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Cook County Recorder of Deeds  
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## AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

(The Above Space For Recorder's Use Only)

This **AGREEMENT** ("Agreement") is made on or as of the 29<sup>th</sup> day of June, 2004, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **A & A DEVELOPMENT, LLC**, an Illinois limited-liability company ("Purchaser"), whose offices are located at 1400 West Devon Avenue, Suite 506, Chicago, Illinois 60660.

### RECITALS

**WHEREAS**, the City Council of the City ("City Council"), by ordinance adopted March 31, 2004 (C.J.P. pgs. 21118-21123), authorized the sale and conveyance by the City to Purchaser of certain real parcels of land located at 1750 North Spaulding Avenue and 1800 North Spaulding Avenue and legally described on Exhibit A attached hereto (collectively, "Property"); and

**WHEREAS**, the Purchaser intends to redevelop the Property as follows: (a) Purchaser shall renovate the existing five-story building improving the parcel known as 1800 North Spaulding Avenue (hereafter, the "1800 Parcel") by adding a sixth floor to the building and developing up to forty-nine (49) "loft" condominium units, and in addition, develop the vacant space to the south of the existing building with two (2) buildings consisting of eight unit townhomes each; and (b) Purchaser shall redevelop the 1750 North Spaulding parcel (hereafter, the "1750 Parcel") by constructing a five story apartment building to serve families whose household income, adjusted for household size, is no greater than sixty percent (60%) of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA"); and

**WHEREAS**, with regard to the development and construction of the forty-nine (49) loft condominium units on the 1800 Parcel, the parties agree that approximately forty percent (40%), or twenty (20) condominium units shall be sold to families whose household income, adjusted for

household size, whose income is between sixty percent (60%) to eighty percent (80%) of the median income for the RMSA, such condominium units to be referred to herein as "Affordable Units"; and

**WHEREAS**, the afore-mentioned redevelopment of the Property by Purchaser is more particularly described in Section 5 of the Agreement and shall be hereafter referred to as the Project; and

**WHEREAS**, Purchaser has submitted to the City a proposed planned development governing the redevelopment of the Property, and if so approved by the Chicago City Council, the Property shall be subject to said planned development; and

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

### **SECTION 1. INCORPORATION OF RECITALS.**

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

### **SECTION 2. SALE AND PURCHASE PRICE.**

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from the City for the amount of One Million Ten Thousand Dollars (\$1,010,000.00) ("Purchase Price"). Said sum shall be paid to the City at the closing. Payment of the Purchase Price shall be by certified check or wire transfer.

### **SECTION 3. CONVEYANCE OF PROPERTY**

A. Form of Deed. The City shall convey to the Purchaser title to the Property by Quitclaim Deed ("Deed"). The conveyance and title for each shall, in addition to the provisions of this Agreement, be subject to:

1. The standard objections in an ALTA insurance policy.
2. Taxes which are not yet due and owing.
3. Easements, encroachments, covenants and restrictions of record and not shown of record.
4. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Title commitment and Insurance. The City has obtained a title commitment issued by Chicago Title Insurance Corporation ("Title Company") showing the City in title to the Property. Purchaser shall be responsible for any title insurance or endorsements it deems necessary.

C. Survey. Purchaser shall be responsible for any survey it deems necessary.

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D. The Closing. The closing ("Closing") for the sale and conveyance of the Property to Purchaser shall take place at the Title Company on no later than October 1, 2004, otherwise, this Agreement, at the option of the City, may be terminated and declared null and void. In such event, the City shall be under no further obligation to Purchaser.

Purchaser understands that it shall be, as a pre-condition to Closing, that the Chicago City Council approve a planned development ("Planned Development Ordinance") governing the redevelopment of the Property.

E. Real Estate Taxes. The City shall obtain the waiver of all delinquent general real estate tax liens, if any, on each of the Parcels constituting the Property. Purchaser shall be responsible for all taxes accruing after the Closing. Until a Final Certificate of Completion for the Project is issued by the City, Purchaser shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment. If the City is unable to obtain the waiver of any such tax liens affecting either Parcel to the satisfaction of Purchaser, said Parcel shall not be conveyed to Purchaser (unless Purchaser is willing to accept such conveyance and has notified the City of such willingness).

F. Recordation of Deed. Purchaser shall promptly file the Deed for recordation with the Recorder's Office. Purchaser shall pay all such recordation costs.

