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REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES, INC.

AND

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE

MIT 4335826.

This agreement was prepared by
and after recording return to:
Randall L. Johnson, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

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LIST OF EXHIBITS

Exhibit A	*Western/Ogden Redevelopment Area
Exhibit A-2	*Near West Redevelopment Area
Exhibit B	*Roosevelt Property
Exhibit B-2	*Green Property
Exhibit C	*TIF-Funded Improvements
Exhibit D-1	Western/Ogden Redevelopment Plan
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Exhibit E	Construction Contract
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Exhibit G	*Permitted Liens
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Exhibit I	Approved Prior Expenditures
Exhibit J	Opinion of Developer's Counsel
Exhibit K	[Intentionally Omitted]
Exhibit K-1	Preliminary Debt Service Schedule
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Exhibit L	Requisition Form
Exhibit M	*Form of City Note #1
Exhibit M-2	*Form of City Note #2
Exhibit N	Form of Release of Green Property
Exhibit O	Form of Subordination Agreement
Exhibit P	Form of Payment Bond

(An asterisk (*) indicates which exhibits are to be recorded.)

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This agreement was prepared by and after recording return to:
Randall L. Johnson, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE REDEVELOPMENT AGREEMENT

This Chicago Christian Industrial League Redevelopment Agreement (this "**Agreement**") is made as of this 11 day of May, 2004, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), Chicago Christian Industrial League Properties, Inc., an Illinois not for profit corporation (CCIL Properties"), and Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL"), which is the sole member of CCIL Properties. The term "Developer", as used in this Agreement, shall mean CCIL Properties and CCIL collectively, except when used solely with respect to the Roosevelt Property (as hereafter defined) or the receipt of City TIF Funds in which case it shall refer solely to CCIL Properties.

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "**State**"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "**Act**"), to finance projects that eradicate blighted conditions and protect conservation areas through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority:

1. To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Western/Ogden Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Western/Ogden Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Western/Ogden Redevelopment Project Area" (the "**Western/Ogden TIF Adoption Ordinance**"). The redevelopment project area referred to above (the "**Western/Ogden Redevelopment Area**") is legally described in Exhibit A hereto.

2. To further induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on March 23, 1989 (amended as specifically set forth below): (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near West Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Near West Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act" revised and amended on June 10, 1996 and June 6, 2001; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near West Redevelopment Project Area" (the "**Near West TIF Adoption Ordinance**") (items(1)-(3) in paragraph C.1. above and items (1)-(3) in this paragraph 2. collectively referred to herein as the "**TIF Ordinances**"). The Near West Redevelopment Project Area referred to above (the "**Near West Redevelopment Area**") is legally described in Exhibit A-2 hereto.

D. The Project: The Developer intends to purchase from the City (the "**Acquisition**") certain property located within the Western/Ogden Redevelopment Area at 2750 West Roosevelt Road (formerly referred to as 2736 West Roosevelt Road), Chicago, Illinois 60612 and legally described on Exhibit B hereto (the "**Roosevelt Property**"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of an

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approximately 105,860 square foot new campus facility which will include a transitional housing facility, adult & child development operations (including a training center), offices and attendant service facilities (the "**Facility**") thereon. The Developer also intends to (i) demolish existing improvements and perform environmental remediation on certain property located within the Near West Redevelopment Area at 123 South Green Street, Chicago, Illinois 60607 and legally described on Exhibit B-2 hereto (the "**Green Property**") and to prepare the site for redevelopment in keeping with surrounding land use (ii) relocate the Developer's current operations from the Green Property to the Roosevelt Property (the Green Property and the Roosevelt Property hereinafter collectively referred to as the "**Properties**" or the "**Sites**"). The Facility, the work described in the preceding sentence and other related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "**Project.**" The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan(s): The Project will be carried out in accordance with this Agreement, the City of Chicago Western/Ogden Tax Increment Financing Redevelopment Project and Plan (the "**Western/Ogden Redevelopment Plan**") attached hereto as Exhibit D-1 and the City of Chicago Near West Tax Increment Financing Project and Plan (the "**Near West Redevelopment Plan**") attached hereto as Exhibit D-2. The Western/Ogden Redevelopment Plan and the Near West Redevelopment Plan may be collectively referred to as the "Redevelopment Plan(s)".

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of City Note #1 (defined below), the proceeds of City Note #2 (defined below), and/or (ii) Western/Ogden Incremental Taxes (defined below) to pay for or reimburse the Developer for the costs of TIF-Funded Improvements relating to the Facility pursuant to the terms and conditions of this Agreement. The City also agrees to use the proceeds (the "**Near West TIF Bond Proceeds**") from previously issued bonds (the "**Near West TIF Bonds**") secured by Near West Incremental Taxes (defined below) and/or Near West Incremental Taxes (defined below) to pay for demolishing existing improvements on the Green Property, performing environmental remediation on the Green Property and the cost of relocating the Developer from the Green Property to the Roosevelt Property.

In addition, the City may, in its sole discretion, issue (i) tax increment allocation bonds (the "**Western/Ogden TIF Bonds**") secured by Western/Ogden Incremental Taxes pursuant to a TIF bond

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ordinance (the "**Western/Ogden TIF Bond Ordinance**") at a later date as described in Section 4.03(c) hereof, the proceeds (the "**Western/Ogden TIF Bond Proceeds**") of which may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Western/Ogden Incremental Taxes (including any such payment made pursuant to any City Note provided to the Developer pursuant to this Agreement), to make payments of principal and interest on any City Note, or in order to reimburse the City for the costs of TIF-Funded Improvements incurred in the Western/Ogden Redevelopment Area.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"**Act**" shall have the meaning set forth in the Recitals hereof.

"**Acquisition**" shall have the meaning set forth in the Recitals hereof.

"**Affiliate**" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"**Certificate of Completion**" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"**Certificate of Expenditures**" shall mean any Certificate of Expenditure issued pursuant to Section 4.07 pursuant to which the principal amounts of City Note #1 and City Note #2 will be established.

"**Change Order**" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as

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described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"**City Council**" shall have the meaning set forth in the Recitals hereof.

"**City TIF Funds**" shall mean (i) the funds paid to the Developer pursuant to the City Notes and (ii) the funds paid to the Developer for relocation from, demolition of existing improvements from and environmental remediation all to be performed on the Green Property.

"**City Note #1**" shall mean the City's Note, to be in the form attached hereto as Exhibit M-1, in the maximum principal amount of \$2,000,000, issued to the Developer on or as of the date hereof as provided herein. City Note #1 shall bear interest as provided in Section 4.03(b), shall be taxable, and shall provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"**City Note #2**" shall mean the City's Note #2, to be in the form attached hereto as Exhibit M-2, in the maximum principal amount of \$3,522,900, issued to the Developer on or as of the date hereof as provided herein. City Note #2 shall bear interest as provided in Section 4.03(b), shall be taxable, and shall provide for accrued, but unpaid, interest to bear interest at the same annual rate.

"**City Notes**" shall mean and refer to City Note #1 and City Note #2 collectively.

"**Closing Date**" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"**Construction Contract**" shall mean that certain contract, to be entered into between the Developer and the General Contractor providing for construction of the Facility, and which shall be attached hereto as Exhibit E.

"**Corporation Counsel**" shall mean the City's Office of Corporation Counsel.

"**Employer(s)**" shall have the meaning set forth in Section 10 hereof.

"**Environmental Laws**" shall mean 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

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force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) to be available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City (but solely for the purpose of receiving copies of the Escrow Agreement, monthly draw requests, monthly disbursement reports, and information from the Title Company), the Title Company (or an affiliate of the Title Company), the Developer and the Developer's Lender(s), substantially in the form of Exhibit F attached hereto, with such changes as may be reasonably required by such Lenders.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer, and its parent company, if any, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

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"**Green Property**" shall mean the meaning set forth in the Recitals hereof.

"**Hazardous Materials**" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"**Lender**" shall have the meaning set forth in Section 4.04.

"**Lender Financing**" shall mean funds borrowed from Lenders by the Developer, or to be borrowed from Lenders by Developer and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"**MBE(s)**" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise.

"**MBE/WBE Budget**" shall mean the budget attached hereto as Exhibit H-2, as described in Section 10.03.

"**Municipal Code**" shall mean the Municipal Code of the City of Chicago.

"**Near West Incremental Taxes**" shall mean such ad valorem taxes which, pursuant to the Near West TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Near West Redevelopment Project Area Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"**Near West Redevelopment Area**" shall have the meaning set forth in the Recitals hereof.

"**Near West Redevelopment Plan**" shall have the meaning set forth in the Recitals hereof.

"**Near West Redevelopment Project Area Special Tax Allocation Fund**" shall mean the special tax allocation fund created by the City in connection with the Near West Redevelopment Area into which the Near West Incremental Taxes will be deposited.

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"**Near West TIF Adoption Ordinance**" shall have the meaning set forth in the Recitals hereof.

"**Near West TIF Bonds**" shall have the meaning set forth in the Recitals hereof.

"**Near West TIF Bond Ordinance**" shall have the meaning set forth in the Recitals hereof.

"**Non-Governmental Charges**" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Properties or the Project.

"**Other Bond Ordinance**" shall mean the City ordinance authorizing the issuance of the Other Bonds.

"**Other Bond(s)**" shall have the meaning set forth for such term in Section 8.05 hereof.

"**Other Public Funds**" shall have the meaning set forth in Section 4.03(f) hereof.

"**Permitted Liens**" shall mean those liens and encumbrances against the Properties and/or the Project set forth on Exhibit G hereto.

"**Plans and Specifications**" shall mean initial construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project. There may be separate Plans and Specifications for the portion of the Project on the Roosevelt Property and for the portion of the Project on the Green Property.

"**Prior Expenditure(s)**" shall have the meaning set forth in Section 4.05(a) hereof.

"**Project**" shall have the meaning set forth in the Recitals hereof.

"**Project Budget**" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DPD, in accordance with Section 3.03 hereof.

"**Redevelopment Project Costs**" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Western/Ogden or Near West

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Redevelopment Plans or otherwise referenced in the Western/Ogden or Near West Redevelopment Plans.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by the Developer to DPD pursuant to Section 4.04 of this Agreement.

"Roosevelt Property" shall have the meaning set forth in the Recitals hereof.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Facility.

"Surveys" shall mean Class A plats of survey, in the most recently revised form of ALTA/ACSM land title urban survey, of each of the Properties, dated with respect to the Survey of the Roosevelt Property within 90 days prior to the Closing Date and with respect to the Green Property within 90 days prior to demolition of the improvements thereon, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Properties are in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Roosevelt Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing), which shall be updated upon completion of the Project to be an "as built" Class A plat of survey in the most recently revised form of ALTA/ACSM land title urban survey for the Roosevelt Property. Copies of the updated surveys shall be provided to the City within thirty (30) days of receiving a written request from DPD.

"Tax-Exempt Affiliate of Developer" shall mean an Affiliate of the Developer which is an organization described in Section 501(c)(2) or Section 501(c)(3) of the Internal Revenue Code, as from time to time amended. The sole member of the Tax-Exempt Affiliate of Developer shall be either the Developer or CCIL.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Western/Ogden Redevelopment Area is no longer in effect (through and including February 5, 2021).

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Western/Ogden and Near West Redevelopment Plans and (iii) the City has agreed to pay for out of the City TIF

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Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Chicago Title Insurance Company or such other title company of similar reputation satisfactory to the City.

"Title Policy" shall mean one or more title insurance policies, or commitments therefor, in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Properties, and a subordination agreement in favor of the City with respect to previously recorded liens against the Properties related to Lender Financing, if any, issued by the Title Company. The Title Policy for the Facility shall be updated upon completion of the Project at which time only title insurance policies (as described above) shall be acceptable.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

"Western/Ogden Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Western/Ogden TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Western/Ogden Industrial Corridor Special Tax Allocation Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Western/Ogden Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Western/Ogden Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Western/Ogden Redevelopment Project Area Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Western/Ogden Redevelopment Area into which the Western/Ogden Incremental Taxes will be deposited.

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"**Western/Ogden TIF Adoption Ordinance**" shall have the meaning set forth in the Recitals hereof.

"**Western/Ogden TIF Bonds**" shall have the meaning set forth in the Recitals hereof.

"**Western/Ogden TIF Bond Ordinance**" shall have the meaning set forth in the Recitals hereof.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications for the Facility and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than the later of September 15, 2003 or thirty (30) days after issuance of the building permits; and (ii) complete construction and conduct business operations therein no later than eighteen (18) months after commencing construction.

