit A attached hereto and incorporated herein by reference. This Amendment does not affect the Supportive Property, Wellness Property or Multipurpose Property. Except as otherwise provided in this Amendment, the terms of the Second Redevelopment Agreement remain in full force and effect.

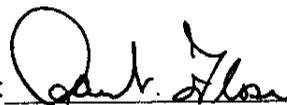
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IN WITNESS WHEREOF, the City of Chicago and AIDSCARE, Inc. have each executed this Amendment to Agreement for the Sale of Land (Lots 17, 18, 19 and 22) as of the first date written above.

City of Chicago, an Illinois municipal corporation

AIDSCARE, Inc., an Illinois not for profit corporation

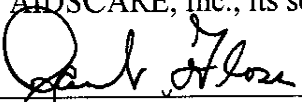
By: 
John Baldwin
Project Manager, Department of
Planning and Development, its
authorized agent

By: 
Name: James V. Flosi
Title: President

ACKNOWLEDGED AND CONSENTED TO
this 6th day of January, 2004

AIDSCARE RESIDENCE II, LLC, an Illinois limited liability company

By: AIDSCARE, Inc., its sole member

By: 
Name: James V. Flosi
Title: President

Property of Cook County Clerk's Office

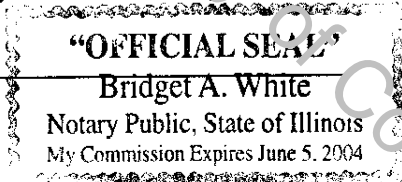
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State of Illinois)
) ss.
County of Cook)

Before me, a Notary Public, in and for said County and State, on this day appeared James V. Flosi, personally known to me to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be the President of AIDSCARE Inc., an Illinois not-for-profit corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office this 6th day of January, 2004.

My commission expires:



Bridget A. White
Notary Public

State of Illinois)
) ss.
County of Cook)

Before me, a Notary Public, in and for said County and State, on this day appeared John Baldwin, personally known to me to be a Project Manager for the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, 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 acknowledged that as Project Manager, he signed and delivered the instrument pursuant to the authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and seal of office this 1st day of January, 2004.



Candice Hanhardt
Notary Public

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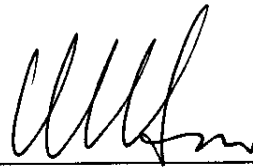
State of Illinois)
) ss.
County of Cook)

Before me, a Notary Public, in and for said County and State, on this day appeared James V. Flosi, personally known to me to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be the President of AIDSCARE Inc., an Illinois not-for-profit corporation, and the sole member of AIDSCARE Residence II, LLC, acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the free and voluntary act and deed of AIDSCARE Residence II, LLC, for the uses and purposes therein set forth.

Given under my hand and seal of office this 6th day of January, 2004.

My commission expires:

02/13/06



Notary Public



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EXHIBIT A-AMENDED

Legal Description

LOTS 17, 18, 19, 22, 23, 25, 26, 27 AND 28 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1229 South Sawyer Avenue, Chicago, Illinois 60623
 1231 South Sawyer Avenue, Chicago, Illinois 60623
 1235 South Sawyer Avenue, Chicago, Illinois 60623
 1239 South Sawyer Avenue, Chicago, Illinois 60623
 1249 South Sawyer Avenue, Chicago, Illinois 60623
 1253 South Sawyer Avenue, Chicago, Illinois 60623

Property Index Numbers:	16-23-207-011	16-23-207-016
	16-23-207-012	16-23-207-020
	16-23-207-013	16-23-207-036

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EXHIBIT B

HOPWA PROJECT:

The HOPWA Project will be a three-story 16 unit independent living facility located at 1235 S. Sawyer Avenue, Chicago, Illinois, and will be offered for rental by tenants who are members of an income-qualified household containing at least one person 21 years of age or older with a physically disabling condition resulting from HIV/AIDS.

SUPPORTIVE PROJECT

The SUPPORTIVE Project will be a three-story 30 unit supportive living facility located at 1251 S. Sawyer Avenue, Chicago, Illinois, and will be offered for rental by tenants who are members of an income-qualified household containing at least one person 21 years of age or older with a physically disabling condition resulting from HIV/AIDS. The Supportive Project will be developed and constructed after construction commences on the HOPWA Project.

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