G. Escrow. In the event Purchaser requires conveyance through escrow, Purchaser shall pay all escrow fees.

## **SECTION 4. REPRESENTATIONS AND WARRANTIES.**

### **I. Covenants, Representations and Warranties of Purchaser.**

To induce the City to execute the Agreement and perform the obligations of the City hereunder, and by executing and delivering this Agreement, each Member (as defined below) of Purchaser hereby covenants, represents and warrants to the City as follows:

- (a) Purchaser is a duly organized and existing limited liability company in good standing under the laws of the State of Illinois. The members of Purchaser (singularly, "Member" and collectively, "Members") are George Ardelean and Agatha Ardelean. The rights and responsibilities of the Members are further described in that certain Operating Agreement dated as of January 10, 2002 ("LLC Agreement"), a certified copy of which has been delivered to the DOH. Specifically, pursuant to the terms of the LLC Agreement, each Member shall hold a fifty percent (50%) interest in Purchaser. The Members agree that the LLC Agreement, inasmuch as it affects the performance of Purchaser and either Member pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the City's Department of Planning and Development ("DPD").

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- (b) To the best of each Member's knowledge, no litigation or proceedings are pending, or are threatened against Purchaser or any Member, or any party affiliated with Purchaser or any Member, which could: (i) adversely affect the ability of Purchaser or any Member to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Purchaser or any Member.
- (c) To the best of each Member's knowledge, the execution, delivery and performance by Purchaser of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Purchaser or any Member, or any party affiliated with Purchaser or any Member is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.
- (d) The parties executing the Agreement on behalf of each Member have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Purchaser to perform the terms and obligations contained herein.
- (e) To the best of each Member's knowledge, the construction of the housing units constituting the Project, as described in the Agreement, do not currently violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any Parcel or part thereof.
- (f) Except as otherwise provided in the Agreement, Purchaser shall not, without the prior written consent of the DPD, which the DPD may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any Parcel or any portion thereof (unless Purchaser has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any Parcel or part thereof; or (iii) enter into any transaction not in the ordinary course of business of Purchaser or any Member which materially or adversely affects Purchaser's ability to perform its obligations under the terms of the Agreement.
- (g) Purchaser has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete the housing units constituting the Project.

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- (h) Purchaser has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Purchaser in violation of Chapter 2-156-020 of the Municipal Code of Chicago.
- (i) The financial statements of Purchaser which have been submitted to the City in conjunction with this Project and Agreement are, and when hereafter required to be submitted will be, complete in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Purchaser, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Purchaser since the date of Purchaser's financial statements.
- (j) Purchaser has agreed to comply with the terms of the employment obligations described in Section 19 of the Agreement.

## **II. Representations and Warranties of the City.**

To induce Purchaser to execute the Agreement and perform the obligations of Purchaser hereunder, the City hereby represents and warrants to Purchaser that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

## **III. Survival of Covenants, Representations and Warranties.**

Purchaser agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

## **SECTION 5. DESCRIPTION OF THE PROJECT; PROJECT BUDGET; PROOF OF FINANCING.**

**I. Description of the Project.** Upon the acquisition of the Property by Purchaser, Purchaser shall develop and construct the Project as follows:

Regarding the development of the 1800 Parcel, Purchaser agrees to renovate the existing five story brick building by developing and constructing approximately forty-nine "loft" condominium units, twenty (20) of which shall be sold to income eligible unit buyers as Affordable Units. This development shall necessitate adding a sixth floor to the building, which will be set back on the east elevation approximately 15 feet to the first column line. The east facade of the sixth story addition will be finished with the same red face brick as the existing facade of the building. Purchaser will

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use its best efforts that the bricks will be salvaged from the openings made for the ten (10) newly created inset balconies and the additional window openings on the existing east facade of the building. The remaining three sides of the sixth floor addition will be finished in a masonry face brick to replicate the existing common brick on the facade of the building. The set back of the roof of the building will be utilized as a private terrace benefitting the unit owners of the condominium units located on said sixth floor.

The afore-mentioned condominium units shall include a variety of styles that will range from one, two and three bedroom floor plans.

Purchaser shall sell and convey the Affordable Units to income-eligible unitbuyers in accordance with the terms and conditions of Section 9.

Twenty (20) parking spaces will be provided for the unit buyers of this building and are planned as an "open carport style" on the north and south sides of the building. An additional five (5) units will be assigned tandem parking spaces on the north side of the building, giving these units two (2) parking spaces each. There will be two building entrances to the building at the east and west end of the north parking area and a west entrance on the south parking area. The south parking area is also easily accessible to the main building entrance. Of these twenty (20) spaces, two will be designed as accessible parking spaces. An additional eight (8) parking spaces are planned for the north side of the private drive located at the north end of the 1800 Parcel. The remaining twenty-one (21) parking spaces will be located in an adjacent parking area immediately south of the building.

In addition, Purchaser, on the vacant part of the 1800 Parcel immediately south of the building, shall develop and construct two (2) buildings consisting of eight unit townhomes each. Parking for these townhome owners shall be provided through the inclusion of two-car garages attached to each townhome.

All common areas shall be fenced and landscaped in accordance with the Chicago Landscape Ordinance.

