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Ground Lease - For-Sale - Madden Wells Phase 1
Building F-4



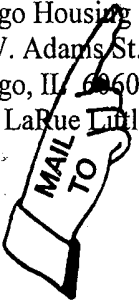
Doc#: 0533402200 Fee: \$146.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2005 01:21 PM Pg: 1 of 62

This instrument was prepared by:

Elvin Charity, Esq.
Charity & Associates
20 N. Clark St., Suite 1150
Chicago, IL 60602

After recording, this instrument
should be returned to:

Chicago Housing Authority
200 W. Adams St., Suite 2100
Chicago, IL 60606
Attn: LaRue Little, Esq.



ND1041385 24 of 78 S881010N MS-72-28 -JL/SW

GROUND LEASE
FOR A PORTION OF
THE ARCHES AT OAKWOOD SHORES DEVELOPMENT
BETWEEN
CHICAGO HOUSING AUTHORITY, a
Illinois municipal corporation, Landlord
AND
GRANITE PARTNERS FOR OAKWOOD BOULEVARD, LLC, an
Illinois limited liability company, Tenant

DATED: as of October 1, 2005

Near North National Title
222 N. LaSalle
Chicago, IL 60601

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GROUND LEASE

This Lease is dated as of October 1, 2005, (the "Commencement Date"), and is between Chicago Housing Authority, an Illinois municipal corporation ("Landlord"), and Granite Partners for Oakwood Boulevard, LLC, an Illinois limited liability company ("Initial Tenant"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Article 2.

PREAMBLE

- A. Landlord is the record owner of the Land (the "Land") described on Exhibit A;
- B. Initial Tenant desires to construct a residential leasehold condominium Building (the "Project") on the Land containing six (6) Units;
- C. The Project is part of a larger development to be known as The Arches at Oakwood Shores Development (collectively, the "Development") and described in that certain Development Agreement for Madden Wells Phase I Homeownership (the "Development Agreement") dated as of October 1, 2005 by and among Landlord, Initial Tenant and Daniel E. Levin and The Habitat Company LLC, an Illinois limited liability company, not personally but, in their official capacity as receiver for the Authority's development of new, non-elderly public housing in the City of Chicago. The Development will be constructed in phases, as described in the Development Agreement;
- D. It is anticipated that, upon completion of the construction thereof, the Units to be constructed on the Land as part of the Project will be sold by Initial Tenant to prospective homebuyers who will own and operate such Units for residential purposes in accordance with all applicable Requirements.
- E. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord on the terms and subject to the conditions herein set forth.

ACCORDINGLY, Landlord and Tenant hereby agree as follows:

ARTICLE 1

PREMISES AND TERM

1.1 Premises; Term. In consideration of the Rent to be paid and the terms, covenants, conditions, agreements and obligations to be performed and observed by Tenant as herein provided, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold for and during a term (the "Term") of ninety-nine (99) years commencing on the Commencement Date and expiring on September 30, 2104 (the "Expiration Date"), unless terminated earlier pursuant to Sections 11.1, 12.1 or 16.2(a) or extended pursuant to Section 1.2. As used herein, the term "Premises" means the Land, together with: (i) Landlord's right, title and interest, if any, in and to all public or private infrastructure improvements which may now or hereafter be located thereon; (ii) all of Landlord's interest in any private easements, rights of way or other improvements appurtenant thereto; (iii) all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging; and (iv) all right, title and interest of Landlord in and to any streets, passages and other rights of way included therein or adjacent thereto, other than such streets, passages and other rights-of-way dedicated to Governmental Authorities (collectively, "Appurtenant Rights"). Tenant acknowledges that, as of the date of this Lease, title to the Land is subject to: (a) the title exceptions listed on Exhibit B attached hereto and made a part hereof

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(collectively, the "Permitted Exceptions"); and (b) any interests or acts of or judgments against Tenant or anyone claiming or acting by, through or under Tenant.