3.02 Scope Drawings and Plans and Specifications. The Developer shall deliver the Scope Drawings and Plans and Specifications to DPD no later than ten (10) business days after the Scope Drawings and Plans and Specifications have been submitted to the Department of Buildings for permit review; DPD shall review same as expeditiously as reasonably possible and approve or reject in writing. Scope Drawings and Plans and Specifications for the portions of the Project on the Roosevelt Property and for portions of the Project on the Green Property may be submitted at different times. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications for the Facility shall at all times conform to the Western/Ogden Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

The Developer shall provide the Development Finance Division of the DPD with a copy of the Interim Stage Part II Project Summary indicating that the Project conforms to the Plan of Development, the Site Plan, the Lakefront Ordinance (if applicable) and any applicable Administrative Reliefs.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the

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Project in an amount not less than twenty-five million four hundred twenty-two thousand nine hundred and no/100 dollars (\$25,422,900). The Developer hereby certifies to the City that the City TIF Funds, together with Lender Financing (which Lender Financing shall be irrevocably available from lenders as determined by the City acting in its discretion) and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project. The Developer hereby certifies to the City that (a) it has or will have prior to commencement of construction Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The City, acting in its discretion, shall determine whether said Lender Financing is irrevocably available. The Developer shall promptly deliver to DPD copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval, which approval shall be given or denied in writing within thirty (30) days of receipt of a Change Order: (a) a reduction in the square footage of the Facility; (b) a change in the use of the Roosevelt Property to a use other than as a Facility; (c) a delay in the completion of the Project by more than three (3) months in the aggregate, exclusive of delays subject to Section 18.17; and (d) Change Orders costing more than \$50,000 each, or which exceed an annual aggregate amount of \$500,000. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this Section 3.04). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. Also, an approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City TIF Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Properties or the Project. Prior to the start of

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construction, DPD shall have the right to (i) approve plans and specifications for the Project, (ii) approve the form of each general contractor contract (which must include approved language regarding the City's MBE/WBE, City Resident and Prevailing Wage requirements), (iii) the Survey for the Roosevelt Property to be developed, and (iv) the final Project Budget (including, notwithstanding anything herein to the contrary, any and all Change Orders processed prior to the start of construction). Also, notwithstanding anything herein to the contrary, in any event DPD shall have the right to approve Change Orders which reduce the square footage of the Facility, increase the Project Budget by 5% which requires the Project to not be In Balance as required by Section 4.07(g), change the use of the Roosevelt Property to a use other than as a Facility, or delay project completion by more than three (3) months in the aggregate, exclusive of delays in Section 18.17 hereof. DPD shall review all of the above and approve or reject the same in writing within fifteen (15) days of receipt. The Developer shall not proceed with any of the above without DPD written approval.

3.06 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of any stage of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) for such stage of the Project and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date by more than three (3) months in the aggregate (exclusive of delays subject to Section 18.17) being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). The written monthly progress reports will include, without limitation, duplicates of applicable support documentation verifying the disbursement and receipt of the project funds (i.e. draw requests, monthly escrow disbursement reports, invoices, cancelled checks, partial and final lien waivers and other documentation required to verify use of project funds). The Developer shall also provide DPD with the following: (a) three (3) copies of updated Surveys, upon the request of DPD or any lender providing Lender Financing, reflecting improvements made to, and demolitions that occurred on, the Properties, (b) monthly reports showing Developer's (i) utilization of MBE(s) and WBE(s) (See Section 10.03), (ii) payment of the prevailing wage rate (See Section 8.09) and (iii) use of City of Chicago residents (See Section 10.02) in completing the construction work (examination of

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(i), (ii) and (iii) shall all be based on expenditures to date), (c) if applicable, a report which includes a plan by the Developer to address any shortfall in the matters set forth in (b), and (d) draw requests made pursuant to the Escrow Agreement (such copies to be given concurrently with submission to the Title Company) each of which must be accompanied by, among other things, invoices, cancelled checks, lien waivers, owner's sworn statement, general contractor's sworn statement, and other documents required by the Lender as a prerequisite to disbursement. The City also retains the right to review draw requests prior to the attendant disbursement, but City approval thereof shall not be required prior to disbursement.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder. The inspecting architect may also be an agent, contractor or employee of Lender, if previously approved by DPD.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Properties during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Properties and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Roosevelt Property to City utility lines existing on or near the perimeter of the Roosevelt Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit,

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engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$21,422,900, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources (in the case of City TIF Funds not to exceed the amounts set forth below):

Equity - Sale of Green Property (subject to Section 4.06)	\$6,000,000
Equity - CCIL Fund-raising	\$5,000,000
Other Public Funds [See Sections 4.03(b), and 4.03(e)]	\$3,400,000
Estimated City TIF Funds (subject to Section 4.03)	\$7,022,900
- Available at closing	[\$1,500,000]
- Lender Financing - Repaid by City Notes	[\$5,522,900]
ESTIMATED TOTAL	\$21,422,900

The TIF assistance provided from the Near West Tax Increment Fund shall not exceed those amounts set forth on the Project Budget. Costs above the amounts set forth in the Project Budget shall be borne solely by the Developer and shall not have an impact on the reimbursement or reduction of City Note #2 as set forth in Section 4.03(b) below.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City TIF Funds & Other Project Financing.

(a) Uses of City TIF Funds. City TIF Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City TIF Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. The Developer is responsible for all development costs at the Roosevelt Property; the amount of such costs is equal to

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nineteen million nine hundred twenty-two thousand nine hundred and no/100 dollars (\$19,922,900) or the Total Project Cost (\$21,422,900) minus the sum of the City's demolition, remediation and relocation costs for the Green Property (up to \$1,500,000).

If the cost to develop the Roosevelt Property is less than \$19,922,900, the City shall share in the difference between the development cost and \$19,922,900 as set forth below, which difference may, at the City's option, be deducted from City Note #2 until the value of City Note #2 has been reduced to zero or may be deducted from the funds the City will advance for the work on the Green Property. After the value of City Note #2 has been reduced to zero, the City and the Developer will each receive 50% of the savings realized through a reduction in the cost to develop the Roosevelt Property. The nature and structure of the savings provided to the City shall be determined by the City in its sole discretion and shall include, but not be limited to, a reduction in the value of City Note #1; however the City acknowledges that said savings shall only be realized by the City as a result of a savings in the cost to develop the Roosevelt Property. Other Public Funds may only be used by Developer to pay for development costs at the Roosevelt Property after the value of City Note #2 has been reduced to zero by savings in the cost of developing the Roosevelt Property as set forth in this Section 4.03(a). The City is responsible for demolition, remediation and relocation costs for the Green Property up to a maximum of one-million, five hundred thousand dollars (\$1,500,000)-which includes a maximum of one million dollars (\$1,000,000) for demolition and environmental remediation and a maximum of five hundred thousand dollars (\$500,000) for relocation; except however, that the City may choose (as provided above) to be relieved of this obligation to the extent the cost to develop the Roosevelt Property is less than \$19,922,900 as set forth above.

(b) Sources of City TIF Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City TIF Funds from the sources and in the amounts described directly below (the "**City TIF Funds**") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

<u>Source of City TIF Funds</u>	<u>Maximum Amount</u>
City Note #1 - Western/Ogden Incremental Taxes	\$2,000,000
City Note #2 - Western/Ogden Incremental Taxes (subject to reduction - see Section 4.03 above)	\$3,522,900
Near West Incremental Taxes	\$1,500,000

provided, however, that the total amount of City TIF Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Seven Million Twenty-Two Thousand Nine Hundred and No/100 Dollars (\$7,022,900) or Thirty-two and 782/1000 percent (32.782%) of the actual total Project costs minus the City's cost to acquire,

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demolish and remediate the Roosevelt Property, but this limit shall not reduce City Note #2 or City Note #1 below the amount remaining after reductions because of Other Public Funds or savings in the cost to develop the Roosevelt Property; and provided further, that the \$7,022,900 (as adjusted by this Section 4.03(b) to be derived from Western/Ogden Incremental Taxes, Near West Incremental Taxes, Western/Ogden TIF Bond Proceeds and/or Near West TIF Bond Proceeds, if any, shall be (i) available to pay costs related to TIF-Funded Improvements pursuant to a debt service schedule for the City Notes attached hereto, and made a part hereof, as Exhibit K-1 or K-2 (a preliminary debt service schedule is attached hereto as Exhibit K-1 and a final debt service schedule shall be completed and attached as Exhibit K-2 upon issuance of the Certificate of Completion) and (ii) allocated by the City for that purpose only so long as:

(i) the amount of the Western/Ogden Incremental Taxes deposited into the Western/Ogden Redevelopment Project Area Special Tax Allocation Fund and the amount of the Western/Ogden TIF Bond Proceeds (**if any**), in the aggregate, are sufficient to pay the portion of such costs related to the Roosevelt Property; and if and to the extent those taxes and Western/Ogden TIF Bond Proceeds deposited in said Fund are sufficient, payments will be made on the City Notes according to the above said debt service schedule then in effect or the City, acting in its sole discretion, may pre-pay the principal amount due under the City Notes; and

(ii) the amount of Near West Incremental Taxes deposited into the Near West Redevelopment Project Area Special Tax Allocations Fund and the amount of the Near West TIF Bond Proceeds, in the aggregate, are sufficient to pay the portion of such costs related to the Green Property; and

provided further that the City is not required to make payments with respect to the Facility in excess of the amounts shown in Exhibit K-1 and K-2 hereto, as applicable in the case of (i) above, or \$1,500,000 in the case of (ii) above.

Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Notes to the Developer on the Closing Date. The principal amount of the City Notes shall not exceed the amount of TIF eligible expenses incurred by Developer and to be reimbursed by the City through payments of principal and interest on the City Notes subject to the provisions hereof; provided, however, that the maximum principal amount of the City Funds shall be an amount not to exceed the lesser of \$7,022,900 or thirty-two and 782/1000 percent (32.782%) of the actual total Project costs minus the City's cost to acquire, demolish and remediate the Roosevelt Property but this limit shall not reduce City Note #2 or City Note #1 below the amount remaining after reductions because of [other Public Funds] or savings in the cost to develop the Roosevelt Property; and provided, however, that payments of City Funds to the Developer are subject to the amount of Western/Ogden Incremental Taxes deposited into the Western/Ogden Redevelopment Area Special Tax Allocation Fund and the Western/Ogden TIF Bond Proceeds and Near West Incremental Taxes

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deposited into the Near West Redevelopment Area Special Tax Allocation Fund and Near West TIF Bond Proceeds, respectively, being sufficient for such payments. If, upon issuance of the Certificate of Completion, the principal amount of the City Notes exceeds TIF eligible expenses incurred, the principal amount of the City Notes, and any accrued interest, will be reduced accordingly. Payment on the City Notes will not begin until issuance of the Certificate of Completion. TIF eligible costs shall include the following expenses: Fifty Per Cent (50%) of the cost of constructing low income dwelling units, infrastructure improvements, demolition, site preparation, environmental remediation, and the costs of other activities eligible for reimbursement with TIF funds pursuant to the Act.

City Note #1: City Note #1 will be used to reimburse the Developer for TIF eligible expenses incurred at the Roosevelt Property. City Note #1 will be funded solely from Western/Ogden Incremental Taxes, will bear interest at a rate equal to the lesser of the Developer's permanent financing rate (meaning the interest rate on a loan secured by a pledge of the City Notes if there is such a loan) or 9%, and will accrue upon issuance and upon certified expenses only.

City Note #2: Issuance of City Note #2 assumes the Developer will incur TIF eligible expenses in excess of those to be reimbursed by the City Note #1. City Note #2 will bear interest at a rate equal to the lesser of the Developer's permanent Financing rate (meaning the interest rate on a loan secured by a pledge of the City Notes if there is such a loan) or 9%. Interest will accrue upon issuance and upon certified expenses only. City Note #2 will be funded from Western/Ogden Incremental Taxes. The final principal amount of City Note #2 will be determined upon issuance of the final Certificate of Completion.

Reduction in principal amount of City Note #2: City Note #2 is intended to aid the Developer in securing additional construction financing. The principal amount of City Note #2 (and the attendant accrued interest on said reduced principal) will be reduced as the Developer acquires Other Public Funds from other governmental sources (examples of said government sources are set forth in Section 4.03(e) below). Developer's receipt of Other Public Funds (as set forth in Section 4.03(e) below) in excess of the initial principal amount of City Note #2 will only cause the principal amount of City Note #2 (not City Note #1) to be reduced. Interest that has accrued upon certified expenses on any principal amount(s) of City Note #2 shall also be reduced if Developer secures additional funding from Other Public Funds (e.g. if \$400,000 of certified expenses are applied to City Note #2 and Developer later obtains \$400,000 in additional funding, interest on the \$400,000 will not accrue or be paid from the date such Other Public Funds are paid).

Near West Incremental Taxes: Near West Incremental Taxes or Near West TIF Bond Proceeds will be used to pay for up to \$1,500,000 of the cost of demolishing existing improvements present at, and

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performing environmental remediation on, the Green Property as well as the expense of relocating Developer from the Green Property. No more than One Million Dollars (\$1,000,000) will be provided for demolition and environmental remediation and no more than five hundred thousand dollars (\$500,000) will be provided for relocation. The City shall reimburse Developer as costs are incurred, subject to the receipt of Requisition Form(s) and other related documents. Reimbursement shall be made no more than once per month. The City's obligation to pay for work performed on and relocation from the Green Property will be subject to all prior obligations of the City to be secured or funded by the Near West Incremental Taxes and Near West Bond Proceeds.

(c) Western/Ogden TIF Bonds. Within two years of the date the Certificate of Completion is issued:

(i) The Commissioner of DPD and the Comptroller agree that upon the request of the Developer such officials, acting in their sole discretion within a two (2) year period ending on the anniversary date of the issuance of the Certificate of Completion, may recommend that the City Council approve an ordinance or ordinances authorizing the issuance of Western/Ogden TIF Bonds in an amount which, in the opinion of the Comptroller, is marketable under the then current market conditions and is sufficient, at a minimum, to fully repay the City Notes (and all costs of issuance related thereto); provided, however, that if, in the opinion of the Comptroller (i) there is an insufficient market for such Western/Ogden TIF Bonds, or (ii) the Western/Ogden TIF Bonds could not be issued in an amount sufficient to pay off the City Notes, or (iii) the Western/Ogden TIF Bonds would bear interest at a rate higher than the interest rate applicable to the City Notes, or (iv) the City's financial advisor, if any, or the proposed underwriter(s) determine that the market would require reserve accounts or debt service coverage levels higher than generally established and experienced by the City for municipal revenue obligations such as the Western/Ogden TIF Bonds, or (v) if the issuance of such Western/Ogden TIF Bonds would adversely affect the City's bond rating or in any other way materially and adversely affect City finances, such officials will not (but may in such officials' sole discretion) recommend approval of such ordinance(s). After payment of the cost of issuance, the proceeds of the Western/Ogden TIF Bonds shall be first applied to payment of City Note #2 and any balance to the payment of City Note #1. If the proceeds of the Western/Ogden TIF Bonds are not sufficient to pay off the Notes the City shall, if deemed feasible by the Commissioner of DPD and the Comptroller, issue tax increment revenue obligations subordinate to the Western/Ogden TIF Bonds to replace City Note #1 and/or City Note #2 based on the increment available at such time. The Developer will cooperate with the City in the issuance of Western/Ogden TIF Bonds, as provided in Section 8.05 hereof.