With regard to the development of the 1750 Parcel, said site shall be developed into a red face brick five story apartment rental building. Rental of these apartment units shall be restricted to families whose household income, adjusted for household size, is at or below sixty percent (60%) of the median income for the PMSA. In addition, Purchaser understands that these apartment rental units shall be made available to families meeting such income-eligibility requirements for a period of at least thirty (30) years commencing with the issuance of the certificate of occupancy for such apartment building by the City.

The building will consist of sixteen (16) three bedroom rental units, and twenty (20) two bedroom rental units. Construction shall be steel frame with pre case concrete planks used to construct the floors. The exterior walls of the building shall be standard size red face brick with four inch block back up. The ground floor entrance to the building shall be detailed with ornamental limestone, including sills and copings. The building will contain a common trash chute and be fully



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sprinklered with a fire alarm panel to monitor flow switches and smoke detectors with two (2) elevators. At least fifty percent (50%) of the non-mechanical space on the roof shall be developed and maintained as a “green roof”.

At least one parking space shall be provided for each corresponding rental unit. Thirty-two (32) of the parking spaces shall be provided in a grade-level heated indoor parking garage, and four (4) of said spaces will be provided directly outside of the building at the west side. These spaces will be totally within the property units of the parcel.

All common areas shall be fenced and landscaped in accordance with the Chicago Landscape Ordinance.

**II. Project Budget and Proof of Financing.** Not less than twenty-one (21) days prior to the Closing, Purchaser shall submit to the City for approval a project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the development and construction of the housing units to be developed on the 1800 Parcel. If Purchaser fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within forty-five (45) days of the execution date of this Agreement, the City, at its sole option, may declare this Agreement null and void and shall be under no further obligation to Purchaser.

## SECTION 6 SITE PLANS AND ARCHITECTURAL DRAWINGS.

Purchaser agrees to renovate and/or construct the buildings and other improvements on the 1800 Parcel in accordance with those certain Construction Documents dated \_\_\_\_\_, 2004 (“Construction Documents”), which have been approved by the DPD and the City’s Department of Construction and Permits (“DCAP”) and which are listed on Exhibit B attached hereto. No material deviation from the Construction Documents shall be made without the prior written approval of DPD.

With regard to the construction of the building and other improvements on the 1750 North Parcel, Purchaser agrees to submit to DPD for its approval proposed construction documents and a site plan. Once so approved by DPD and DCAP, said construction documents shall be referred to as the “1750 Parcel Construction Documents”). No material deviation from the 1750 Parcel Construction Documents shall be made without the prior written approval of DPD.

Purchaser shall be solely responsible for and shall pay all costs in regard to: the relocation, installation or construction of public or private utilities; curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a result of Purchaser's undertaking of the Project; the removal of existing pipes, utility equipment or building foundations; and the termination of existing water or other services.

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## SECTION 7 LIMITED APPLICABILITY.

The approval of the Construction Documents by the DPD are for the purposes of this Agreement only and do not constitute the approval required by the DCAP or any other City department; nor does the approval by the DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by the DPD shall be only for the benefit of Purchaser and any lienholder authorized by this Agreement.

## SECTION 8 COMMENCEMENT AND COMPLETION OF THE PROJECT.

Purchaser represents and warrants that it shall commence to obtain building permits for the renovation of the existing building on the 1800 Parcel no later than forty-five (45) days from the execution date of this Agreement by the parties. The renovation of said building shall be commenced by Purchaser within sixty (60) days of the issuance of said building permits. Except as otherwise provided for in this Agreement, all of the improvements constituting that part of the Project to be developed and constructed on the 1800 Parcel shall be completed (as evidenced by the issuance of the 1800 Certificate by the City) within fourteen (14) months after such conveyance.

The construction of the apartment unit building and parking garage constituting the improvements on the 1750 Parcel shall be commenced by Purchaser within nine (9) months of the date of conveyance of the Property to Purchaser, and except as otherwise provided in this Agreement, shall be completed within fourteen (14) months after commencement of construction of said building.

Within five (5) days from the commencement of construction of the improvements on either of the Parcels, Purchaser shall notify the City that construction of such has begun.

Notwithstanding anything to the contrary, the term of the Agreement ("Term") shall commence on the execution date of the Agreement, and unless otherwise modified by the provisions of Section 15, shall be completed no later than February 1, 2007.

## SECTION 9 CERTIFICATE OF COMPLETION.

Promptly after completion by Purchaser of the building and ancillary improvements on each of the Parcels, in accordance with the terms and conditions of this Agreement, the City shall furnish Purchaser with a Certificate of Completion ("Certificate"). The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement and the pertinent Deed with respect to the obligations of Purchaser to construct the pertinent improvements on each of the Parcels in accordance with the terms and conditions of this Agreement. The Certificate shall be in recordable form. Within twenty (20) days after receipt of a written request by Purchaser for a Certificate, the City shall provide Purchaser with either the Certificate or a written statement indicating in adequate detail how Purchaser has failed to complete the buildings and other improvements in question in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Purchaser



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to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, Purchaser shall resubmit a written request for the Certificate upon compliance with the City's response.]