1.2 Landlord's Option to Purchase at Expiration of Term. The Condominium Association shall use reasonable efforts to deliver written notice to CHA, not more than 24 months and not less than 21 months prior to the Expiration Date, of the Expiration Date and the option granted to CHA in this Section 1.2. Failure to deliver such notice in a timely manner shall not, however, cause this Lease to terminate on the Expiration Date. If such notice is not timely delivered, and if CHA does not deliver the Purchase Notice (hereinafter defined) to the Condominium Association on or before the 240th day prior to the Expiration Date, the Expiration Date and certain of the procedural dates specified below shall instead be extended as provided in Section 1.2(d). CHA shall have the option (the "Purchase Option") to purchase all, but not less than all, of the Property for its appraised fair market value (the "Appraised Value") on the terms and conditions hereinafter set forth. If CHA desires to possibly exercise the Purchase Option, CHA shall deliver a written notice of such desire (a "Purchase Option Notice") to the Condominium Association on or before the later of: (i) 18 months prior to the Expiration Date; and (ii) 90 days after receipt of the aforesaid notice from the Condominium Association (CHA may, at any time after the end of the 25th month prior to the Expiration Date, deliver a Purchase Option Notice without having received a notice from the Condominium Association). If CHA delivers the Purchase Option Notice, the Appraised Value shall be determined in accordance with Article 19 unless the Condominium Association, within 60 days after receipt of the Purchase Option Notice, delivers to CHA a certification that a Superminority of Unit Owners have voted to disapprove CHA's purchase of the Property regardless of what the Appraised Value might be (which certification shall include a list of the Unit Owners who have so voted to disapprove CHA's purchase, and their respective percentage interests in the Common Elements). In such event, CHA's Purchase Option shall be null and void and CHA shall take the actions in the last sentence of this Section 1.2(a). Within 90 days after the Appraised Value has been so determined, CHA shall deliver a written notice to the Condominium Association stating whether CHA has elected to proceed with such purchase (a "Purchase Notice"). If CHA fails to give either the Purchase Option Notice or the Purchase Notice contemplated by this Section 1.2(a), CHA shall be deemed to have irrevocably waived the Purchase Option. If CHA timely delivers a Purchase Notice, CHA's purchase of the Property shall be subject to ratification by an affirmative vote of a Supermajority of Unit Owners within 90 days after receipt of CHA's Purchase Notice. If less than a Supermajority of Unit Owners so ratify CHA's purchase of the Property, or if a Superminority of Unit Owners disapproves CHA's purchase, then the Purchase Option and CHA's exercise thereof shall be null and void. If the Purchase Option is so exercised, and the required affirmative vote of a Supermajority of Unit Owners is obtained, CHA's purchase of the Property shall be consummated at a closing or closings to be held with each Unit Owner on such date as CHA and each Unit Owner shall agree, which date shall be no earlier than 90 days and no later than 30 days prior to the Expiration Date. If CHA's purchase of the Property is not so ratified, or is disapproved by a Superminority of Unit Owners, or if CHA waives or is deemed to have waived the Purchase Option, then on the Expiration Date, Landlord shall convey its reversionary interest in the Premises to or as directed by the Condominium Association, by recordable quitclaim deed, free and clear of all liens and encumbrances created by Landlord, and the Condominium Association shall take such actions as may be necessary to perpetuate the existence of the Condominium Association and the Property as condominium property (i.e. a fee simple condominium rather than a leasehold condominium) and preserve the existing legal relationships, ownership rights and security interests of all Unit Owners, Unit Mortgagees and other interested parties.

(a) If CHA's Purchase Option is duly exercised and ratified, the portion of the Appraised Value of the Property to be paid to the owner of each Unit, as the purchase price for such Unit, shall be equal to the Appraised Value of such Unit.

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(b) Each Unit Owner shall be obligated (and the Condominium Declaration shall so provide) to sell such Unit Owner's interest in the Property in accordance with the provisions of this Section 1.2 if CHA's Purchase Option is duly exercised and ratified, and such Unit Owner shall execute and deliver all instruments and perform all acts necessary to effect such sale. Provided that the entire net proceeds of the sale of a Unit (i.e. the proceeds remaining after the payment of customary seller's expenses such as transfer taxes, recording fees, and closing or escrow fees, and net proration credits due to the purchaser) that is then encumbered by a Unit Mortgage (or such portion of such net proceeds as is necessary to pay in full all amounts due under such Unit Mortgage) is paid to the Unit Mortgagee at the closing, the lien of such Unit Mortgage shall automatically be deemed to be released concurrently with the closing. Such Unit Mortgagee shall, nevertheless, execute and deliver appropriate releases in recordable form.