(ii) Prior to the submission of any such ordinance for approval by the City Council, the Developer shall agree to

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cooperate with the City in issuing such Western/Ogden TIF Bonds. However, the City shall pay the costs of issuing such Western/Ogden TIF Bonds, including but not limited to bond counsel fees, underwriters' fees and consultants' fees.

(d) Retainage. [Intentionally Left Blank]

(e) Other Project Financing. The Developer has or will receive funding from the following sources:

Empowerment Zone	3,000,000
Developer Fund-raising	5,000,000
Sale of Green Property	6,000,000
McKinney-Dept. of Human Service	400,000
Total	14,400,000

The Developer has applied or will apply for funding from additional governmental sources in addition to those shown above in this Section 4.03(e), which additional governmental sources of funding are defined in Section 4.03(f) as Other Public Funds:

(f) Other Public Funds. Any additional funding received from governmental sources other than those listed in Section 4.03(e) ("**Other Public Funds**") will reduce the principal amount of City Note #2 as noted in Sub-sections (a) and (b) of this Section 4.03.

Other Public Funds includes the following sources:

1. The Illinois Clean Energy Foundation;
2. Illinois Department of Commerce and Community Affairs;
3. The Illinois First Program;
4. The City of Chicago Department of Housing - The Illinois Affordable Housing Tax Credit Program;
5. Illinois Housing Development Authority Affordable Housing Tax Credit Program; and
6. The Federal Home Loan Bank.

4.04 Construction Escrow; Requisition Form. (a) The City and the Developer hereby agree that the City shall enter into any Escrow Agreement required by any lender ("**Lender**") providing Lender Financing in order that the City shall receive copies of the Escrow Agreement and any draw or disbursement requests made pursuant thereto. All disbursements of Project funds (except for the Prior Expenditures) shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City must receive copies of any draw requests, monthly disbursement reports and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) Starting on the relevant dates set forth in paragraphs (1) and (2) below and prior to each November 30 (or such other date as the parties may agree to) thereafter, beginning in 2004 and

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continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement for TIF-Funded Improvements, the Developer shall provide DPD with separate Requisition Form(s) for work performed on the Roosevelt Property and the Green Property, along with the support documentation verifying the costs including, without limitation, escrow draw requests, partial and final lien waivers, invoices and cancelled checks and other documentation described in the relevant Requisition Form. Requisition for reimbursement of TIF-Funded Improvements for work performed on the Properties shall be made as provided in paragraphs (1) and (2) below (or as otherwise permitted by DPD). On each December 1 (or such other date as may be acceptable to the parties), beginning in 2004 and continuing throughout the Term of the Agreement, the Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

(1) Green Property Requisition Form(s). The Developer shall provide a Requisition Form, along with the documentation describe therein and set forth in this Section 4.04(b) for costs relating to relocation from, demolition of existing improvements and environmental remediation to be performed on the Green Property; these Requisition Forms shall be submitted no more frequently than monthly and paid solely from Near West TIF Funds up to a maximum of one million dollars (\$1,000,000) for demolition and environmental remediation and a maximum of Five hundred thousand dollars (\$500,000) for relocation for a total maximum of \$1,500,000. Reimbursement for work on the Green Property shall be made by check made payable to Developer. Submission of Green Property Reimbursement Forms may start on the first day of the first full month after work on the Green Property begins.

(2) Roosevelt Property Requisition Form(s). The Requisition Form(s) for work performed on the Roosevelt Property shall be submitted to the City by Developer annually starting the first day of the first full month after construction of the Facility is complete. Completion of construction of the Facility shall be evidenced by issuance of a certificate of occupancy by the relevant department of the City of Chicago. Roosevelt Property Requisition Forms shall also include documentation described therein and other documents described above in this Section 4.04(b).

Notwithstanding anything herein to the contrary, the November 30 submission deadline set forth in Section 4.04(b) hereof shall not apply to the Developer first request for reimbursement following completion of construction of the Facility and issuance of the Certificate of Completion, and the City shall make a payment of [all] debt service that has then come due on the City Notes under the debt service schedule in Exhibit K-1 or K-2, as applicable; provided that all other conditions precedent to receiving payment under the City Notes set forth herein have been satisfied including, without limitation, the submission of a Requisition Form with all appropriate documentation.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the execution of this Agreement and after the designation of the Western/Ogden TIF District, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "**Prior Expenditures**"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the Prior Expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Purchase of Roosevelt Property and Land Disposition by City. The City intends to sell the Roosevelt Property to the Developer for \$1 (one) dollar. The sale of the Roosevelt Property by the City to the Developer shall be governed by a separately negotiated sale contract. The contract for the sale of the Roosevelt Property shall include the standard right of reverter and shall be governed by all of the terms and conditions included in this Agreement. The Roosevelt Property includes the following permanent index numbers:

Permanent Index Numbers			
16.13.421.009.0000	16.13.421.022.0000	16.13.421.032.0000	16.13.421.043.0000
16.13.421.010.0000	16.13.421.023.0000	16.13.421.033.0000	16.13.421.044.0000
16.13.421.011.0000	16.13.421.024.0000	16.13.421.034.0000	16.13.421.045.0000
16.13.421.012.0000	16.13.421.025.0000	16.13.421.036.0000	16.13.421.046.0000
16.13.421.013.0000	16.13.421.026.0000	16.13.421.037.0000	16.13.421.047.0000
16.13.421.014.0000	16.13.421.027.0000	16.13.421.038.0000	16.13.421.048.0000
16.13.421.015.0000	16.13.421.028.0000	16.13.421.039.0000	16.13.421.049.0000
16.13.421.019.0000	16.13.421.029.0000	16.13.421.040.0000	16.13.421.050.0000
16.13.421.020.0000	16.13.421.030.0000	16.13.421.041.0000	16.13.421.051.0000
16.13.421.021.0000	16.13.421.031.0000	16.13.421.042.0000	16.13.421.052.0000

(c) City Fee. INTENTIONALLY LEFT BLANK

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$50,000 for any one transfer or \$500,000 in the annual aggregate, may be made without the prior written consent of DPD.

(e) Allocation of Costs With Respect To Sources of Funds.

(i) Green Property. Regarding costs incurred by Developer to (i) relocate from, (ii) demolish existing improvements on and (iii) perform any required environmental remediation on the Green Property, the City shall pay for

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such costs as the Developer incurs (not pays) such costs, up to a maximum of \$1,000,000 for demolition and remediation and \$500,000 for relocation.

(ii) Roosevelt Property. The final principal amount of the City Notes shall be determined upon issuance of the Certificate of Completion. Upon completion of the Project and after issuance of a Certificate of Completion, the City shall begin making payments of principal and interest under the City Notes.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City TIF Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City TIF Funds and of completing the Project.

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Starting from the date the Developer makes its first request and no more than once every three (3) months thereafter, upon request of the Developer and upon compliance with the requirements of this Section 4.07, the City shall execute and deliver a Certificate of Expenditure in form attached to the City Notes. Such Certificates of Expenditure shall (i) evidence Redevelopment Project Costs and TIF-Funded Improvements, (ii) initially be issued first with respect to City Note #1 and may continue until Certificates of Expenditure equal to the maximum principal amount of City Note #1 have been issued, and (iii) thereafter be issued with respect to City Note #2 and may continue until Certificates of Expenditure equal to the maximum principal amount of City Note #2 have been issued. The most recent Certificate of Expenditure issued with respect to a City Note shall be conclusive evidence of the outstanding principal balance under such City Note, less any principal payments thereafter made with respect to such City Note. Prior to each disbursement of City Funds hereunder and execution of a Certificate of Expenditure by the City, the Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by the Developer to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

(a) the total amount of the request for Certificate of Expenditure represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for Certificate of Expenditure have been paid to the parties entitled to such payment;

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(c) the Developer has approved all work and materials for the current request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Roosevelt Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("**In Balance**") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "**Available Project Funds**" as used herein shall mean: (i) the undisbursed City TIF Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City TIF Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the Near West TIF Bond Ordinance, Western/Ogden TIF Bond Ordinance, the Near West TIF Bonds, the Western/Ogden TIF Bonds, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City TIF Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City TIF Funds are subject to being reimbursed if the Developer fails to complete the Project in accordance with the terms of this Agreement.

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4.09 Cost of Issuance. The Developer shall be responsible for paying all costs relating to the issuance of the City Notes, including costs relating to the opinion described in Section 5.09 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the later of the Closing Date or any other date which may clearly be contemplated by the terms of any subsection of this Section 5:

5.01 Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer will submit to DPD, and DPD will review and approve or deny, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof. Submission of the Scope Drawings and Plans and Specifications shall not be required prior to the Closing Date. However, the Developer shall not begin construction of the Project without first receiving DPD's approval of the Scope Drawings and Plans and Specifications for the Facility.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required to be obtained by the Closing Date by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Developer shall not begin to construct any construction stage or component of the Project without first receiving all necessary government approvals applicable to said stage or component. Evidence of the approvals referenced in this paragraph shall be promptly provided to DPD in a timely manner, but in any event no later than ten (10) business days following receipt.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has or is able to acquire Equity (including Developer fund-raising and proceeds from the sale of Developer's current facility) and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available, subject to compliance with the Lender's customary conditions, to be drawn upon by the Developer as needed and are sufficient (along with the Equity and other sources set forth in [Section 4.01]) to complete the Project. Notwithstanding anything herein to the contrary, Developer must provide proof acceptable to the City that Developer has Equity (including Developer fund-raising, proceeds from the sale of Developer's current facility and proceeds from the syndication of low-income housing tax credits received from the City Department of Housing ["DOH"] pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended) and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations

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under this Agreement before starting construction of the Facility. The Developer has delivered to DPD a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Properties in existence at the Closing Date, and any Lender Financing shall be subordinated to certain encumbrances of the City set forth herein (being those rights which are "City Encumbrances" under Exhibit O hereto) pursuant to a subordination agreement (the "**Subordination Agreement**"), in a form acceptable to the City (which shall be similar to that attached hereto as Exhibit O), and if said liens exist as of the Closing Date the Subordination Agreement shall be executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Properties, issued by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be reasonably required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking, if available), contiguity, location, access and survey. The Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Properties and certified copies of all easements and encumbrances of record with respect to the Properties not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Properties or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey for the Roosevelt Property.

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5.08 Insurance. The Developer, at its own expense, has insured the Properties in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer and its parent company, if any, have provided Financial Statements to DPD for its most recent three (3) fiscal years (if applicable to each entity), and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters, and application for additional sources of Project funding set forth in Section 4.03(e) including the status of application review and confirmation from those other sources (including the government agencies) of receipt of completed applications.

5.13 Environmental Audits. Regarding the Green Property, the Developer has provided the City with copies of that certain phase I environmental audit and any phase II environmental audit required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

Regarding the Roosevelt Property, the City is responsible for performing phase I and phase II (if necessary) environmental audits, the remediation and for acquiring documentation from the Illinois Environmental Protection agency certifying that no further remediation is required. The environmental assessment and remediation of the Roosevelt Property shall be governed by the land sale contract between the City and the Developer.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City

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has requested. The Developer has provided to the City an Economic Disclosure Statement from each individual, corporation or other entity who is a party to the Developer's ownership or control, this Agreement and all leases, in the City's then current form and dated as of the Closing Date. The City shall also have the right to examine the economic terms of all leases, management and other material agreements affecting the Developer's current operations or its operations to be conducted in the Project.

5.15 Litigation. The Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago. For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City TIF Funds. For Project work other than the TIF-Funded Improvements, if the Developer selects a General Contractor (or the General Contractor selects any subcontractor) who has not submitted the lowest responsible bid, the difference between the lowest responsible bid and the higher bid selected shall be subtracted from the actual total Project costs for purposes of the calculation of the amount of City TIF Funds to be contributed to the Project pursuant to Section 4.03(b) hereof. The Developer must show evidence that the lowest responsive and responsible bidder was chosen as set forth above, unless bids were otherwise approved by DPD. The Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications for the Facility have been approved by DPD and all requisite permits have been obtained.

