



Doc#: 0505942215  
Eugene "Gene" Moore Fee: \$80.00  
Cook County Recorder of Deeds  
Date: 02/28/2005 01:20 PM Pg: 1 of 29

**AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND**

(The Above Space For Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the 19 day of November, 2004, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and <sup>7/18</sup> **METROPOLITAN COMMUNITY CHURCH**, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 400 East 41<sup>st</sup> Street, Suite 103, Chicago, Illinois 60653.

**RECITALS**

**WHEREAS**, the Developer desires to purchase from the City certain real property located in the 4600-4700 block of Prairie Avenue, Chicago, Illinois, which is legally described and identified on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Property is located in a redevelopment area known as the 47<sup>th</sup> and King Drive Tax Increment Finance Area ("Redevelopment Area") and consists of nine (9) vacant parcels of land designated therein as disposition Parcel R-5; and

**WHEREAS**, the Developer intends to construct a 26,000 square foot sanctuary with seating capacity for 575 people, and with classrooms, office space, a kitchen area and 72 on-site parking spaces, as more fully described on Exhibit B attached hereto (the "Project"), which Project is consistent with the 47<sup>th</sup> and King Drive Tax Increment Finance Area Plan ("Redevelopment Plan"); and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on November 3, 2004, and published at pages 35080 through 35112 in the Journal of the Proceedings of the City Council of such date, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

**Box 400-CTCC**

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**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 agree 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 Developer, and Developer agrees to purchase the Property from the City, for the sum of Three Hundred Seven Thousand Eight Hundred Eighteen and 00/100 Dollars (\$307,818.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.1.) Except as specifically provided herein to the contrary, Purchaser shall pay all closing costs.

## **SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.**

3.1 Earnest Money. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$16,250.00) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing (as defined in Section 4.4. below).

3.2 Performance Deposit. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$16,250.00), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 9).

3.3 Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

## **SECTION 4. CONVEYANCE OF PROPERTY.**

4.1 Form of Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (a) Redevelopment Plan for the Redevelopment Area;
- (b) standard exceptions in an ALTA title insurance policy;

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(c) general real estate taxes and any special assessments or other taxes which are not yet due and owing;

(d) easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the Developer's intended use of the Property; and

(e) such other title defects as may exist that will not adversely affect the Developer's intended use of the Property.

4.2 Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Chicago Title Insurance Company ("Title Company"), showing the City in title to the Property. The Developer shall be solely responsible for and shall pay all costs associated with updating the title commitment, and obtaining title insurance, extended coverage or any other endorsements it deems necessary.

4.3 Survey. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

4.4 Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 171 North Clark Street, Chicago, Illinois 60601, on November 12, 2004, or on such date and at such place as the parties mutually agree upon in writing; provided, however, notwithstanding the execution of this Agreement, in no event shall the Closing occur (a) unless and until the conditions precedent set forth in Sections 4.5, 4.9 through 4.11, 5, 6.1, 8 and 13 are all satisfied, and (b) any later than January 31, 2005 (the "Outside Closing Date").

4.5 Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project within a reasonable time after the execution of this Agreement, and shall submit to DPD evidence of such application (i.e., an application number) at least thirty (30) days prior to the Closing. The Developer shall also inform DPD in writing of any preliminary meeting dates it has scheduled in connection with the permit application process at least three (3) days prior to such meetings. Notwithstanding Section 4.4 above, if the City determines, in its sole discretion, that the Developer has not been diligently pursuing the application process, the City may delay the Closing until such time as all necessary permits and approvals have been issued. If the Developer is unable to secure all necessary zoning approvals to construct the Project prior to the Closing, the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void.

4.6 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the Closing. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, the Developer may terminate this Agreement by delivery of written notice to the City, in which event the City shall return the Earnest Money and

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Performance Deposit to the Developer and this Agreement shall be null and void. The Developer shall be responsible for all taxes accruing after the Closing.

4.7 Recording Costs. The Developer shall pay to record the Deed, this Agreement and any other documents incident to the conveyance of the Property to the Developer.