Notwithstanding anything to the contrary contained in this Agreement, the parties understand and agree that any Certificate issued by the City in accordance with this Agreement shall not constitute evidence that Purchaser has complied with any applicable provision of federal, state and local laws, ordinances and regulations with regard to the completion of the buildings and housing units in question, and furthermore, shall not serve as any "guaranty" as to the quality of construction of said structures.

In addition, with regard to the issuance of the Certificate with regard to completion of development and construction of each and every Affordable Unit to be undertaken by Purchaser pursuant to this Agreement, Purchaser understands and agrees that each initial unitbuyer shall meet the income eligibility standards as described in the Recitals above, and be re-certified as meeting such requirements by the City prior to the closing and sale of the completed Affordable Unit to such unitbuyer. Purchaser shall also comply with the requirements described in Section 10(C).

Notwithstanding anything to the contrary contained herein, the City understands and agrees that as condominium units and townhomes to be developed on the 1800 Parcel are sold by Purchaser to unit buyers, this Agreement shall no longer be an encumbrance on title affecting title to said condominium or townhome units.

## **SECTION 10 RESTRICTIONS ON USE**

Purchaser agrees that it:

A. Shall develop the Property in accordance with the Planned Development Ordinance affecting the Property.

B. Shall construct the housing units and all ancillary improvements constituting the Project in accordance with the terms and conditions of the Agreement.

C. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap or disability, in the sale, lease, rental, use or occupancy of the any Parcel (or any part thereof) or any improvements located or to be erected thereon.

D. Shall not sell and convey any Affordable Unit unless such initial purchaser meets the income eligibility standards described in the Recitals and comply with the following:

1 With regard to the development and sale of any Affordable Unit, Purchaser shall deliver to the DPD an executed real estate sales contract between Purchaser and the pertinent unitbuyer, which sales contract shall identify the Affordable Unit and include the legal description for the Affordable Unit.

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2. The City must approve the income eligibility of the unitbuyer purchasing any of the Affordable Units. In such regard, Purchaser shall be responsible for providing the DPD with any and all information required by the DPD in determining the prospective homebuyer's income eligibility. The DPD shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial unitbuyer's employer(s), U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the unitbuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae") within which to qualify potential unitbuyers.

3. The sales price for said Affordable Units shall be approved by the DPD and determined by the amount of household income of the proposed homebuyer, but in no event shall said sales price be less than One Hundred Thousand Dollars (\$100,000) per Affordable Unit.

4. At each closing for an Affordable Unit, the Unit buyer shall execute a mortgage in favor of the City of Chicago and a covenant of residency (note). The mortgage shall have a term of five (5) years ("Term") commencing with the date of closing in an amount representing the difference between the market rate sales price for a similar type of Unit and the sales price paid by the Unit buyer for the Affordable Unit. This amount shall decline on a proportional amount on each anniversary of the date of closing during the Term. The mortgage shall be due and payable by the Affordable Unit buyer if, during the Term, the Unit buyer sells the Affordable Unit for an amount greater than the original purchase price. If, at the expiration of the Term, the Unit buyer is still residing in the Affordable Unit as its primary domicile, the City shall issue a release of said mortgage.

5. Shall devote the apartment rental units on the 1750 Parcel for rental to families meeting the income-eligibility requirements described in the Recitals and in Section 5 for a period of at least thirty (30) years commencing with the issuance of the certificate of occupancy for such apartment building by the City.

## **SECTION 11 PROHIBITION AGAINST TRANSFER OR PROPERTY.**

Prior to the issuance of the Certificate by the City with regard to completion of the buildings and other improvements on each of the Parcels, Purchaser shall not, without the prior written consent of the City: (a) sell or convey the pertinent Parcel or any part thereof; or (b) create any assignment with respect to this Agreement or such Parcel or part thereof that would take effect prior to the issuance of the pertinent Certificate by the City; or (c) contract or agree to: (1) sell or convey the pertinent Parcel or part thereof, or (2) create any assignment with respect to this Agreement or such Parcel that would take effect prior to the issuance of the pertinent Certificate by the City. If any Parcel is acquired by a corporation, partnership or other legal entity (as Purchaser), there shall be no transfer of ten percent (10%) or more interest in the entity nor any similar significant change in the constitution of the entity until the Certificate is issued or the City consents in writing to the transfer or change. The provisions of this Section 11 shall not limit Purchaser's rights under Section 12 of this Agreement.

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Notwithstanding the above, Purchaser shall have the right to enter into real estate purchase contracts with initial unitbuyers concerning the sale of condominium or townhome units to be constructed by Purchaser on the 1800 Parcel in accordance with this Agreement.