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(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City TIF Funds shall not exceed ten percent (10%) of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. If portion of the Project includes work on the public way the Developer shall require, prior to commencement of the Project, that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01 (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate of Completion within forty-five

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(45) days by issuing either a Certificate of Completion or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate of Completion. The Developer may resubmit a written request for a Certificate of Completion upon completion of such measures. Notwithstanding anything herein to the contrary, in no event shall the Certificate of Completion be issued unless Developer has: (1) met the affordability criteria (as determined by DPD and City Department of Housing); (2) met the MBE/WBE, City Residency, and Prevailing Wage requirements; and (3) completed the Project in accordance with the Plans and Specifications.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate of Completion relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate of Completion, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate of Completion shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Subject to Section 18.23, those covenants specifically described at Sections 8.02, 8.06, 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Roosevelt Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate of Completion; provided that upon the issuance of a Certificate of Completion, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate of Completion shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to [Section 18.15] of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. Subject to the provisions of Section 15.03, if the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City TIF Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City TIF Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City TIF Funds available pursuant to Section 4.01,

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the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City TIF Funds; and

(c) the right to seek reimbursement of the City TIF Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt (if applicable) status of the City Notes.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City TIF Funds hereunder, that:

(a) the Developer is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois which is its state of incorporation, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Green Property and the Roosevelt Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing (including Other Public Funds) as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

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(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has, or will obtain in a timely fashion, and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate of Completion, the Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise directly or indirectly dispose of all or substantially all of its assets or any portion of the Roosevelt Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except to a Tax-Exempt Affiliate of the Developer; (3) enter into any transaction outside the ordinary course of the Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that would materially adversely affect the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition. Notwithstanding the language set forth above in this Section 8.01(j), the Developer may enter into agreements with financial institutions for construction and/or permanent financing for the Project and leases with tenants of the Project, if applicable. Developer shall provide the City with copies of all such loan documentation and leases.

Regarding the sale or disposition of the any portion of the Roosevelt Property prohibited under clause (2) of this Section 8.01(j), written consent of DPD shall be given in its sole discretion; however, after the issuance of the Certificate of Completion, such consent to any such sale or transfer shall be shall be given or withheld in DPD's reasonable discretion. In any event, DPD approval of such sales and transfers shall only be given if the purchaser, assignee or other successor agrees to assume all

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surviving responsibilities and covenants applicable to the Developer;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate of Completion, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Properties (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Properties (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing;

(l) the Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("**City Contract**") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Roosevelt Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Western/Ogden TIF Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Roosevelt Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate of Completion with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Western/Ogden and Near West Redevelopment Plans.

8.04 Use of City TIF Funds. City TIF Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) (i) any bonds in connection with the Western/Ogden Redevelopment Area, and (ii) any additional bonds in connection with the Western/Ogden Redevelopment Area or the Near West Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ((i) and (ii) are collectively referred to as the "**Other Bonds**"); provided, however, that any such amendments shall not have or cause

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an event which may have a material adverse effect on the Developer or the Project. In no event shall the Developer be required to incur expense in connection with the marketing of the Other Bonds; but the Developer shall cooperate and provide reasonable assistance in connection with marketing the Other Bonds including, but not limited to, (i) providing written descriptions of the Project, (ii) making representations, (iii) providing information regarding the financial condition of the Project and (iv) assisting the City in preparing an offering statement with respect thereto. The City shall not be obligated to and makes no representation or covenant that it will attempt to issue the Other Bonds in order to provide Developer with proceeds of the Other Bonds to fund the City's obligation to fund the Project. However if the City, in its sole discretion, issues the Other Bonds, the City may elect to fund all or a portion of the its remaining financial commitment to the Project through the Other Bond proceeds. Any such prepayment or refunding shall be without premium or penalty except as provided in the City Notes.

8.06 Covenant to Remain in the City. The Developer hereby covenants and agrees to maintain its operations within the City of Chicago on the Roosevelt Property through the term of this Agreement. Payments under the City Notes will be cancelled and repayment of proceeds from any Bonds, Western/Ogden TIF Bonds or Other Bonds used to repay the amounts owed under the City Notes shall be required to be re-paid to the City if either the job-training portion of the Project is discontinued or if TIF funded housing units do not remain affordable while the Western/Ogden TIF District is in existence. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "**Department**"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to

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such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09. The City will be under no obligation to commence payments on the City Notes if the prevailing wage requirement is not met.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City TIF Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City TIF Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City TIF Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Western/Ogden Redevelopment Area, the Near West Redevelopment Area, the Near West Redevelopment Plan or the Western/Ogden Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Properties or any other property in the Western/Ogden Redevelopment Area or the Near West Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Properties or any other aspect of the Project.

8.13 Financial Statements. The Developer and its parent company, if any, shall obtain and provide to DPD Financial Statements for the fiscal year ended December 31, 2002 and each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens and subject to Section 8.15(b) below, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, all or any portion of the Properties or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Properties or Project; provided however, that if such Non-

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Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DPD, within thirty (30) days of DPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Properties (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond, or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Properties or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DPD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Properties and the Project are, and shall be, in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Properties. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance. The uses and improvements permitted on the Roosevelt Property shall be in accordance with the terms of this Agreement, the underlying zoning classification of the Roosevelt Property, the Western/Ogden TIF Plan and any applicable Planned Unit Developments enacted pursuant to the City zoning statute. Only those violations of this Section

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8.17 which relate to some action, negligence or other failure by Developer, shall continue to be Developer's Obligation if the Properties and/or the Project are no longer owned by Developer or any Affiliate of Developer.

8.18 Recording and Filing; Release of Green Property. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Properties on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record. Any portion of the Green Property which is sold and conveyed to a third-party purchaser for value shall be released from the lien of this Agreement at the time of such conveyance by the execution and delivery by the City of a release in form attached hereto as Exhibit N; provided that (i) Developer shall not be entitled to receive City TIF Funds with respect to work completed on or after the date of such conveyance upon the portion of the Green Property being released, (ii) the City shall not be required to deliver its release until ten (10) days after the City receives a written request for such release from Developer (along with Developers written estimate of all work Developer reasonably believes it will complete on the property to be released before the date of such conveyance), and (iii) the release shall not be effective as between the parties until the later of the City delivering its release and the date of the conveyance.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Properties or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Properties or the Project. "**Governmental Charge**" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Properties or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the

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Roosevelt Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(A) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Roosevelt Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(B) the Developer shall furnish a good and sufficient bond, or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Roosevelt Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected] minimum assessed value of the Roosevelt Property [that is necessary to support the debt service indicated] ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; (B) Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Roosevelt Property and the Facility for the years shown are

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fairly and accurately indicated in Exhibit K. Exhibit K may be left blank if Developer is a not-for-profit corporation which applies for and receives an exemption which is approved by DPD for purposes of this Agreement. DPD acknowledges that Developer is a not-for-profit corporation, and therefore: Exhibit K attached hereto is blank; DPD shall, acting in its reasonable discretion, approve any exemption which Developer is granted in connection with the Project; and the terms of Sections 8.19(c)(iii) and (iv) below shall not operate to prevent Developer or and Tax Exempt Affiliate of Developer from seeking any Real Estate Tax Exemption as described in 8.19(c)(ii)below.

(ii) Real Estate Tax Exemption. With respect to the Roosevelt Property, the Developer, any Tax-Exempt Affiliate of the Developer and any agent, attorney or similar representative of the Developer or any such Tax-Exempt Affiliate, but no lessee, tenant, assignee, transferee or successor in interest to the Developer (without the prior written approval of DPD) may, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Western/Ogden Redevelopment Plan is in effect, but solely as relates to and while Developer or a Tax-Exempt Affiliate of the Developer, either alone or together, owns and occupies the Roosevelt Property. If the term exemption as used and defined in the Illinois Constitution as set forth above does not include the appeal of any partial denial by the relevant taxing authorities of a total exemption from payment of taxes sought by Developer, DPD shall allow Developer or any Tax Exempt Affiliate of Developer to appeal any such partial denial of an exemption.

(iii) No Reduction in Assessed Value. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Roosevelt Property or the Facility below the amount of the Minimum Assessed Value as shown in Exhibit K, ~~if any~~, for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "**Underassessment Complaint**" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Roosevelt Property.

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(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released (i) as to the Green Property, when a Certificate of Completion is issued with respect to the portion of the Project on the Green Property, and (ii) as to the Roosevelt Property, when the Western/Ogden Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Roosevelt Property from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Affordable Housing Covenant. The Developer agrees and covenants to the City that, prior to any foreclosure of the Roosevelt Property by a lender providing Lender Financing, the provisions of this Affordable Housing Covenant (as set forth in this Section 8.20) shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall also govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The portions of the Facility used for residential purposes shall be operated and maintained solely as residential rental housing;

(b) All of the residential units in the Facility shall be available for occupancy to and be occupied solely by one or more qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) All of the residential units in the Facility have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any residential unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

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(d) As used in this Section 8.20, the following terms has the following meanings:

(i) "**Family**" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "**Low Income Families**" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee.

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.20.

8.21 [INTENTIONALLY OMITTED]

8.22 [INTENTIONALLY OMITTED]

8.23 Job Readiness Program. The Developer and any Affiliate of the Developer occupying portions of the Roosevelt Property shall use all best efforts to undertake a job readiness program, as described in Exhibit hereto, to work with the City, through the Mayor's Office of Workforce Development ("**MOWD**"), to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of the Developer's business on the Roosevelt Property.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate of Completion and as otherwise expressly provided in this Agreement) shall be in effect throughout the Term of the Agreement. Warranties, representations, covenants and agreements of the Developer set forth in Sections 8.02, 8.06 and 8.20 hereof as well as the City's right to terminate this Agreement due Developer's failure to provide insurance as required herein (Section 12) and other instances of non-performance, including without limit, termination in the case of an Event of Default and as set forth in Section 7.03 hereof are covenants running with the land. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided, however, that as to the Green Property, the covenants shall be released upon issuance of a Certificate of Completion for the portion of the Project on the Green Property,

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and as the Roosevelt Property, the covenants shall be released when the Western/Ogden Redevelopment Area is no longer in effect.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Roosevelt Property (collectively, with the Developer, the "**Employers**" and individually an "**Employer**") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Roosevelt Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age,

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handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Western/Ogden Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Western/Ogden Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Roosevelt Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Subject to Section 15.03, failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction of this minimum percentage level of Chicagoans as provided for in Section 2-92-330

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of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each

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percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03 The Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

a. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "**MBE/WBE Program**"), Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 25 percent by MBEs.
- ii. At least 5 percent by WBEs.

b. For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

c. Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or

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a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

d. The Developer shall deliver monthly reports to DPD during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with Section 14 of this Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

e. Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

g. Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under Sections 8.09, 10.02, and 10.03. During this meeting, the Developer shall demonstrate to DPD its plan ("**MBE/WBE Use Plan**") to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the monitoring staff of DPD monthly, including but not limited to the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage

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requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City TIF Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

h. If the Developer seeks to exclude the cost of any activity currently included in the MBE/WBE Budget, the Developer must provide DPD with a list of those activities (and the estimated cost of each activity) it wishes to exclude along with a justification for each proposed exclusion. Approval of MBE/WBE exclusions shall be made by DPD acting in its sole discretion. Prior to the earlier of (i) the start of construction and (ii) execution of the Agreement, the Developer must submit (a) the Construction Contract and all related contracts and subcontracts to DPD for review and (b) its MBE/WBE Utilization Plan, including Schedules C and D, for approval. Prior to the execution of the Agreement, the Developer must submit evidence acceptable to DPD that the General Contractor has provided bid documents to the applicable MBE/WBE contractor associations. The City will monitor the Developer's compliance with the MBE/WBE requirement on a monthly basis and at the completion of Project (to be measured in actual dollars expended to date, based on the MBE/WBE Budget).

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that prior to the earlier of the Closing Date or the start of construction, the Developer has (i) conducted environmental studies at the Green Property sufficient to conclude that the part of the Project to be performed on the Green Property may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Near West TIF Bond Ordinance, the Near West TIF Adoption Ordinance and the Near West Redevelopment Plan and (ii) provided DPD with all environmental reports or audits obtained by the Developer with respect to the Green Property, and if not covered by such reports, a phase I environmental site assessment for any unassessed portion of the Site and a copy of any notices received from a government agency regarding environmental issues on the Green Property. If the Developer has received a notice from any government agency regarding environmental issues, the Developer must provide written verification from the appropriate municipal, State and/or federal environmental agency that all identified environmental issues have

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been resolved to their satisfaction. The City reserves the right to require, at the Developer's expense, additional environmental studies of the Green Property if the initial studies are not approved by the City Department of Environment.

The City shall be responsible for conducting all additional environmental assessments and remediation on the Roosevelt Property.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Green Property or the Roosevelt Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Green Property or the Roosevelt Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Green Property or the Roosevelt Property.

SECTION 12. INSURANCE

The Developer shall provide and maintain, or cause to be provided, at the Developer's own expense, during the Term of the Agreement (or as otherwise specified below), the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Throughout the Term of the Agreement

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

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Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(b) During Construction of the Project

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory bases.

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or transit property, Contractor shall provide, or cause to be provided with respect to the operations that the Contractor performs, Railroad Protective Liability

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Insurance in the name of railroad or transit entity. The policy has limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) Builders Risk Insurance

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Facility. Coverages shall include but are not limited to the following: collapse, boiler and machinery if applicable. The City of Chicago shall be named as an additional insured and loss payee.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and has limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability

When any remediation work is performed which may cause a pollution exposure, contractor's Pollution Liability shall be provided with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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(c) During Term of the Agreement

(i) Prior to the execution and delivery of this Agreement if construction has begun and; in any event, before construction begins and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Roosevelt Property. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(ii) Post-construction, throughout the Term of this Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Roosevelt Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(d) Other Requirements

The Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the City. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer.

The Developer agrees that insurers shall waive rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way

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limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by the Developer under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Developer shall require the General Contractor, and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor, or subcontractors. All General Contractors and subcontractors shall be subject to the same requirements (Section (d)) of Developer unless otherwise specified herein.

If the Developer, General Contractor or any subcontractor desires additional coverages, the Developer, General Contractor and any subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as any such change does not increase these requirements.

Notwithstanding anything to the contrary contained in this Section 12, the Developer's obligations to maintain insurance with respect to the Roosevelt Property shall not apply prior to the acquisition by the Developer of title to the Roosevelt Property and the Developer's obligations to maintain insurance with respect to the Green Property shall not apply subsequent to the sale of the Green Property by the Developer or its Affiliate.