4.8 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

4.9 Insurance. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to DPD. For the period commencing on the Closing through the date the City issues a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies. This Section 4.9. shall survive the Closing.

4.10 Legal Opinion. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing a legal opinion in a form reasonably acceptable to DPD.

4.11 Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, a resolution authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request.

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

The total project budget is currently estimated to be Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and the construction of the Project (i.e., a commitment letter from the Developer's lender). If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

## **SECTION 6. SITE PLANS AND ARCHITECTURAL DRAWINGS.**

6.1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plans and architectural drawings prepared by Campbell Tiu Campbell, dated April 21, 2004, which have been approved by DPD and which are listed on Exhibit C attached hereto ("Drawings"). No material deviation from the Drawings may be made without the prior written approval of DPD. If the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

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6.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

6.3 Inspection by the City. After the Closing, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local laws, ordinances, codes and regulations.

6.4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances, codes and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades in such a way as to not interfere with or affect any bus stop or train station in the vicinity of the Property.

6.5 Survival. The provisions of this Section 6 shall survive the Closing.

## **SECTION 7. LIMITED APPLICABILITY.**

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does DPD's approval pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be for the benefit of the Developer and any lienholder authorized by this Agreement only.

## **SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.**

The Closing shall not occur unless and until the Developer is prepared immediately to commence construction of the Project. The Developer shall commence construction of the Project within six (6) months after the Closing, and, except as otherwise provided in this Agreement, shall complete the Project (as evidenced by the issuance of a Certificate of Completion) within eighteen (18) months after the Closing. The Developer shall give written notice to the City within five (5) days after it commences construction. The Project shall be

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constructed in accordance with the Drawings and all applicable federal, state and local laws, ordinances, codes and regulations.

## **SECTION 9. CERTIFICATE OF COMPLETION.**

Upon the completion of the Project in accordance with this Agreement, the Developer shall request from the City a certificate of completion ("Certificate of Completion"). Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

## **SECTION 10. RESTRICTIONS ON USE.**

The Developer agrees that it:

10.1 Shall devote the Property to a use which complies with the Redevelopment Plan until the Redevelopment Plan expires on March 27, 2025.

10.2 Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age or handicap, in the sale, lease, rental, use or occupancy of the Property or the Project, except as permitted under state or federal constitutional law.

The Developer acknowledges and agrees that the use restrictions set forth in the preceding sentences constitute material, bargained for consideration for the City and that, but for such use restrictions, and notwithstanding any uses permitted under any other applicable zoning, the City would not have agreed to convey the Property to the Developer.

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

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. Notwithstanding the foregoing, the Developer may sell, transfer or convey the Property to an affiliated non-profit entity organized for church purposes. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder)

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may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

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

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial acquisition and construction financing approved by DPD pursuant to Section 5 and any refinancing of up to 125% of the original indebtedness.

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

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property approved by DPD pursuant to Section 5 of this Agreement shall not itself be obligated to construct or complete the Project but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 14.

## **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 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) 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 terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 10.1 shall terminate on March 27, 2025; the covenant contained in Section 10.2 shall have no limitation as to time.

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

15.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

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15.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

15.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 15.4 (d), (f) and (i).

15.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement; or

(b) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct; or

(c) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

(d) The Developer abandons or substantially suspends construction of the Project; or

(e) The Developer fails to timely pay real estate taxes or assessments affecting the Property 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

(f) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(g) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Project; or



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(h) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(i) The Developer fails to close by the Outside Closing Date.

15.5 Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit as liquidated damages.

15.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for herein, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting 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. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable, but the City shall be entitled to all other remedies, including, without limitation, specific enforcement of the covenants that run with the land.

15.7 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 15.6, the City shall employ its best efforts to convey the Property (subject to any first mortgage lien) to a qualified and financially responsible party reasonably acceptable to the first mortgagee who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

15.8 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.7, the net proceeds from the sale shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

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- (e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property. In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

15.9 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 the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

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

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, 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 entity 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 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 or successor or on any obligation under the terms of this Agreement.

## **SECTION 17. INDEMNIFICATION.**

The Developer 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, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (c) any misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 18. ENVIRONMENTAL MATTERS.**

18.1 "As Is" Sale. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is."