(c) If the third sentence of Section 1.2(a) applies, the Expiration Date shall be extended if, and only if, under the timetable provided in Section 1.2(a), CHA is not required to deliver the Purchase Notice on or before the 240th day prior to the original Expiration Date (CHA is required to deliver the Purchase Notice on or before such 240th day only if the Appraised Value has been determined on or before the 330th day prior to the original Expiration Date) and CHA does not, in fact, deliver the Purchase Notice on or before such 240th day. In such event, and provided that CHA has not waived the Purchase Option in writing, the Expiration Date, and the beginning and ending dates of the period during which the closings must occur, shall each be extended by the number of days, in the period commencing on such 240th day to the day on which CHA delivers the Purchase Notice.

1.3 Addition of Vacated Public Alleys and Rights-of-Way. The parties acknowledge that all vacations and dedications necessary for, or contemplated in connection with, the Project have been completed prior to the execution of this Lease. In the future, land lying within or comprising existing public alleys and rights-of-way adjacent to portions of the Land may be vacated by the City and acquired by Landlord, or dedicated to any Governmental Authority in conjunction with the Project. In each case, with the prior written approval of Tenant and all Leasehold Mortgagees, the foregoing shall automatically, and without the necessity of amending this Lease, be included (or excluded, in the event of any such dedication of a portion of the Land to Governmental Authorities) in the Land. If requested by Landlord or Tenant, the other party shall promptly execute an amendment to this Lease to include a revised legal description for the Premises. No such amendment shall require the approval of, or need be executed by, any Unit Owner or any Unit Mortgagee. Any such vacated land acquired by Landlord shall become part of the common elements only and shall not result in any reallocation of percentage interests or adjustments to voting rights under the Condominium Declaration.

1.4 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, free of all interests of any third parties other than (i) the Permitted Exceptions, and (ii) any interests or acts of or judgments against Tenant or anyone claiming or acting by, through or under Tenant.

ARTICLE 2

DEFINITIONS

The following defined terms are used in this Lease and shall have the following meanings:

2.1 "Additional Rent" shall mean all sums due and payable by Tenant or required to be reimbursed to Landlord under this Lease, other than Ground Rent. "Additional Rent" shall include any interest, penalties or other amounts payable by Tenant to third parties in connection with any of the

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foregoing and, if Landlord has paid any such required amounts on behalf of Tenant, interest payable to Landlord at the Lease Interest Rate. Any Additional Rent payable by the Condominium Association shall be part of the common expenses.

2.2 “Affiliate” shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. “Control” shall be deemed to exist if such person or entity possesses, directly or indirectly, the power to direct the management and policies of such person or entity, whether through the ownership of voting securities, ownership interests, contract rights or otherwise. “Affiliate,” however, shall not include any Leasehold Mortgagee or Unit Mortgagee.

2.3 “Appraised Value” shall mean fair market value as determined in accordance with the provisions of Article 19.

2.4 “Appraisal Review Period” shall have the meaning set forth in Section 19.2(a).

2.5 “Appurtenant Rights” shall have the meaning set forth in Section 1.1.

2.6 “Bankruptcy Proceeding” shall mean any case, action or other proceeding filed or taken under the provisions of any federal, state or other bankruptcy, reorganization, debt arrangement, composition, readjustment, dissolution, liquidation, insolvency law or under any other similar law relating to or affording debtors any protection from creditors.

2.7 “Building” shall mean the six-flat building comprising the Project to be constructed on the Premises in accordance with the Plans and Specifications, together with any Changes and Alterations thereto constructed in accordance with Article 13.

2.8 “Business Day” shall mean a day other than a Saturday, Sunday or national banking holiday.

2.9 “By-Laws” shall have the meaning set forth in Section 5.1.

2.10 “Casualty” shall mean any event or occurrence resulting in loss or damage to any portion of the Property, including but not limited to fire, lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike or civil commotion, collision with aircraft or vehicles, vandalism and malicious mischief, sprinkler leakage, collapse, earthquake, war or public emergency, whether or not covered by insurance and regardless of the identity of the Person or Persons causing or otherwise responsible for the same.

2.11 “CHA” shall mean the Chicago Housing Authority, an Illinois municipal corporation.

2.12 “Changes and Alterations” shall have the meaning set forth in Section 13.1.

2.13 “Claim” or “Claims” shall mean any and all liabilities, obligations, losses, claims, demands, causes of action, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses). “Claim Notice” shall have the meaning set forth in Section 14.2.

2.14 “City” shall mean the City of Chicago, Illinois, a municipal corporation, or any successor or successors to such City having the rights and obligations referred to herein.

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2.15 “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.16 “Commencement Date” shall be the date set forth in the Preamble for the commencement of the Term of this Lease.