## **SECTION 12 LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the issuance of the Certificate by the City with regard to completion of the buildings and other improvements on each of the Parcels, Purchaser shall not engage in any financing or other transaction which creates an encumbrance or lien upon the Parcel for the pertinent Phase, except for the purposes of obtaining: (a) funds necessary to acquire the Parcels; (b) funds necessary to construct the pertinent improvements on such Parcels; or (c) funds necessary for architects, surveyors, appraisers, environmental consultants or attorneys in connection with the development and construction of the Project.

## **SECTION 13 MORTGAGEES NOT OBLIGATED TO CONSTRUCT.**

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage of either Parcel or the Property authorized by Section 12 of this Agreement shall not be obligated to construct or complete the pertinent buildings and other improvements on such Parcel or Property; provided, however, that the foregoing provision shall not apply to any purchaser, other than the holder of the mortgage, of either Parcel or the Property at a foreclosure sale. Nothing in this Section nor in any other section of this Agreement shall be deemed or construed to permit or authorize any such holder of a mortgage to devote the Parcel in question or the Property to any use, or to construct any improvements thereon, other than those uses or improvements permitted in the Agreement.

## **SECTION 14 COVENANTS RUNNING WITH THE LAND.**

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 shall be covenants running with the land, binding Purchaser and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall be terminated upon issuance of the Certificate with regard to the pertinent Parcel.

## **SECTION 15 PERFORMANCE AND BREACH.**

A. Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement.

B. Permitted Delays. Purchaser shall not be considered in breach of its obligations with respect to the commencement or completion of construction of the buildings and other improvements to be constructed on the Parcels in the event of a delay in the performance of such obligations due to unforeseeable causes beyond Purchaser's control and without Purchaser's fault or negligence, including but not limited to, delays or halts in construction of the Project on the

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pertinent Parcel which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if Purchaser requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach.

1. Generally. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the aggrieved party may terminate this Agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.
2. Event of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":
  - a. Purchaser fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this Agreement; or
  - b. Purchaser makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or
  - c. A petition is filed by or against Purchaser under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing; or
  - d. Purchaser abandons or substantially suspends the construction work for any part of the Project on either of the Parcels, and such abandonment or suspension is not cured, ended, or remedied within sixty (60) days of the date Purchaser receives written demand by the City to cure such default; or

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- e. Purchaser fails to timely pay real estate taxes or assessments affecting the Property (or part thereof) or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property or part thereof, which is not released or vacated within six (6) months of its levy; or
- f. Purchaser makes an assignment, pledge, encumbrance, transfer or other disposition in violation of this Agreement; or
- g. Purchaser's financial condition or operations adversely changes to such an extent that would materially affect Purchaser's ability to complete any part of the Project; or
- h. Purchaser fails to comply with the terms of any other written agreement entered into with the City or any loan issued by the City; or
- i. Purchaser fails to develop and construct at least twenty (20) Affordable Units, or fails to sell and convey said units to unitbuyers meeting the income eligibility standards described in this Agreement; or
- j. Purchaser fails to rent any apartment located on the 1750 Parcel to families meeting the income eligibility requirements described in the Recitals or Section 5 of the Agreement; excepting, however, that one apartment unit may be rented or otherwise utilized for the caretaker of the building .
3. Prior to Conveyance. If prior to the conveyance of the Deed, Purchaser defaults in any specific manner described in this Section 15(C), the City may terminate this Agreement, and institute any action or proceeding at law or in equity against Purchaser.
4. After Conveyance. If subsequent to the conveyance of the Deed to Purchaser but prior to the issuance of the Certificate with regard to the completion of the buildings or other improvements on either of the Parcels, Purchaser defaults in any specific manner described in this Section 15(C), the City, by written notice to Purchaser, may utilize any and all remedies available to the City at law or in equity, including but not limited to, the right to re-enter and take possession of the pertinent Parcel (other than those parts of the 1800 Parcel upon which a condominium or townhome unit has been constructed and sold to an initial unitbuyer by Purchaser), terminate the estate conveyed to Purchaser, and revert title to such Parcel (or part thereof, as provided for herein) in the City; provided, however, that the reversion of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

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5. Resale of the Parcel. Upon the revesting in the City of title to either of the Parcels as provided in Section 15(C)(4), the City shall employ its best efforts to convey the Parcel(s) (subject to the mortgage liens described in this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the buildings and other improvements on said Parcel or such other improvements as shall be satisfactory to the City.

6. Disposition of Resale Proceeds. If the City sells any Parcel as provided for in this Section, the proceeds from the sale shall be utilized to reimburse the City for:

costs and expenses incurred by the City, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Parcel (less any income derived by the City from the Parcel in connection with such management); and

all taxes, assessments, and water and sewer charges assessed against the Parcel; and

any payments made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Purchaser; and

any expenditures made or obligations incurred with respect to construction or maintenance of the pertinent improvements; and

any other amounts owed to the City by Purchaser.

Purchaser shall be entitled to receive any proceeds up to the amount of Purchaser's investment in the Property not utilized in meeting the expenses of the City described herein.

D. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Purchaser shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Purchaser.

E. Access to the Parcels. After the Closing and conveyance of the Parcels constituting the Property to Purchaser, until the City issues its Certificate with regard to said Parcel, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of confirming Purchaser's compliance with this Agreement; provided, however, once a condominium or townhome unit is sold to a unit buyer, the City shall no longer have access (as authorized by this Agreement) to any such condominium or townhome unit.



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## **SECTION 16 CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

Purchaser warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to Purchaser 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 Purchaser or successor or on any obligation under the terms of this Agreement.

## **SECTION 17 INDEMNIFICATION.**

Purchaser agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of Purchaser to perform its obligations under this Agreement; (ii) the failure of Purchaser or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (iii) a material misrepresentation or omission in the Agreement which is the result of information supplied or omitted by Purchaser or by any agents, employees, contractors or persons acting under the control or at the request of Purchaser; (iv) the failure of Purchaser to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (v) any actions resulting from any activity undertaken by Purchaser on the Property or part thereof prior to or after the conveyance of the Property (or part thereof) to Purchaser by the City. This indemnification shall survive any termination of this Agreement.

## **SECTION 18 ENVIRONMENTAL MATTERS.**

The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of any Parcel constituting the Property for any purpose whatsoever, and Purchaser agrees to accept each Parcel "as is" and "where is".

It shall be the responsibility of Purchaser, at its sole cost and expense, to investigate and determine the soil and environmental condition of the pertinent Parcel. Prior to the Closing, Purchaser shall have the right to request a right of entry for the purpose of conducting environmental tests on the Parcel in question. If such a request is made, the City shall grant Purchaser a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon Purchaser obtaining all necessary permits and the following types and amounts of insurance: a) commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; b) automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage; and c) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to provide any work on the pertinent Parcel. All insurance policies

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shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the pertinent Parcel. Purchaser shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the pertinent Parcel. Purchaser expressly understands and agrees that any coverage and limits furnished by Purchaser shall in no way limit Purchaser's liabilities and responsibilities set forth in this Agreement.

Purchaser agrees to carefully inspect the pertinent Parcel prior to the commencement of any activity said Parcel to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. Purchaser shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any work being done on the Parcels or part thereof. Purchaser's activities on the pertinent Parcel shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, Purchaser agrees to restore the Parcel to its original condition. Purchaser shall keep the Parcel in question free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Purchaser, and agrees to indemnify and hold the City harmless against any such liens.

Purchaser agree to deliver to the City a copy of each report prepared by or for Purchaser regarding the environmental condition of each Parcel. If prior to the Closing, Purchaser's environmental consultant determines that contamination exists on the Parcel in question to such an extent that the parties agree that the estimated cost of remediation (as determined by the consultant) is too excessive for Purchaser, the City shall execute a release of this Agreement affecting said Parcel. Purchaser agrees that a request to release this Agreement shall not be made until all reports concerning the condition of the Parcel in question have been reviewed by the City.

If after the Closing, the environmental condition of the pertinent Parcel is not in all respects entirely suitable for the use to which the Parcel is to be utilized pursuant to the terms of this Agreement, it shall be the sole responsibility and obligation of the pertinent Purchaser to take such action as may be necessary to put the Parcel in a condition entirely suitable for the intended use of the Parcel. Purchaser agrees to release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Parcel in question prior to the Closing.

## **SECTION 19 PURCHASER'S EMPLOYMENT OBLIGATIONS.**

A. Employment Opportunity. Purchaser agrees, and shall contractually obligate its various contractors, subcontractors or any affiliate of Purchaser operating on the Property or pertinent Parcel thereof (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of any of the housing units constituting part of the Project:

1. Neither Purchaser nor any 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

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orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 *et seq.* of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). Purchaser and 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. Purchaser and 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, Purchaser and each Employer, 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, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

2. To the greatest extent feasible, Purchaser and each Employer is required to present opportunities for training and employment of low and moderate income residents of the City and to provide that contracts for work in connection with the construction of the each Phase of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
3. Purchaser and 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 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.
4. Purchaser, 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.
5. Purchaser and each Employer shall include the foregoing provisions of subparagraphs 1 through 4 in every contract entered into in connection with the construction of each Phase of the Project, and shall require

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inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

6. Failure to comply with the employment obligations described in this Section 19(A) shall be a basis for the City to pursue remedies under the provisions of Section 15 above.

B. City Resident Employment Requirement. Purchaser agrees, and shall contractually obligate the Employers 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 of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the pertinent Phase shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, Purchaser and the Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

Purchaser and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Director of Procurement Services of the City of Chicago.

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

Purchaser and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the pertinent Phase. Purchaser and the Employers 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 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 company hired the employee should be written in after the employee's name.

Purchaser and the Employers shall provide full access to their employment records to the Director of Procurement Services, the DPD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Purchaser and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the pertinent Certificate.