SECTION 13. INDEMNIFICATION; PERFORMANCE BY DEVELOPER AFFILIATES

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "**Indemnitee**," and collectively the "**Indemnitees**") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

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(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate of Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto:

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

13.02 Performance By Developer Affiliates. Notwithstanding anything herein to the contrary, satisfactory performance of any obligation, duty or covenant or the appropriate satisfaction of any warranty or guaranty by CCIL Properties or any Affiliate thereof including, without limitation, Chicago Christian Industrial League Foundation, Inc., an Illinois not-for-profit corporation, shall be deemed to be performance by the Developer. Nothing in this paragraph shall be deemed to relieve Developer of any obligation, duty, covenant, representation or warranty required to be satisfied or made by Developer pursuant to this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall

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be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Properties during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;
- (b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;
- (c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Properties, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not

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dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer, which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the expiration of the Term of the Agreement, the conveyance, sale or transfer to a person other than a Tax Exempt Affiliate of Developer of a majority of (i) the ownership interests of the Developer or (ii) the Developer's ownership interest in the Roosevelt Property without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City TIF Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to

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perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, which cure must be completed within one hundred eighty (180) days of receiving said notice; provided further, that this Section 15.03 shall not confer any additional cure period with respect to the Developer's failure to comply with the Sections 15.01 (g) and (h) or any other default provisions of this Agreement which set forth a specific cure period. Cure of any Event of Default by a Lender shall be deemed cure of such default by the Developer.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Properties or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Properties or any portion thereof is referred to herein as a "**New Mortgage.**" Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Properties or any portion thereof with the prior written consent of the City is referred to herein as a "**Permitted Mortgage.**" It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Properties or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

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(b) In the event that any mortgagee shall succeed to the Developer's interest in the Properties or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that (i) such party may not receive any payments due from the City pursuant to the terms of this Agreement without first receiving prior written City consent of said transfer (the parties hereto agree that nothing in this Agreement shall be such deemed to be such agreement by the City) and (ii) if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and this Agreement shall be terminated; in which case a release of this Agreement (and any applicable subordination agreement) in recordable form shall be provided to the Developer or such mortgagee by the City within thirty (30) days of the day the City receives a written request for such release.

(c) Prior to the issuance by the City to the Developer of a Certificate of Completion pursuant to Section 7 hereof, no New Mortgage, other than mortgages securing the Lender Financing, shall be executed with respect to the Properties or any portion thereof without the prior written consent of the Commissioner of DPD. In any event if any New Mortgage is executed with respect to either of the Properties, said New Mortgage shall not secure a loan with a loan to value ratio (regarding either or both of the Properties) greater than eighty-five percent (85%) assuming, for the purpose of determining value, completion of construction of the Facility and any other improvements being financed by the New Mortgage.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

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If to the City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000
 Chicago, IL 60602
 Attention: Commissioner
 Fax No. _____

With Copies To: City of Chicago
 Department of Law
 Finance and Economic Development Division
 121 North LaSalle Street, Room 600
 Chicago, IL 60602
 Fax No. _____

If to Developer: Chicago Christian Industrial League
 123 South Green Street
 Chicago, Illinois 60607
 Fax No. _____

With Copies To: Frederick M. Kaplan
 Krsanow Saunders Cornblath
 500 N. Dearborn St.
 Second Floor
 Chicago, Illinois 60610
 Fax No. 312-755-5720

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

The City shall use all reasonable efforts to concurrently send copies of all notices to the Developer, to any Lender which has notified the City of its interest in the Project and has provided the City with its address for the purpose of service of notice.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03

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hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto regarding the provision of City TIF Funds for development of the Project and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer 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 the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in 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.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, the Western Ogden TIF Bond Ordinance and/or the Near West TIF Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate of Completion or otherwise administering this Agreement for the City.

18.15 Assignment. Except to a Tax-Exempt Affiliate of Developer and except in connection with the Lender Financing, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 [Real Estate Provisions] and 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors

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and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any

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anticipated post-judgement collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE
PROPERTIES, INC., an Illinois not-for-profit
corporation

~~By: CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an
Illinois not-for-profit corporation and
its sole member~~

By: _____

Its: _____

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an
Illinois not-for-profit corporation ~~and its
sole member~~

By: _____

Its: _____

~~CHICAGO CHRISTIAN INDUSTRIAL LEAGUE
FOUNDATION, INC., an Illinois not-for-profit
corporation~~

~~By: _____~~

~~Its: _____~~

CITY OF CHICAGO

By: *[Signature]*

Commissioner, Department
of Planning and Development

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE
PROPERTIES, INC., an Illinois not-for-profit
corporation

By: *Denis O'Keefe*

Its: VICE PRESIDENT

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, an
Illinois not-for-profit corporation

By: *Andrea C. Ottinger*

Its: VICE PRESIDENT

CITY OF CHICAGO

By: _____

_____,
Commissioner, Department
of Planning and Development

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STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

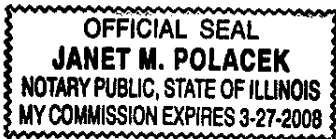
I, JANET M. POLACEK, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra C. OHinger, Vice President of Chicago Christian Industrial League, an Illinois not-for-profit corporation and the sole member of Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation, (the "**CCIL Properties**"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the CCIL Properties, as his/her free and voluntary act and as the free and voluntary act of CCIL Properties, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of May, 2004.

Janet M Polacek
 Notary Public

My Commission Expires 3-27-08

(SEAL)



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

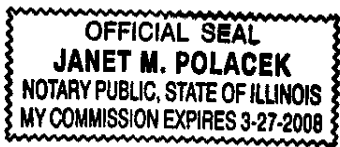
I, JANET M. POLACEK, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sandra G. OHinger, personally known to me to be the Vice President of Chicago Christian Industrial League, an Illinois not-for-profit corporation, (the "CCIL"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the CCIL, as his/her free and voluntary act and as the free and voluntary act of CCIL, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of May, 2009.

Janet M. Polacek
Notary Public

My Commission Expires 3-27-08

(SEAL)

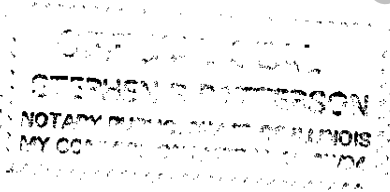


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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Stephen R. Patterson, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ronise Casolino, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), 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 acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of May 2024.



Steph R. Patterson
 Notary Public

My Commission Expires 6/21/24

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A TRACT OF LAND COMPRISED OF PARTS OF THE NORTHEAST, NORTHWEST, SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13 AND THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 24, BOTH IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF THE NORTHWEST, SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 18, PARTS OF THE NORTHEAST, NORTHWEST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19, PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND PARTS OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 20, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTWARD EXTENSION OF THE PRESENT NORTH LINE OF ROOSEVELT ROAD, AS LOCATED IN BLOCK 18 OF THE ASSESSOR'S DIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18 AFORESAID WITH THE NORTHWARD EXTENSION OF THE PRESENT EAST LINE OF SAID ASHLAND AVENUE IN SECTION 20 AFORESAID;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION, PASSING INTO SAID SECTION 20, AND ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED SOUTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN THE NORTH PART OF BLOCK 4 IN SAMPSON AND GREENE'S SUBDIVISION OF CERTAIN BLOCKS IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, WEST WASHBURNE AVENUE, THE 16 FOOT WIDE EAST-WEST ALLEY IN THE SOUTH PART OF SAID BLOCK 4, WEST 13TH STREET, THE 16 FOOT WIDE EAST-WEST ALLEY SOUTH OF AND ADJOINING LOT 5 IN THE SUBDIVISION OF LOTS 19 TO 24 IN BLOCK 5 OF SAMPSON AND GREENE'S ADDITION, WEST HASTINGS STREET, WEST 14TH STREET, WEST 14TH PLACE, WEST 15TH STREET, THE VACATED 16 FOOT WIDE EAST-WEST ALLEY IN THE NORTH PART OF BLOCK 13 IN SAID SAMPSON AND GREENE'S SUBDIVISION, VACATED WEST 15TH PLACE, THE VACATED 16 FOOT WIDE EAST-WEST ALLEY IN THE SOUTH PART OF SAID BLOCK 13, AND WEST 16TH STREET, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF SAID WEST 16TH STREET AS LOCATED IN SECTION 19 AFORESAID;

THENCE WEST ALONG SAID EASTWARD EXTENSION, PASSING INTO SAID SECTION 19, AND ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH ASHLAND AVENUE, SOUTH MARSHFIELD AVENUE, SOUTH PAULINA STREET, THE 10 FOOT WIDE NORTH-SOUTH PRIVATE ALLEYS IN KASPAR'S SUBDIVISION OF LOTS 1 TO 25, INCLUSIVE, IN BLOCK 34 IN THE SUBDIVISION OF SAID SECTION 19, TO THE EAST LINE OF SOUTH WOOD STREET;

THENCE SOUTH ALONG SAID EAST LINE, AND ALONG SAID EAST LINE EXTENDED SOUTH, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE EAST-WEST ALLEY IN THE NEWBERRY ESTATE SUBDIVISION OF BLOCK 35 IN THE SUBDIVISION OF SECTION 19 AFORESAID;

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THENCE WEST ALONG SAID EASTWARD EXTENSION, AND ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH WOOD STREET AND SOUTH WOLCOTT AVENUE, TO THE EAST LINE OF A 16 FOOT WIDE NORTH-SOUTH ALLEY IN THE NEWBERRY ESTATE SUBDIVISION OF BLOCK 36 IN THE SUBDIVISION OF SECTION 19;

THENCE SOUTH ALONG SAID EAST LINE, AND SAID EAST LINE EXTENDED SOUTH, TO THE SOUTH LINE OF WEST 17TH STREET;

THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF SOUTH DAMEN AVENUE;

THENCE WEST, CROSSING SAID AVENUE, TO THE INTERSECTION OF THE WEST LINE OF SAID SOUTH DAMEN AVENUE WITH THE SOUTH LINE OF WEST 17TH STREET IN BLOCK 37 IN THE DIVISION OF SECTION 19 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH HOYNE AVENUE, TO THE WEST LINE OF SAID AVENUE,

THENCE NORTH ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 35 IN EVANS' SUBDIVISION OF PART OF THE SOUTH HALF OF BLOCK 38 IN THE DIVISION OF SECTION 19;

THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF A 16 FOOT WIDE (PARTIALLY VACATED) NORTH-SOUTH ALLEY;

THENCE SOUTH ALONG SAID EAST LINE TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF A 15 FOOT WIDE EAST-WEST ALLEY NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 34 OF EVANS' SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTWARD EXTENSION AND ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH HAMILTON AVENUE (PARTIALLY VACATED) AND THE VACATED 16 FOOT WIDE NORTH-SOUTH ALLEY EAST OF AND ADJACENT TO LOTS 23 THRU 26 IN SAID EVANS' SUBDIVISION, TO THE EAST LINE OF SOUTH LEAVITT STREET (PARTIALLY VACATED);

THENCE SOUTH ALONG SAID EAST LINE, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN SAID EVANS' SUBDIVISION, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF WEST 18TH STREET;

THENCE WEST ALONG SAID EASTWARD EXTENSION AND ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING SAID SOUTH LEAVITT STREET AND SOUTH OAKLEY AVENUE, TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 3 OF JOHNSTON'S SUBDIVISION OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19 AFORESAID;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF WEST 18TH STREET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE PRESENT EAST LINE OF SOUTH WESTERN AVENUE;

THENCE SOUTH ALONG SAID EAST LINE, AND ALONG SAID EAST LINE EXTENDED SOUTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 3 OF JOHNSTON'S SUBDIVISION AFORESAID, WEST 18TH PLACE, THE 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 4 OF SAID JOHNSTON'S SUBDIVISION, WEST 19TH STREET, WEST CULLERTON STREET AND WEST 21ST STREET, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF WEST 21ST STREET IN SECTION 24 AFORESAID;

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THENCE WEST ALONG SAID EASTWARD EXTENSION, AND ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH WESTERN AVENUE AND PASSING INTO SAID SECTION 24, AND CROSSING THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 13 OF THE SUBDIVISION OF BLOCKS 10, 11, 12, 13, 14 AND 15 IN WALKERS DOUGLAS PARK ADDITION TO SECTION 24 AFORESAID, A NORTH-SOUTH RAILROAD RIGHT OF WAY AND SOUTH ROCKWELL STREET, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID STREET;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, AND ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST 21ST STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN THE SOUTH PART OF BLOCK 10 OF SAID DOUGLAS PARK ADDITION AND WEST CULLERTON STREET, TO THE SOUTH LINE OF THE 16 FOOT WIDE EAST-WEST ALLEY IN THE NORTH PART OF SAID BLOCK;

THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF SOUTH WASHTENAW AVENUE;

THENCE SOUTH ALONG SAID EAST LINE TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 44 IN BLOCK 6 OF McMAHON'S SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24 AFORESAID;

THENCE WEST ALONG SAID EASTWARD EXTENSION AND ALONG SAID SOUTH LINE TO THE EAST LINE OF THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 6;

THENCE SOUTH ALONG SAID EAST LINE AND ALONG SAID EAST LINE EXTENDED SOUTH, CROSSING WEST 21ST STREET AFORESAID, TO AN INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF WEST 21ST STREET, AFORESAID;