2.17 “Common Elements” shall mean those portions of the Property that, following Conversion, do not under the terms and provisions of the Condominium Declaration constitute any part of the Units. “Common Elements” includes any Limited Common Elements.

2.18 “Condemnation Proceeding” shall mean any notice or judicial proceeding filed or issued in connection with the exercise of any power of eminent domain, condemnation or right of taking by any Governmental Authority, and shall include any agreement between Landlord, Tenant and such Governmental Authority in lieu of the filing of or in settlement of any such judicial proceeding, but shall exclude any voluntary dedication.

2.19 “Condominium Act” shall mean the Illinois Condominium Property Act (765 ILCS 605/1 *et seq.*), as such act may be amended from time to time to the extent any such amendment would be binding on the parties hereto.

2.20 “Condominium Association” shall have the meaning set forth in Section 6.1.

2.21 “Condominium Declaration” shall mean the instrument or instruments by which the Project is lawfully subjected to the Condominium Act, as such instrument or instruments may be from time to time amended.

2.22 “Construction Commencement Deadline” shall mean June 30, 2007, which date shall be extended by the period of any Unavoidable Delay.

2.23 “Construction Completion Deadline” shall mean November 31, 2007, which date shall be extended by the period of any Unavoidable Delay.

2.24 “Conversion Date” shall mean the date on which the Property is Converted.

2.25 “Converted” or “Conversion” shall mean the lawful submission of the Property to the Condominium Act.

2.26 “Development” shall mean the development described in the Development Agreement, of which the Project is a part.

2.27 “Development Agreement” shall have the meaning set forth in Paragraph B of the Preamble.

2.28 “Environmental Agreement” shall mean that certain Remediation Agreement, dated October 1, 2005, between CHA and Initial Tenant relating to the Development.

2.29 “Environmental Event” shall mean a disposal, release, threatened release or the presence or management of Hazardous Substances on, over, under, from or affecting the Property or any portion thereof improvements in violation of any Environmental Laws that was caused or permitted by, attributed or related to or otherwise arose or occurred during the use or occupancy of the Property by Tenant or by anyone acting by, through or under Tenant and that requires Remediation.

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2.30 “Environmental Laws” shall mean any and all federal, state and local laws, ordinances, rules and regulations now or at any time hereafter in effect which regulate, relate to or impose liability or standards of conduct concerning the generation, disposal, release, threatened release or the presence or management of any Hazardous Substance, and which directly or indirectly affect the use or occupancy of the Property by Tenant, any Unit Owner, or anyone claiming by, through or under either of them, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), and the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.), as any of the foregoing may be amended from time to time or any future replacements of any of the foregoing.

2.31 “Event of Default” shall have the meaning set forth in Section 16.1.

2.32 “Excluded Environmental Condition” shall mean: (i) all Pre-Existing Environmental Conditions except to the extent any such Pre-Existing Environmental Condition is exacerbated by the actions or conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants or invitees; (ii) any environmental conditions in any public streets or rights of way in or adjacent to any portion of the Premises except to the extent such environmental conditions in such public streets or rights of way are caused or exacerbated by the actions or conduct of Tenant and/or its agents, contractors, subcontractors, employees, tenants or invitees; (iii) any migration of Hazardous Materials to the Premises from another site or location not within the Premises after the date of this Lease; (iv) any environmental condition at any off-site disposal facility attributable to the Hazardous Materials removed from the Premises pursuant to the Environmental Agreement and for which the CHA and/or the City of Chicago is the generator pursuant to the Environmental Agreement; and (v) any environmental condition caused by CHA or its agents or contractors.

2.33 “Exculpated Parties” shall have the meaning set forth in Section 22.4.

2.34 “Expiration Date” shall have the meaning set forth in Section 1.1.

2.35 “First Notice” shall have the meaning set forth in Section 19.1(b).

2.36 “501(c)(3) Entity” shall have the meaning set forth in Section 19.4.

2.37 “Full Restoration” shall mean any and all work necessary to repair any damage to the Property as nearly as possible to the same condition and character as existed immediately prior to any loss due to Casualty or any taking in any Condemnation Proceeding, as the case may be, lien-free and ready for use.

2.38 “Governmental Authority” shall mean any federal, state and local governmental or quasi-governmental body (including their respective departments and bureaus), now existing or hereafter created, having jurisdiction at any time or from time to time during the Term over the Property or any portion thereof.

2.39 “Ground Rent” shall have the meaning set forth in Section 3.1.