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At the direction of the DPD, Purchaser and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Purchaser and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Director of Procurement Services) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

In the event that the City has determined that either Purchaser or an Employer failed to ensure the fulfillment of the requirements 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 (.05%) of the aggregate hard construction costs set forth in the pertinent Purchaser's budget shall be surrendered by Purchaser and for the Employers to the City in payment for each 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 Purchaser and/or the other Employers or employee to prosecution.

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.

Purchaser shall cause or require the provisions of this Section 19(B) to be included in all construction contracts and subcontracts related to the construction of the pertinent Phase.

C. Purchaser's MBE/WBE Commitment. Purchaser agrees, and shall contractually obligate the Employers to agree, that during the construction of the Project:

1. 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. of the 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 19(C), during the course of construction of each Phase of the Project, at least the following percentages of the aggregate hard construction costs shall be expended for contract participation by



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minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

- a. At least 25% by MBEs.
  - b. At least 5% by WBEs.
2. For purposes of this Section 19(C) only, Purchaser (and any party to whom a contract is let by Purchaser pursuant to this Agreement) shall be deemed a "Contractor" and this Agreement (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Municipal Code of Chicago. In addition, the term "minority-owned business" or MBE shall mean a business enterprise 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; and the term "women-owned business" or WBE shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.
3. Consistent with Section 2-92-440 of the Municipal Code of Chicago, Purchaser's MBE/WBE commitment may be achieved by Purchaser utilizing a MBE or a WBE as a contractor, by subcontracting or causing a contractor to subcontract a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the construction of the pertinent Phase 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 Purchaser's MBE/WBE commitment as described in this Section 19(C).
4. Purchaser shall deliver quarterly reports to the DPD 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 Purchaser or a contractor to work on the Phase in question, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction, 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 the DPD in determining Purchaser's compliance with this MBE/WBE commitment. The DPD shall have access to Purchaser's books and records, including, without limitation, payroll records and tax returns, to allow the City to review Purchaser's compliance with its commitment to MBE/WBE participation.



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5. The City shall have the right to terminate this Agreement upon the disqualification of a contractor as a MBE or WBE, if the contractor's status as a MBE or WBE was a factor in the approval of Purchaser, and such status was misrepresented by the contractor or Purchaser. In addition, the City shall have the right to terminate this Agreement upon the disqualification of any MBE or WBE subcontractor or supplier of goods or services if the subcontractor's status as a MBE or WBE was a factor in the approval of Purchaser, and such status was misrepresented by the contractor or Purchaser. In the event that Purchaser is determined not to have been involved in any misrepresentation of the status of the disqualified contractor, subcontractor or supplier, the City, at its option, may choose to not terminate this Agreement; provided, however, Purchaser shall be obligated to discharge or cause to be discharged the disqualified contractor or subcontractor or to terminate any contract or business with the disqualified supplier, and, if possible, identify a qualified MBE or WBE as a replacement. For purposes of this subparagraph 5, the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.
6. Any renunciation or waiver of Purchaser's MBE/WBE commitment as described in this Section 19(C) shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.
7. In the event that the MBE/WBE commitment as described in this Section 19(C) conflict with the substitute ordinance passed by the City Council of the City on May 26, 2004, the provisions of such ordinance shall control.

D. Pre-Construction Meeting; Monitoring Requirements. Prior to the commencement of construction of the Project, Purchaser shall meet with the monitoring staff of the DPD with regard to Purchaser's compliance with its employment obligations, the sufficiency of which must be approved by the DPD as a pre-condition to the DPD's approval to allow Purchaser to commence with the construction of the pertinent Phase. During the construction of the Project, Purchaser shall submit documentation (as required in Sections 19(A) and 19(C) above) to the monitoring staff of the DPD. The failure to submit such documentation on a timely basis, or if the DPD determines, upon analysis of the documentation, that Purchaser is not complying with its employment obligations described in this Section 19, shall upon the delivery of written notice to Purchaser, be deemed a default. In such event, in addition to any remedies described in this Section 19(D), the City may: (1) issue a written demand to Purchaser to halt construction of the pertinent Phase; (2) withhold certain pertinent sums from payment to Purchaser or the general contractor, if applicable; or (3) seek any other remedies against Purchaser available at law or in equity.

## **SECTION 20 PROVISIONS NOT MERGED WITH DEED.**

The provisions of this Agreement shall not be merged with the Deed and the delivery of such Deed shall not be deemed to affect or impair the provisions of this Agreement.

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## SECTION 21 HEADINGS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.