THENCE WEST ALONG SAID EASTWARD EXTENSION, AND ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 7 OF McMAHON'S SUBDIVISION AFORESAID, SOUTH FAIRFIELD AVENUE, THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 8 OF SAID SUBDIVISION, AND SOUTH CALIFORNIA AVENUE, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID AVENUE;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST 21ST STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 10 OF THE SUBDIVISION OF BLOCKS 10 TO 15 IN WALKER'S DOUGLAS ADDITION AFORESAID, THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY AND WEST 18TH PLACE, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE NORTH LINE OF WEST 19TH STREET IN BLOCK 4 OF McMAHON'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH CALIFORNIA AVENUE AND THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK 4 TO THE EAST LINE OF SAID ALLEY;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID WEST 19TH STREET, CROSSING SOUTH FAIRFIELD AVENUE AND THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 3 OF McMAHON'S SUBDIVISION AFORESAID, TO THE WEST LINE OF SOUTH WASHTENAW AVENUE;

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THENCE NORTH ALONG SAID WEST LINE, AND SAID WEST LINE EXTENDED NORTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 3, WEST 18TH STREET, THE 16 FOOT WIDE EAST-WEST ALLEYS IN BLOCK 2 OF SAID McMAHON'S SUBDIVISION, WEST 16TH STREET AND WEST 15TH PLACE, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE PRESENT NORTH LINE OF SAID WEST 15TH PLACE;

THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG SAID NORTH LINE TO THE EAST LINE OF LOT 7 IN S.B. MILLS' ADDITION TO CHICAGO, BEING A SUBDIVISION OF CERTAIN LOTS IN CARSON'S SUBDIVISION AND POPE'S SUBDIVISION IN SECTION 24 AFORESAID;

THENCE NORTH ALONG SAID EAST LINE, AND ALONG THE NORTHWARD EXTENSION OF SAID EAST LINE TO THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY LYING NORTH OF AND ADJACENT TO SAID S.B. MILLS SUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF LOT 11 IN SAID CARSON'S SUBDIVISION;

THENCE NORTH ALONG SAID WEST LINE, AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST 15TH STREET, TO THE NORTH LINE OF SAID STREET;

THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF SOUTH ROCKWELL STREET;

THENCE NORTH ALONG SAID WEST LINE, AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST 14TH PLACE, THE 16 FOOT WIDE EAST-WEST ALLEY IN RADNOR AND LEHMANN SUBDIVISION OF LOT 1 AND 2 IN BLOCK 5 IN COOK AND ANDERSON'S SUBDIVISION IN SECTION 24 AFORESAID, OGDEN AVENUE AS WIDENED, AND THE 16 FOOT WIDE SOUTHWEST-NORTHEAST ALLEY IN THE SUBDIVISION OF LOTS IN BLOCKS 3 4 AND 5 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, TO THE SOUTH LINE OF WEST 13TH STREET;

THENCE WEST ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED WEST, CROSSING THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN THE SUBDIVISION OF LOT 24 IN BLOCK 1 OF COOK AND ANDERSON'S SUBDIVISION AFORESAID, AND SOUTH TALMAN AVENUE, TO THE WEST LINE OF SAID AVENUE;

THENCE NORTH ALONG SAID WEST LINE, AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST 12TH PLACE, TO AN INTERSECTION WITH THE NORTH LINE OF SAID 12TH PLACE;

THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF SOUTH TALMAN AVENUE;

THENCE NORTH ALONG SAID WEST LINE, AND SAID WEST LINE EXTENDED NORTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 OF COOK AND ANDERSON'S SUBDIVISION AFORESAID, TO THE SOUTH LINE OF WEST ROOSEVELT ROAD;

THENCE WEST ALONG SAID SOUTH LINE AND ALONG SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH WASHTENAW AVENUE, SOUTH FAIRFIELD AVENUE AND SOUTH CALIFORNIA BOULEVARD, PASSING INTO SECTION 13 AFORESAID, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID SOUTH CALIFORNIA BOULEVARD AS LOCATED IN SAID SECTION 13;

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THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, AND ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 1 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCK 25, 26 AND 27 IN G.W. CLARKE'S SUBDIVISION, WEST FILLMORE STREET, RAILROAD LANDS IN BLOCK 2 OF CHARLES H. KEHL'S SUBDIVISION OF BLOCKS 17, 18, 23 AND 24 OF SAID G.W. CLARKE'S SUBDIVISION, WEST TAYLOR STREET, WEST ARTHINGTON STREET, WEST POLK STREET, WEST LEXINGTON STREET, WEST FLOURNOY STREET, AND THE 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 1 OF FORSYTHE, SPEAR AND WALLACE'S SUBDIVISION OF BLOCKS 1, 3 AND 8 OF G.W. CLARKE'S SUBDIVISION AFORESAID, TO THE SOUTH LINE OF WEST HARRISON STREET;

THENCE WEST ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF THE 18 FOOT WIDE NORTH-SOUTH ALLEY IN JAMES V. BORDEN'S RESUBDIVISION OF BLOCK 6 AND LOTS 1 TO 24 OF BLOCK 1 OF REED'S SUBDIVISION;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, CROSSING THE 16 FOOT WIDE EAST-WEST ALLEY IN SAID BORDEN'S SUBDIVISION AND WEST CONGRESS PARKWAY, TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF SAID PARKWAY;

THENCE EAST ALONG SAID WESTWARD EXTENSION, AND ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH CALIFORNIA AVENUE, VACATED SOUTH WASHTENAW AVENUE AND VACATED SOUTH TALMAN AVENUE TO THE WEST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY;

THENCE SOUTH ALONG SAID WEST RIGHT OF WAY LINE, AND ALONG SAID WEST LINE EXTENDED SOUTH, TO THE CENTERLINE OF WEST HARRISON STREET;

THENCE EAST ALONG SAID CENTERLINE TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, AND ALONG SAID EAST LINE, TO THE AFOREMENTIONED NORTH LINE OF WEST CONGRESS PARKWAY;

THENCE EAST ALONG SAID NORTH LINE, AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING VACATED SOUTH MAPLEWOOD AVENUE, VACATED SOUTH CAMPBELL AVENUE, AND SOUTH WESTERN AVENUE, PASSING INTO SECTION 18 AFORESAID, TO THE EAST LINE OF SAID WESTERN AVENUE;

THENCE NORTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 TO 12 INCLUSIVE OF BLOCK 12 OF ROCKWELL'S ADDITION TO CHICAGO;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 19, AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID BLOCK, TO THE EAST LINE OF SAID ALLEY;

THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF THE 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK 2;

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THENCE EAST ALONG SAID NORTH LINE AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH CLAREMONT AVENUE, THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE AFOREMENTIONED SUBDIVISION OF LOTS 1 TO 12, AND SOUTH OAKLEY AVENUE TO THE EAST LINE OF SAID AVENUE;

THENCE SOUTH ALONG SAID EAST LINE AND ALONG SAID EAST LINE EXTENDED SOUTH, TO THE NORTH LINE OF WEST HARRISON STREET;

THENCE EAST ALONG SAID NORTH LINE, AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING VACATED SOUTH BELL AVENUE, TO THE WEST LINE OF THE VACATED 16 FOOT WIDE NORTH-SOUTH ALLEY IN THE SUBDIVISION OF LOT 13 IN BLOCK 12 OF ROCKWELL'S ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID WEST LINE AND ALONG SAID WEST LINE EXTENDED NORTH, CROSSING THE VACATED 16 FOOT WIDE EAST-WEST ALLEY IN SAID BLOCK, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 1 IN THOMPSON'S SUBDIVISION OF LOTS 19 AND 20 AND THE SOUTH 14 FEET OF LOT 18 IN BLOCK 2 IN YOUNG'S SUBDIVISION IN SECTION 18 AFORESAID;

THENCE EAST ALONG SAID WESTWARD EXTENSION, CROSSING SAID VACATED ALLEY AND SOUTH LEAVITT STREET TO THE EAST LINE OF SAID STREET;

THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED SOUTH, CROSSING WEST HARRISON STREET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID STREET;

THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID SOUTH LEAVITT STREET;

THENCE SOUTH ALONG SAID EAST LINE, AND SAID EAST LINE EXTENDED SOUTH, CROSSING THE VACATED 16 FOOT WIDE EAST-WEST ALLEY IN BLOCK 2 OF FLOURNOY'S RESUBDIVISION OF JONES AND PATRICK'S ADDITION TO CHICAGO IN SECTION 18 AFORESAID, TO THE NORTH LINE OF WEST FLOURNOY STREET;

THENCE EAST ALONG SAID NORTH LINE AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH HOYNE AVENUE, TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF SAID AVENUE;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED SOUTH, CROSSING WEST POLK STREET, TO THE SOUTH LINE OF SAID STREET;

THENCE WEST ALONG SAID SOUTH LINE, AND ALONG SAID SOUTH LINE EXTENDED WEST, CROSSING THE 16 FOOT WIDE SOUTHWEST-NORTHEAST ALLEY IN BLOCK 8 OF THE FLOURNOY'S RESUBDIVISION AFORESAID, WEST BOWLER STREET, THE 16 FOOT WIDE SOUTHWEST-NORTHEAST ALLEY IN BLOCK 7 OF SAID RESUBDIVISION, AND SOUTH LEAVITT STREET, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF SOUTH LEAVITT STREET;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, AND ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, CROSSING WEST POLK STREET AND THE VACATED 16 FOOT WIDE ALLEY SOUTH OF AND ADJACENT TO F.W. AND J.L. CAMPBELL'S SUBDIVISION OF BLOCK 2 IN MORRIS AND OTHERS SUBDIVISION, TO THE SOUTH LINE OF WEST CAMPBELL PARK DRIVE;

THENCE WEST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST, CROSSING SOUTH OAKLEY BOULEVARD, TO THE WEST LINE OF SAID BOULEVARD;

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THENCE NORTH ALONG SAID WEST LINE, AND ALONG SAID WEST LINE EXTENDED NORTH, CROSSING WEST FLOURNOY STREET, TO THE SOUTH LINE OF AN 18 FOOT WIDE EAST-WEST ALLEY NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF THE NORTH 75 FEET OF LOTS 47, 48, 49, 50 AND PART OF 51 IN BLOCK 16 OF MORRIS AND OTHERS SUBDIVISION AFORESAID;

THENCE WEST ALONG THE SOUTH LINE OF SAID ALLEY, AND ALONG SAID SOUTH LINE EXTENDED WEST, TO THE EAST LINE OF SOUTH WESTERN AVENUE;

THENCE SOUTH ALONG SAID EAST LINE TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 5 IN THE SPAFFORD AND FOX SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 AFORESAID;

THENCE WEST ALONG SAID EASTWARD EXTENSION, CROSSING SOUTH WESTERN AVENUE AND PASSING INTO SAID SECTION 13, AND ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE WESTERLY, TO AN ANGLE POINT IN THE NORTH LINE OF LOT 58 IN THE SPAFFORD AND FOX SUBDIVISION AFORESAID;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF A 16 FOOT WIDE EAST-WEST ALLEY), AND ALONG SAID NORTH LINE EXTENDED WEST, CROSSING A VACATED 10 FOOT WIDE NORTH-SOUTH PRIVATE ALLEY, AND SOUTH CAMPBELL AVENUE, TO THE EAST LINE OF SOUTH MAPLEWOOD AVENUE;

THENCE SOUTH ALONG SAID EAST LINE, AND ALONG SAID EAST LINE EXTENDED SOUTH, CROSSING WEST FLOURNOY STREET, THE 15.5 FOOT WIDE EAST-WEST ALLEY IN BLOCK 4 OF CARTER H. HARRISON'S ADDITION TO CHICAGO, WEST LEXINGTON STREET, AND THE 16.5 FOOT WIDE EAST-WEST ALLEY IN BLOCK 5 OF SAID SUBDIVISION, TO THE NORTH LINE OF WEST POLK STREET;

THENCE EAST ALONG SAID NORTH LINE, AND SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH CAMPBELL AVENUE, TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF SAID AVENUE;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION, AND ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED SOUTH, CROSSING WEST POLK STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN S.W. ROWSON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 AFORESAID, WEST ARTHINGTON STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN S.W. ROWSON'S SUBDIVISION OF BLOCK 1 OF SAID S.W. ROWSON'S SUBDIVISION, WEST TAYLOR STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN S.W. ROWSON'S SUBDIVISION OF BLOCK 2 IN SAID S.W. ROWSON'S SUBDIVISION, WEST FILLMORE STREET, THE 16 FOOT WIDE EAST-WEST ALLEY IN S.W. ROWSON'S SUBDIVISION OF BLOCK 3 OF SAID S.W. ROWSON'S SUBDIVISION, WEST GRENSHAW STREET, AND THE 16 FOOT WIDE EAST-WEST ALLEY IN S.W. ROWSON'S SUBDIVISION OF BLOCK 4 OF SAID S.W. ROWSON'S SUBDIVISION, TO THE NORTH LINE OF WEST ROOSEVELT ROAD;

THENCE EAST ALONG SAID NORTH LINE, AND ALONG SAID NORTH LINE EXTENDED EAST, CROSSING THE 16 FOOT WIDE NORTH-SOUTH ALLEY IN SAID SUBDIVISION OF BLOCK 4 AND SOUTH WESTERN AVENUE, PASSING INTO SECTION 18 AFORESAID, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF PRESENT EAST LINE OF SAID AVENUE;

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THENCE NORTH ALONG SAID SOUTHWARD EXTENSION TO THE PRESENT NORTH LINE OF WEST ROOSEVELT ROAD;

THENCE EAST ALONG SAID NORTH LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING IN THE SOUTH LINE OF LOT 46 IN THE E.K. DOUGLASS SUBDIVISION OF BLOCK 9 IN MORRIS AND OTHERS SUBDIVISION AFORESAID;

THENCE NORTHEASTERLY TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE NORTH LINE OF WEST ROOSEVELT ROAD IN THE SUBDIVISION OF BLOCK 8 IN SAID MORRIS AND OTHERS SUBDIVISION;

THENCE EAST ALONG SAID WESTWARD EXTENSION, AND ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, CROSSING SOUTH OAKLEY BOULEVARD, WEST OGDEN AVENUE, VACATED SOUTH LEAVITT STREET, SOUTH HAMILTON AVENUE, THE VACATED 10 FOOT NORTH-SOUTH ALLEY IN THE SUBDIVISION OF BLOCKS 7 AND 8, TOGETHER WITH THE EAST HALF OF BLOCK 6 IN TILRMAN'S SUBDIVISION, SOUTH HOYNE AVENUE, THE VACATED NORTH-SOUTH ALLEY WEST OF AND ADJOINING SOUTH DAMEN AVENUE, SAID SOUTH DAMEN AVENUE, VACATED SOUTH WINCHESTER AVENUE, SOUTH WOLCOTT AVENUE, SOUTH WOOD STREET, SOUTH HERMITAGE AVENUE, SOUTH PAULINA STREET, VACATED SOUTH MARSHFIELD AVENUE AND SOUTH ASHLAND AVENUE, PASSING INTO SECTION 17 AFORESAID, TO THE POINT OF BEGINNING;

IN COOK COUNTY ILLINOIS.