2.40 “Hazardous Condition” shall have the meaning given in the Environmental Agreement.

2.41 “Hazardous Substances” shall mean and include (a) any friable asbestos or asbestos-containing material, polychlorinated biphenyls, dioxins or urea formaldehyde foam insulation; (b) any petroleum or petroleum-derived products; (c) any lead-based paint; (d) any waste, substance, material,

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pollutant or contaminant defined as hazardous or toxic in (or for purposes of) any Environmental Law, and (e) any waste substance, material, pollutant or contaminant, the presence, disposal, release or threatened release of which on, onto or from the Property (or any other property), is or would constitute an Environmental Event or is prohibited or restricted by any applicable Environmental Law.

2.42 **"Housing Act"** shall mean U.S. Housing Act of 1937, as amended.

2.43 **"HUD"** shall mean the United States Department of Housing and Urban Development, or any successor thereto.

2.44 **"Improvements"** shall mean and include: (i) the Building or Buildings to be constructed as a part of the Project and (ii) all other improvements appurtenant thereto or required in connection therewith, including without limitation all driveways, parking facilities, landscaped areas and other facilities or amenities located on the Premises, together with any renewals or replacements thereof, additions thereto and substitutions therefor; and (iii) all Changes and Alterations.

2.45 **"Indemnitee"** shall have the meaning set forth in Section 14.3.

2.46 **"Indemnitor"** shall have the meaning set forth in Section 14.3.

2.47 **"Initial Sale"** shall mean the initial sale of any Unit to any purchaser thereof who is not Tenant.

2.48 **"Initial Tenant"** shall mean Granite Partners for Oakwood Boulevard, LLC, an Illinois limited liability company, and any permitted assignee of Initial Tenant to which Initial Tenant's interest in this Lease is assigned.

2.49 **"Land"** shall have the meaning set forth in Section 1.1.

2.50 **"Landlord"** shall include CHA and each and every permitted successor in interest to Landlord's Estate.

2.51 **"Landlord's Estate"** shall mean Landlord's fee simple right, title and interest in the Premises (which is subject to the Tenant's Leasehold Estate), and which includes Landlord's reversionary interest or estate in or title to the Premises. "Landlord's Estate" does not include any interest of Landlord in the Buildings or other Improvements.

2.52 **"Lease"** shall mean this instrument, as the same may hereafter be supplemented or amended.

2.53 **"Lease Interest Rate"** shall mean a floating interest rate equal to (i) 3% plus the rate announced from time to time by J.P. Morgan, Chase, N.A., Chicago Branch (or any successor thereto), as its "corporate base rate," "prime rate," "reference rate" or other similar rate and in effect on the date interest first begins to accrue with respect to any sum that becomes payable pursuant to any provision or provisions of this Lease, or (ii) in the event such bank has ceased announcing any such rate, then such rate as may be announced by the Chicago branch of such other national bank as Landlord shall reasonably designate as its "prime rate" "reference rate" or other similar rate, plus 3%, or (iii) if Landlord fails to designate another bank, then the rate of interest on 90-day Treasury Bills issued by the United States government having an issue date as near as may be practicable to and preceding such date plus 6%. If the Lease Interest Rate as so determined shall exceed the maximum rate allowed by law, then the "Lease Interest Rate" shall mean the maximum contract rate permitted by law at such time. The Lease Interest

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Rate shall change concurrently with each announced change in such “corporate base rate,” “prime rate,” “reference rate” or other similar rate, or Treasury Bill rate.

2.54 **“Leasehold Mortgage”** shall have the meaning set forth in Section 10.2(a).

2.55 **“Leasehold Mortgagee”** shall mean the then holder or holders of any note or other documents evidencing the debt and other obligations secured by a Leasehold Mortgage.

2.56 **“Limited Common Elements”** shall mean those portions of the Common Elements, if any, that are designated as limited common elements in the Condominium Declaration.

2.57 **“Loan Disbursement”** shall have the meaning set forth in Section 10.2(d).

2.58 **“Major Change”** is a capital improvement involving, as to any parcel of real estate constituting the Land, an estimated cost of more than \$500,000, and shall include additional buildings and additions, alterations, renovations, restorations, replacements or rebuildings, whether or not required to be made in connection with a Restoration under Article 12 as a result of damage or destruction, or under Article 11 as a result of a taking by condemnation or eminent domain.