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## 18.2 Right of Entry.

(a) The Developer shall have the right to request a right of entry for the purpose of investigating the soil and environmental condition of the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The right of entry shall be contingent upon the Developer obtaining all necessary permits for such testing 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 a combined single limit of not less than \$1,000,000.00 per occurrence 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 do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

(b) The Developer shall carefully inspect the Property prior to the commencement of any due diligence activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer 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 Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental or other due diligence testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens. The foregoing indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

(c) The Developer shall deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this

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Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, the Developer shall be deemed satisfied with the condition of the Property

(d) If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing.

(e) The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto.

## SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

19.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Project or occupation of the Property:

(a) Neither the Developer 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 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"), except as permitted under state or federal constitutional law. The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, 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. The Developer 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, the Developer and each Employer, in all solicitations or advertisements for

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employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, 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 hereto.

(d) The Developer, 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) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractor, 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.

(f) Failure to comply with the employment obligations described in this Section 19.1 shall be a basis for the City to pursue remedies under the provisions of Section 15.

## 19.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and 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 Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

(b) The Developer 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

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

(c) "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.

(d) The Developer 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 Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to 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 Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, DPD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer 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 Certificate of Completion.

(g) At the direction of DPD, the Developer 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.

(h) Good faith efforts on the part of the Developer 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 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.

(i) If the City determines that the Developer 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. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for

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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 the Developer and/or the other Employers or employees to prosecution.

(j) 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.

(k) The Developer shall cause or require the provisions of this Section 19.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

19.3 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 construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), 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 19.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses ("MBEs") and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses ("WBEs").

(b) For purposes of this Section 19.3 only:

(i) 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" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise

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certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business 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, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, 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 a WBE as the 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 construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of 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 19.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of 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 construction of 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 the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five business days, 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 construction of the Project.



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(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, 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 Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the construction of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.3, the sufficiency of which shall be approved by the City's monitoring staff. During the construction of the Project, the Developer shall submit the documentation required by this Section 19.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage 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 the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. 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 funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer 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 the Deed shall not be deemed to affect or impair the provisions of this Agreement.

## **SECTION 21. HEADINGS.**

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

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## SECTION 22. 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 23. 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 24. 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) facsimile; (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  
 Chicago, Illinois 60602

With a copy to: City of Chicago  
 Department of Law  
 30 North LaSalle Street, Suite 1610  
 Chicago, Illinois 60602  
 Attn: Real Estate and Land Use Division

If to the Developer: Metropolitan Community Church  
 400 East 41<sup>st</sup> Street, Suite 103  
 Chicago, Illinois 60653  
 Attn: Reverend Leon Perry

With a copy to: Allen Walker  
 Greene & Letts  
 111 West Washington Street, Suite 1650  
 Chicago, Illinois 60602

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile,

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respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. 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.

## **SECTION 25. ORGANIZATION AND AUTHORITY.**

The Developer represents and warrants that it is a duly organized and validly existing not-for-profit corporation under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

## **SECTION 26. REPRESENTATIONS AND WARRANTIES OF THE CITY.**

The City hereby represents and warrants to the Developer that at the time of Closing the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

## **SECTION 27. 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 28. RECORDATION OF AGREEMENT.**

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. Developer shall pay the recording fees.

## **SECTION 29. EXHIBITS.**

All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

## **SECTION 30. COUNTERPARTS.**

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

## **SECTION 31. GOVERNING LAW.**

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

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## SECTION 32. PATRIOT ACT CERTIFICATION.

Neither Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

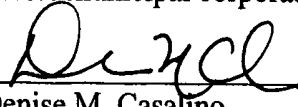
As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

*(Signature Page Follows)*

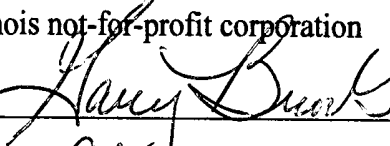
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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on or as of the date first above written.