CONTAINING 755 ACRES OF LAND, MORE OR LESS.

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City of Chicago
Near West - Redevelopment Plan

REDEVELOPMENT PROJECT AREA AND LEGAL DESCRIPTION

The Near West Redevelopment Project Area is located on the near west side of the City of Chicago, Illinois directly west of the City's Central Business District. The Near West Redevelopment Project Area contains approximately 102 acres. The boundaries of the Near West Redevelopment Project Area are shown on Map 1 (Boundary Map); the current land uses are shown on Map 2 (Existing Land Uses). The Near West Redevelopment Project Area includes only those contiguous parcels of real property that are expected to be substantially benefited by the Near West Redevelopment Plan and Project.

The legal description of the Near West Redevelopment Project Area includes the legal description of the Original Redevelopment Project Area combined with the legal description of the Added Area, and is as follows:

Legal Description of the Original Redevelopment Project Area

BEGINNING AT THE SOUTHEAST CORNER OF WEST MADISON STREET AND SOUTH GREEN STREET; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SOUTH GREEN STREET AND WEST MONROE STREET; THENCE WESTERLY TO A SOUTHWEST CORNER OF SOUTH SANGAMON STREET AND WEST MONROE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF WEST MADISON STREET AND SOUTH SANGAMON STREET; THENCE WESTERLY TO THE SOUTHEASTERN CORNER OF WEST MADISON STREET AND SOUTH MORGAN STREET; THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SOUTH MORGAN STREET AND WEST MONROE STREET; THENCE WESTERLY TO THE SOUTHWEST CORNER OF SOUTH ABERDEEN STREET AND WEST MONROE STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF WEST MADISON STREET AND SOUTH ABERDEEN STREET; THENCE WESTERLY TO A POINT IN THE WEST LINE, PRODUCED SOUTH OF NORTH MAY STREET; THENCE NORTHERLY TO THE NORTHWEST CORNER OF WEST RANDOLPH STREET AND NORTH MAY STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF WEST RANDOLPH STREET AND NORTH CARPENTER STREET; THENCE SOUTHERLY TO THE NORTHEAST CORNER OF NORTH CARPENTER STREET AND WEST WASHINGTON STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF NORTH PEORIA STREET AND WEST WASHINGTON STREET; THENCE SOUTHERLY TO THE NORTHEAST CORNER OF WEST MADISON STREET AND NORTH PEORIA STREET; THENCE EASTERLY TO THE NORTHEAST CORNER OF WEST MADISON STREET AND NORTH GREEN STREET; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

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City of Chicago

Neighborhood Development Plan

THIS AREA INCLUDES:

BLOCK 17-08-448 OF WHICH A PART IS A PART OF S.F. GALE'S SUB. OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO (REC. FEBRUARY 29, 1872. DOC. 15649) (WHICH SAID CARPENTER'S ADDITION IS A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836); AND OF WHICH A PART IS ALSO A PART OF WILLIAM HALE THOMPSON'S SUB. OF LOTS 17 TO 26 INC. IN S.F. GALE'S SUB. OF BLOCK 52 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 21, 1890. DOC. 1306568 (WHICH SAID CARPENTER'S ADDITION IS A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836).

ALSO

BLOCK 17-08-447 OF WHICH PART IS A PART OF BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO, A SUB. OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836. ANTE FIRE; AND OF WHICH A PART IS ALSO A PART OF ASSESSOR'S SECOND DIVISION OF THE EAST 1/2 OF LOT 3 ALL OF LOTS 1, 2, 7, 8, 11, 12, 15, 16, 17 & 18 OF BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO. REC. NOVEMBER 29, 1872. DOC. 71687. RE-REC. OCTOBER 1, 1875. DOC. 51466; AND OF WHICH A PART IS ALSO A PART OF H.C. VAN SCHAAK'S SUB. OF LOT 7 (EXCEPT THE NORTH 20 FEET) AND LOT 8 (EXCEPT THE SOUTH 20 FEET) IN BLOCK 51 OF CARPENTER'S ADDITION TO CHICAGO. REC. OCTOBER 27, 1885. DOC. 664546.

ALSO

BLOCK 17-08-446 OF WHICH A PART IS A PART OF BLOCK 50 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE); AND OF WHICH A PART IS A PART OF ASSESSOR'S DIVISION OF LOTS 1 TO 9 IN BLOCK 50 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 30, 1859. ANTE-FIRE.

ALSO

BLOCK 17-08-437 WHICH IS PART OF BLOCK 42 CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE).

ALSO

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Local Area Redevelopment Plan

BLOCK 17-08-436 WHICH IS PART OF WILLIAM J. BUNKER'S SUB. OF BLOCK 43 OF CARPENTER'S ADDITION TO CHICAGO. REC. JULY 1, 1848. ANTE-FIRE, (WHICH SAID CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE)).

ALSO

BLOCK 17-08-444 OF WHICH A PART IS A PART OF RESUB. OF BLOCK 48 OF CARPENTER'S ADDITION TO CHICAGO. REC. FEBRUARY 17, 1857. ANTE-FIRE (WHICH SAID CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836); AND WHICH A PART IS A PART OF C.W. COOK'S SUB. OF LOTS 1 TO 5 OF BLOCK 48 OF CARPENTER'S ADDITION TO CHICAGO (ANTE-FIRE), (WHICH SAID CARPENTER'S ADDITION IS A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836).

ALSO

BLOCK 17-08-445 OF WHICH A PART IS A PART OF BLOCK 49 OF THE CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8-39-14. REC. AUGUST 31, 1836 (ANTE-FIRE); AND OF WHICH A PART IS A PART OF THE SUB. OF THE WEST 100 FEET OF LOT 6 OF BLOCK 49 OF CARPENTER'S ADDITION TO CHICAGO. REC. SEPTEMBER 13, 1875. DOC. 48790.

ALSO

BLOCK 17-17-208 OF WHICH IS BLOCK 2 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17-39-14 ANTE-FIRE.

ALSO

BLOCK 17-17-207 WHICH IS A PART OF BLOCK 3 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17-39-14 (ANTE-FIRE); AND OF WHICH A PART IS SUBDIVISION OF LOTS 15 AND 16, BLOCK 3, DUNCAN'S ADDITION TO CHICAGO, ANTE-FIRE.

ALSO

BLOCK 17-17-203 WHICH IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO.

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West Side Development Plan

REC. AUGUST 13, 1853. ANTE-FIRE, (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17-39-14. REC. AUGUST 31, 1848 (ANTE-FIRE); AND WHICH SAID DUNCAN'S ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 17-39-14. REC. APRIL 29, 1836 (ANTE-FIRE)).

ALSO

BLOCK 17-17-204 OF WHICH A PART IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION, AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO. REC. AUGUST 13, 1853 (ANTE-FIRE), (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17-39-14; AND WHICH SAID DUNCAN'S ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 17-39-14); AND OF WHICH A PART IS ALSO A PART OF SUBDIVISION OF THE INTERIOR PART OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION. REC. APRIL 8, 1857 (ANTE-FIRE); AND OF WHICH A PART IS ALSO A PART OF HOLDEN'S PLAT OF PARTS OF BLOCK 5 OF DUNCAN'S ADDITION AND PART OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE).

ALSO

BLOCK 17-17-205, OF WHICH A PART IS A PART OF THE SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION AND OF BLOCK 5 OF DUNCAN'S ADDITION TO CHICAGO. REC. AUGUST 13, 1853 (ANTE-FIRE), (WHICH SAID CANAL TRUSTEE'S SUBDIVISION IS A SUBDIVISION OF THE WEST ½ AND THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 17-39-14. REC. AUGUST 31, 1848 (ANTE-FIRE), AND WHICH SAID DUNCAN'S ADDITION IS A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 1739-14. REC. APRIL 29, 1836 (ANTE-FIRE)); AND OF WHICH A PART IS A PART OF C.C.P. HOLDEN'S RESUBDIVISION OF LOTS 33, 34, & 35 OF BLOCK 1 OF CANAL TRUSTEE'S SUBDIVISION (ANTE-FIRE).

Added Area Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8 AND PART OF THE SOUTHWEST QUARTER OF SECTION 9 AND PART OF THE NORTHWEST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHTS OF WAY LINE OF WEST LAKE STREET, WITH THE WEST RIGHTS OF WAY LINE OF NORTH PEORIA STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF NORTH PEORIA

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STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET, TO THE EAST RIGHTS OF WAY LINE OF NORTH PEORIA STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF NORTH PEORIA STREET, TO THE SOUTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET; THENCE EAST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST WASHINGTON STREET, TO THE WEST RIGHTS OF WAY LINE OF NORTH GREEN STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF NORTH GREEN STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST MADISON STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST MADISON STREET, TO THE EAST RIGHTS OF WAY LINE OF NORTH GREEN STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF NORTH GREEN STREET AND THE EAST RIGHTS OF WAY LINE OF WEST MONROE STREET, TO THE SOUTH RIGHTS OF WAY LINE OF WEST MONROE STREET; THENCE WEST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST MONROE STREET, TO THE EAST RIGHTS OF WAY LINE OF SOUTH PEORIA STREET; THENCE SOUTH, ALONG SAID EAST RIGHTS OF WAY LINE OF SOUTH PEORIA STREET, TO THE NORTH RIGHTS OF WAY LINE OF WEST ADAMS STREET; THENCE EAST, ALONG SAID NORTH RIGHTS OF WAY LINE OF WEST ADAMS STREET, TO THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 9 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, ALSO BEING A POINT IN THE CENTERLINE OF SAID BLOCK 9; THENCE SOUTH, ALONG THE CENTERLINE OF BLOCK 12 IN SAID DUNCAN'S ADDITION TO CHICAGO (AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS) TO THE SOUTH RIGHTS OF WAY LINE OF WEST JACKSON BOULEVARD; THENCE EAST, ALONG SAID SOUTH RIGHTS OF WAY LINE OF WEST JACKSON BOULEVARD, TO THE WEST RIGHTS OF WAY LINE OF SOUTH GREEN STREET; THENCE SOUTH, ALONG SAID WEST RIGHTS OF WAY LINE OF SOUTH GREEN STREET, TO THE NORTHERLY RIGHTS OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY; THENCE EASTERLY, ALONG SAID NORTHERLY RIGHTS OF WAY LINE OF THE DWIGHT D. EISENHOWER EXPRESSWAY TO A POINT ON THE SOUTH LINE OF LOT 2 IN BLOCK 21 IN SAID DUNCAN'S ADDITION TO CHICAGO, SAID POINT BEING 17.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE WEST RIGHTS OF WAY LINE OF SOUTH HALSTED STREET; THENCE EAST TO THE SOUTHWEST CORNER OF LOT 17 IN J.A. YALE'S SUBDIVISION OF BLOCK 5 OF SCHOOL SECTION ADDITION TO CHICAGO OF SAID SECTION 16, SAID POINT BEING ON THE EAST RIGHTS OF WAY LINE OF SOUTH HALSTED STREET; THENCE EAST, ALONG THE SOUTH LINE OF LOTS 17 THRU 13 INCLUSIVE, IN SAID J.A. YALE'S SUBDIVISION, TO A POINT ON THE EAST LINE OF THE WEST 5.00 FEET OF LOT 13 IN SAID J.A. YALE'S SUBDIVISION; THENCE NORTH, ALONG SAID EAST LINE OF THE WEST 5.00 FEET OF LOT 13, TO THE SOUTH RIGHTS OF WAY LINE OF WEST VAN BUREN STREET; THENCE NORTHERLY, TO A POINT ON THE NORTHERLY RIGHTS OF WAY LINE OF WEST VAN BUREN STREET, SAID POINT BEING ON THE WEST RIGHTS OF WAY LINE OF THE JOHN F. KENNEDY EXPRESSWAY; THENCE NORTHERLY, ALONG SAID WEST RIGHTS OF WAY LINE OF THE JOHN F. KENNEDY EXPRESSWAY, TO THE NORTH RIGHTS-OF-WAY LINE OF WEST JACKSON BOULEVARD; THENCE EAST, ALONG SAID NORTH RIGHTS-OF-WAY LINE OF WEST JACKSON BOULEVARD, TO THE EAST LINE OF THE WEST 29 FEET OF LOT 6 IN BLANCHARD'S SUBDIVISION OF BLOCK 3 OF SCHOOL SECTION ADDITION TO CHICAGO OF SAID SECTION 16; THENCE NORTH, ALONG SAID EAST LINE OF THE WEST 29 FEET OF SAID LOT 6 AND ITS NORTHERLY EXTENSION TO THE NORTH RIGHTS-OF-WAY LINE OF WEST QUINCY STREET AT A POINT ON THE SOUTH LINE OF LOT 3 IN SAID BLANCHARD'S SUBDIVISION; THENCE EAST ALONG SAID NORTH RIGHTS-OF-WAY LINE OF WEST QUINCY STREET,