## SECTION 22 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

## SECTION 23 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

## SECTION 24 SEVERABILITY.

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

## SECTION 25 NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago  
 Department of Planning and Development  
 121 North LaSalle Street  
 Room 1000 - City Hall  
 Chicago, Illinois 60602  
 Attn: Danita Childers  
 Assistant Commissioner - North District

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With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600 - City Hall  
Chicago, Illinois 60602  
Attn: Real Estate Division

If to Purchaser:

A & A Development, LLC  
1400 West Devon Avenue  
Suite 506  
Chicago, Illinois 60660  
Attn: George Ardelean

With a copy to:

Wigoda & Wigoda  
444 North Michigan Avenue  
26<sup>th</sup> floor  
Chicago, Illinois 60611  
Attn: Gary Wigoda

and to:

Rosenbloom & Rosenbloom  
750 North Lake Cook Road  
Suite 495  
Buffalo Grove, Illinois 60089  
Attn: Berry Rosenbloom

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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## **SECTION 26 COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

## **SECTION 27 ORGANIZATION AND AUTHORITY.**

Purchaser represents and warrants that it is a duly organized and validly existing limited liability company under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Parcels constituting the Project, and that the person(s) signing this Agreement on behalf of Purchaser has the authority to do so.

## **SECTION 28. SUCCESSORS AND ASSIGNS.**

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

## **SECTION 29. TERMINATION.**

In the event that the Closing and conveyance of the Property to Purchaser has not occurred within the time frame provided for in Section 8 above, either party may terminate this Agreement upon written notice to the other.

## **SECTION 30. RECORDATION OF AGREEMENT.**

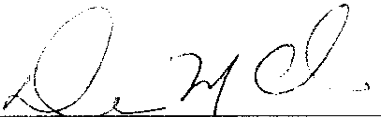
One original of this Agreement shall be recorded with the Recorder's Office prior to or as part of the Closing. Purchaser shall be responsible to pay the recording fees.

**GO TO NEXT PAGE**

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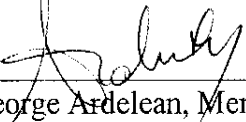
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of Planning and Development, and Purchaser has signed the same on or as of the day and year first above written.

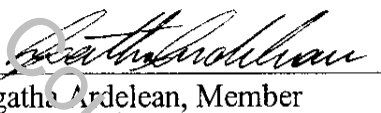
**CITY OF CHICAGO,**  
an Illinois municipal corporation

By:   
Denise M. Casalino, P.E.  
Commissioner of Planning and Development

**PURCHASER :**

A & A DEVELOPMENT, LLC,  
an Illinois limited liability company

By:   
George Ardelean, Member

By:   
Agatha Ardelean, Member

This instrument was prepared by, and after recording,  
please return to:

Mark Lenz  
Assistant Corporation Counsel  
City of Chicago  
Room 1610 - 30 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-1041

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )

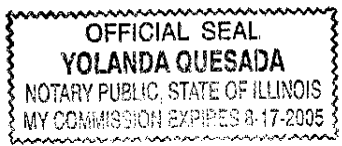
) SS.

COUNTY OF C O O K.)

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Denise M Casalino, P.E., personally known to me to be the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 29 day of June, 2004.

Yolanda Quesada  
NOTARY PUBLIC





# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Rebecca Olan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Ardelean, personally known to me to be a Member of A & A Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged he signed and delivered the instrument pursuant to authority given by A & A Development, LLC, as his free and voluntary act and as the free and voluntary act and deed of A & A Development, LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 24 day of June, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Rebecca Olan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Agatha Ardelean, personally known to me to be a Member of A & A Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged he signed and delivered the instrument pursuant to authority given by A & A Development, LLC, as her free and voluntary act and as the free and voluntary act and deed of A & A Development, LLC, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 24 day of June, 2004.

Rebecca Olan  
NOTARY PUBLIC



Property of Cook County Clerk's Office

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION OF PROPERTY****1750 PARCEL:**

THE SOUTH 14 1/12 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5 AND 6 IN BLOCK 15 (EXCEPT FROM SAID LOT 1 THAT PART TAKEN, USED OR OCCUPIED FOR STREET OR ALLEY) IN J. R. LANE'S RESUBDIVISION OF BLOCK 14 AND THE EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1750 North Spaulding Avenue, Chicago, Illinois

PIN: 13-35-415-025-0000;  
 13-35-415-026-0000;  
 13-35-415-027-0000; and  
 13-35-415-028-0000

**1800 PARCEL:**

THAT PART OF BLOCK 10 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK, 297 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 282.50 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY; THENCE WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 123.86 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 57.21 FEET TO A POINT ON A LINE 10 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID BLOCK, WHICH IS 19.77 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE NORTH ALONG SAID EAST LINE, BEING A LINE 10 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 262.74 FEET TO A POINT 297 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK; THENCE EAST 177.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1800 North Spaulding Avenue, Chicago, Illinois  
 PIN: 13-35-409-038-0000 (PART OF)

# UNOFFICIAL COPY

## EXHIBIT B

### DRAWINGS

The plans and specifications approved by the City as part of the Part II approval for planned development #14358 approved by the City Council on July 21, 2004

Property of Cook County Clerk's Office