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

By:   
Denise M. Casalino  
Commissioner of Planning and Development

**METROPOLITAN COMMUNITY CHURCH,** an  
Illinois not-for-profit corporation

By:   
Its: Chairman

Property of Cook County Clerk's Office

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

Lisa Misher  
Assistant Corporation Counsel  
City of Chicago  
30 North LaSalle Street, Suite 1610  
Chicago, Illinois 60602  
(312) 742-3932

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STATE OF ILLINOIS)

) SS.

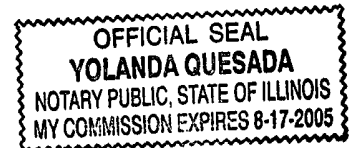
COUNTY OF COOK )

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Denise M Casalino, 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 foregoing 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 19th day of November, 2004.

Yolanda Quesada

NOTARY PUBLIC



STATE OF ILLINOIS)

) SS.

COUNTY OF COOK )

I, DAISY STEWART, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GARY BROOKS, personally known to me to be the Chairman of Metropolitan Community Church, an Illinois not-for-profit 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 I signed and delivered the foregoing instrument pursuant to authority given by said not-for-profit corporation, as A free and voluntary act and as the free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 8 day of November, 2004.

Daisy Stewart  
NOTARY PUBLIC



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

THE NORTH 65 FEET OF LOT 10 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH 32 FEET OF LOT 10 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 50 FEET OF LOT 9 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE SOUTH 50 FEET OF LOT 9 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 8 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

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## PARCEL 6:

LOT 7 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

LOT 6 IN L.W. STONE'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1872 IN BOOK 2 OF PLAT PAGE 83 AS DOCUMENT 56540 IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

LOT 27 IN THE SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTH SIDE RAPID TRANSIT RAILROAD) IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

LOT 26 IN THE SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND SOUTH SIDE RAPID TRANSIT RAILROAD) IN COOK COUNTY, ILLINOIS.

## COMMONLY KNOWN AS:

## PROPERTY INDEX NUMBER:

4600 SOUTH PRAIRIE AVENUE	20-01-321-013-0000
4608 SOUTH PRAIRIE AVENUE	20-01-321-014-0000
4616 SOUTH PRAIRIE AVENUE	20-01-321-019-0000
4628 SOUTH PRAIRIE AVENUE	20-01-321-020-0000
4630 SOUTH PRAIRIE AVENUE	20-01-321-021-0000
4634 SOUTH PRAIRIE AVENUE	20-01-321-034-0000
	20-01-321-035-0000
	20-01-321-036-0000
	20-01-321-037-0000



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## EXHIBIT B

### NARRATIVE DESCRIPTION OF PROJECT

The Developer will construct a 26,000 square foot sanctuary with classrooms, office space, a kitchen area and 72 on-site parking spaces. The sanctuary will have a seating capacity for 575 persons. The exterior will feature face brick and pre-cast concrete at the parapet and base. The interior will feature skylights, vaulted ceilings, a state-of-the-art sound system, and modern computer and telephone lines to accommodate the technology needs of the church.


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## EXHIBIT C

### LIST OF DRAWINGS

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text. The signature consists of a long horizontal line at the top, followed by a series of loops and curves that form a cursive name.

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**INDEX OF DRAWINGS**

for

**METROPOLITAN COMMUNITY CHURCH**

**4610 SOUTH PRAIRIE AVENUE  
CHICAGO, ILLINOIS 60616**

Prepared for:

**METROPOLITAN COMMUNITY CHURCH**

Prepared by:

**CAMPBELL TIU CAMPBELL, INC.  
1326 SOUTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60605**

**ARCHITECTS PROJECT NO. 0110**

December, 2004

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C-3 SITE PLAN  
C-4 CIVIL SITE DETAILS  
C-5 CIVIL SITE DETAILS

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L-2 ENLARGED LANDSCAPE PLANS  
L-3 PLANT LIST AND DETAILS

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A-4 SECOND FLOOR PLAN  
A-5 LOWER LEVEL FLOOR REFLECTED CEILING PLAN  
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A-9 EXTERIOR WALL SECTIONS  
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EM-2	FIRST FLOOR EM LIGHTING PLAN
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