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TO A POINT ON THE SOUTH LINE OF LOT 3, 42.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 3 IN SAID BLANCHARD'S SUBDIVISION, 58.00 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTH RIGHTS-OF-WAY LINE OF WEST ADAMS STREET; THENCE NORTHWEST TO A POINT ON THE NORTH RIGHTS-OF-WAY LINE OF SAID WEST ADAMS STREET, SAID POINT BEING ON THE SOUTH LINE OF LOT 6 IN BLOCK 2 OF SCHOOL SECTION ADDITION TO CHICAGO OF SAID SECTION 16, 20.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY TO A POINT ON THE NORTH RIGHTS-OF-WAY LINE OF WEST MARBLE PLACE, SAID POINT BEING ON THE SOUTH LINE OF LOT 3 IN BLOCK 2 OF SCHOOL SECTION ADDITION TO CHICAGO OF SAID SECTION 16, 45.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 3 IN BLOCK 2, TO THE EAST LINE OF THE WEST 15.00 FEET OF SAID LOT 3 IN BLOCK 2; THENCE NORTH, ALONG THE EAST LINE OF THE WEST 15.00 FEET OF SAID LOT 3 IN BLOCK 2, TO THE NORTH LINE OF SAID LOT 3 IN BLOCK 2 AND ALSO BEING ON THE SOUTH RIGHTS-OF-WAY LINE OF WEST MONROE STREET; THENCE WEST, ALONG SAID SOUTH RIGHTS-OF-WAY LINE OF WEST MONROE STREET, TO THE WEST RIGHTS-OF-WAY LINE OF THE JOHN F. KENNEDY EXPRESSWAY; THENCE NORTHERLY, ALONG SAID WEST RIGHTS-OF-WAY LINE OF THE JOHN F. KENNEDY EXPRESSWAY, TO THE NORTH RIGHTS-OF-WAY LINE OF WEST LAKE STREET; THENCE WEST, ALONG SAID NORTH RIGHTS-OF-WAY LINE OF WEST LAKE STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION OF THE ~~PREMISES~~ ROOSEVELT PROPERTY

PARCEL 1:

LOTS 1 THROUGH 17, BOTH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 THROUGH 27, BOTH INCLUSIVE, EXCEPT THE SOUTH 17 FEET OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 19 THROUGH 25, BOTH INCLUSIVE IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED 5/14/04, 2004 AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 5 THROUGH 17, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF LOTS 7 THROUGH 20, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID AND LYING SOUTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY;

ALSO, THAT PART OF THE NORTH/SOUTH 13.0 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED 5/14/04, 2004, AS DOCUMENT NUMBER 0413544094, LYING EAST OF THE EAST LINE OF LOTS 18 THROUGH 25, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST

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1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS, LYING WEST OF THE WEST LINE OF LOTS 20 THROUGH 27, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING NORTH OF THE EASTWARD EXTENSION OF THE NORTH LINE OF LOT 17 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID FROM THE NORTHEAST CORNER OF SAID LOT 17 TO THE EAST LINE OF SAID ALLEY AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 25 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE NORTHWEST CORNER OF LOT 27 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID;

ALSO, THAT PART OF THE NORTHEASTERLY/SOUTHWESTERLY 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED 5114, 2004, AS DOCUMENT NUMBER 0413544094, LYING WESTERLY OF THE WESTERLY LINE OF LOTS 23, 24 AND 25 IN GAYLORD AND SMITH'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, LYING EASTERLY OF THE EASTERLY LINE OF LOTS 21, 22, 23 AND 24 IN THE SUBDIVISION OF LOT 26 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 25 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE SOUTHEAST CORNER OF LOT 24 IN THE SUBDIVISION OF LOT 26 AFORESAID AND LYING SOUTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID;

ALSO, THAT PART OF THE NORTH/SOUTH 16 FOOT ALLEY VACATED BY ORDINANCE DATED FEBRUARY 11, 2004 AND RECORDED 5114, 2004, AS DOCUMENT NUMBER 0413544094, LYING WEST OF THE WEST LINE OF LOTS 19, 20, 21 AND 22 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, LYING EAST OF THE EAST LINE OF LOTS 18, 19 AND 20 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING EAST AND EASTERLY OF THE EAST AND EASTERLY LINE OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 19 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE NORTHEAST CORNER OF LOT 18 IN THE SUBDIVISION OF LOT 26 AFORESAID AND LYING NORTHERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 IN GAYLORD AND SMITH'S SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE EAST AND EASTERLY LINES OF LOT 21 IN THE SUBDIVISION OF LOT 26 AFORESAID;

PARCEL 5:

ALSO, THE EAST/WEST 12 FOOT ALLEY LYING SOUTH OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID, LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, AND A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID TO THE SOUTHWEST CORNER OF LOT 7 IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, LYING NORTH OF LOTS 1, 2, 3 AND 4 IN GIVINS, GILBERT AND

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WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID AND LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID, LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE SOUTHWEST CORNER OF LOT 5, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE WEST 2 ACRES AFORESAID AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 7 TO THE NORTHEAST CORNER OF LOT 1, BOTH IN GIVINS, GILBERT AND WALLACE'S SUBDIVISION OF THE EAST 3 ACRES AFORESAID.

PERMANENT TAX INDEX NUMBERS:

16-13-421-024	16-13-421-032
16-13-421-041	16-13-421-031
16-13-421-042	16-13-421-030
16-13-421-043	16-13-421-029
16-13-421-050	16-13-421-028
16-13-421-014	16-13-421-027
16-13-421-009	16-13-421-026
16-13-421-022	16-13-421-021
16-13-421-046	16-13-421-020
16-13-421-047	16-13-421-019
16-13-421-048	16-13-421-013
16-13-421-040	16-13-421-012
16-13-421-039	16-13-421-011
16-13-421-038	16-13-421-010
16-13-421-037	16-13-421-044
16-13-421-036	16-13-421-045
16-13-421-052	16-13-421-049
16-13-421-051	16-13-421-015
16-13-421-034	16-13-421-025
16-13-421-033	

ADDRESS OF PREMISES:

2750 West Roosevelt Road
Chicago, Illinois

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EXHIBIT B-2

LEGAL DESCRIPTION OF GREEN PROPERTY

LOTS 1,2,3,4,10,11,12,13,14,15 and 16 IN BLOCK 10 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Exhibit C

TIF-FUNDED IMPROVEMENTS

EXHIBIT C

TIF-Funded Improvements

Land		1
	Sub-Total	<u>1</u>
Hard Costs		
	Building Core, Shell, Fit-up	3,438,783
	On-Site Civil & Landscaping	408,000
	Off-Site Civil & Landscaping	390,000
	Sustainable Design Elements	229,610
	Furnishings	214,840
	Sub-Total	<u>4,681,233</u>
Soft Cost		
	Environmental Remediation - Green Street	1,000,000
	Construction Contingency	762,900
	Relocation	500,000
	Finance Charges/Interest	350,000
	Development Consulting	268,550
	Architecture - Design Fee	238,795
	Soft Costs Contingency	106,582
	Engineering/Consultants	44,830
	Surveys/Appraisals/Other	30,000
	Soil Borings	29,650
	Landscape Architect	25,210
	Legal - Acquisition	17,456
	Environmental Consultants	15,100
	Legal - Zoning	6,714
	Sub-Total	<u>3,395,786</u>
	Total TIF-Funded Improvements (1)	<u><u>**8,077,019</u></u>

** Notwithstanding the total of TIF-Funded Improvements, the assistance to be provided by the City is limited to the lesser of \$7,022,900 or 32.782% of the actual total Project Cost minus the City's cost to acquire, demolish and remediate the Roosevelt Property as set forth in Section 4.03(b) of the Redevelopment Agreement.

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EXHIBIT G

PERMITTED LIENS

Liens or encumbrances against the Roosevelt Property:

1. Those matters set forth as Schedule B title exceptions in the commitment for owner's title insurance policy (Order #004335826) issued by the Title Company as of the date of recording of this Agreement, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.
2. Real estate taxes and installments of special assessments not past due.
3. Existing Mortgages and New Mortgages, as from time to time amended (as allowed by terms of this Agreement, and Assignments of Rents securing indebtedness secured by any Existing Mortgage or New Mortgage.
- [4. Leases and Memoranda thereof.]**
5. No Further Remediation Letters relating to remediation of environmental conditions.

Liens or encumbrances against the Green Property:

1. Those matters set forth as Schedule B title exceptions in Chicago Title Insurance Company Commitment #008198740 dated March 3, 2004.
2. Memorandum of Agreement pertaining to Agreement for Purchase of Real Estate.
3. Real estate taxes and installments of special assessments not past due.
4. Lien Covenant Restriction Agreement between CCIL and Bank of America, N.A.
5. Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing from CCIL to Bank of America, N.A.

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EXHIBIT H-1

PROJECT BUDGET

Land		1
	Sub-Total	<u>1</u>
Hard Costs		
	Building Core, Shell, Fit-up	12,805,000
	Sustainable Design Elements	855,000
	Furnishings	800,000
	On-Site Civil & Landscaping	408,000
	Off-Site Civil & Landscaping	390,000
	Sub-Total	<u>15,258,000</u>
Soft Cost		
	Environmental Remediation - Green Street	1,000,000
	Development Consulting	1,000,000
	Architecture - Design Fee	889,200
	Construction Contingency	762,900
	Relocation	500,000
	Finance Charges/Interest	350,000
	Architecture - Construction Administration	250,000
	Construction - Performance Bond Costs	150,000
	Construction Loan Fees/Charges	150,000
	Construction Administration/Consulting	145,000
	Sustainable Design/LEEDS Documentation	140,000
	Soft Costs Contingency	106,582
	Legal - Financing	105,407
	Legal - Lenders	85,000
	Architecture - Reimbursables	70,000
	Legal - Acquisition	65,000
	Landscape Architect	50,420
	Building Permit Fees	50,000
	Builder's Risk Insurance	50,000
	Engineering/Consultants	44,630
	Legal/Closing Costs - Predevelopment	43,811
	Surveys/Appraisals/Other	30,000
	Soil Borings	29,650
	Legal - Zoning	25,000
	Construction Loan Title & Recording	25,000
	Real Estate Taxes - Construction Period	20,000
	Environmental Consultants	15,100
	Bank Fees - Payouts	12,000
	Sub-Total	<u>6,164,900</u>
Total Project Cost		<u><u>21,422,901</u></u>

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EXHIBIT H-2

M/WBE Budget

Hard Costs	14,403,000
Demo. & Reme. - Green St.	1,000,000
Sustainable Design Elements	855,000
Total	16,258,000

M/WBE Allocations

MBE (25% of the M/WBE Budget)	4,064,500
WBE (5% of the M/WBE Budget)	812,900
Total Allocations	<u>4,877,400</u>

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT M**

FORM OF NOTE

REGISTERED
NO. R-1MAXIMUM AMOUNT
\$2,000,000UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
CITY OF CHICAGO**TAX INCREMENT ALLOCATION REVENUE NOTE (WESTERN/OGDEN
REDEVELOPMENT PROJECT), TAXABLE SERIES [A]**

Registered Owner: [Developer]

Interest Rate: 9% per annum

Maturity Date: _____, _____ [twenty years from
issuance date]

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$ _____ and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of and interest on this Note from the [Available Excess

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Incremental Taxes] [use applicable term] (as defined in the hereinafter defined Redevelopment Agreement) is due [February 1] [confirm with DPD] of each year until the earlier of Maturity or until this Note is paid in full. Payments shall first be applied to interest. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "**Registrar**"), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$_____ for the purpose of paying the costs of certain eligible redevelopment project costs incurred by _____ [Developer] (the "**Project**"), which were [acquired], [constructed] and [installed] in connection with the development of an

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approximately [_____ acre/_____ square foot] site/building in the _____ Redevelopment Project Area (the "**Project Area**") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "**TIF Act**") , the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on _____, _____ (the "**Ordinance**"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE EXCESS INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE**

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MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty, except for an amount equal to any prepayment penalties, interest rate swap breakage costs and other amounts which the Developer is required to pay to its Lenders by reason of prepayment of this Note which amount shall (i) be documented to the City to its sole satisfaction and (ii) in any event not exceed three percent (3%) of the principal amount of this Note to be redeemed. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in

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the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of _____, _____ between the City and the Registered Owner (the "**Redevelopment Agreement**"), the Registered Owner has agreed to [acquire] and [construct] the Project and to advance funds for the [construction of certain facilities] related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$ _____ shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to [suspend] [terminate] payments of principal and of interest on this Note upon the occurrence of certain conditions, [and the City has reserved the right to offset

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liquidated damage amounts owed to the City against the principal amount outstanding under this Note]. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

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