2.59 **“Mortgage”** shall mean any instrument in the nature of a mortgage, collateral assignment of beneficial interest, security agreement or similar instrument creating a lien or security interest on the Property or any portion thereof (including any Unit) as security for any debt or giving rise (absent a waiver) to a right of redemption of any interest identified under this Lease, and any supplement thereto or any renewal, modification, consolidation, replacement or extension thereof.

2.60 **“Net Insurance Proceeds”** shall mean all insurance proceeds received by Landlord or Tenant on account of any damage to or destruction of the improvements during the Term, less the actual costs, expenses and fees, if any, incurred in connection with the adjustment of the loss.

2.61 **“NFR Letter”** shall mean a “No Further Remediation” letter issued by the Illinois Environmental Protection Agency pursuant to the Site Remediation Program, 415 ILCS 5/58 et. seq., as amended from time to time, with respect to any portion of the Property.

2.62 **“Partial Restoration”** shall mean a Restoration that is less than a Full Restoration. A Partial Restoration may be applicable when the sum of the Net Insurance Proceeds plus the Deductible plus all other monies provided by any Person for such Restoration are insufficient to accomplish a Full Restoration. Examples of Partial Restorations include: (1) if a six-flat is destroyed, building a three-flat or townhomes on the lot; (2) if the top Unit in a three-flat is destroyed, making the Building into a two-flat; and (3) if an end townhome unit is destroyed, not re-building that Unit and making the adjoining Unit into an end Unit.

2.63 **“Permitted Exceptions”** shall have the meaning set forth in Section 1.1. “Permitted Exceptions” shall also include the easements and licenses, if any, hereafter granted or consented to by Landlord in accordance with Section 5.3.

2.64 **“Person”** shall mean any natural person or legal entity.

2.65 **“Planned Development Ordinance”** shall mean that certain Planned Development Ordinance No. 840 adopted by the City Council of the City on September 4, 2004 and published in the

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Journal of Proceedings of the City of Chicago, Illinois as Document No. SO2002-2761, as the same may be amended from time to time hereafter.

2.66 “Plans and Specifications” shall mean the plans and specifications for the Building and other Improvements comprising the Project and the Development, which satisfy all applicable Requirements and have been approved by Landlord, the Receiver and HUD and are described on Exhibit C attached hereto and made a part hereof, as such plans and specifications are amended from time to time with the written consent of Landlord.

2.67 “Potential Claim” shall have the meaning set forth in Section 14.2.

2.68 “Pre-Existing Environmental Condition” shall mean any Hazardous Condition present on, under or about the Land on the date of execution of the Environmental Agreement, whether known or unknown.

2.69 “Premises” shall mean the Land and Appurtenant Rights as described in Section 1.1.

2.70 “Proceeds Trustee” shall mean, whenever any funds are to be paid to or deposited with a Proceeds Trustee pursuant to Articles 11 or 12: (a) prior to Conversion of the Property, the Leasehold Mortgagee, if and to the extent required by any Leasehold Mortgage; or (b) following the Conversion of the Property, the person determined in accordance with the Condominium Act and the Condominium Declaration.

2.71 “Project” shall have the meaning set forth in Paragraph B of the Preamble.

2.72 “Property” shall mean the Premises and the Improvements.

2.73 “Protected Persons” shall mean any or all of Landlord’s (which term, for purposes of this definition, shall include the Receiver) or Tenant’s, as the context so requires, respective members, managers, partners, officers, directors, shareholders, employees, advisors, attorneys, consultants and Affiliates, and, with respect to Landlord (or the Receiver), shall include Landlord’s (and the Receiver’s) officials and Board members, and, with respect to Tenant only, shall include also the Condominium Association and the Unit Owners and, as the context so requires, the Condominium Association’s respective managers, officers, directors, members, employees, advisors, attorneys, consultants and Affiliates.

2.74 “Public Improvements” shall mean any and all water, sanitary sewer or storm water trunk lines, mains and laterals and other improvements dedicated to and accepted by the City or another Governmental Authority.

2.75 “Purchase Notice” shall have the meaning set forth in Section 1.2(a).

2.76 “Purchase Option” shall have the meaning set forth in Section 1.2(a).

2.77 “Purchase Option Notice” shall have the meaning set forth in Section 1.2(a).

2.78 “Receiver” shall mean The Habitat Company, LLC and Daniel E. Levin, jointly, solely in their capacity as court-appointed receiver in *Gautreaux v. CHA et al.*, Case Nos. 66 C 1459 and 1460 (Note: *Gautreaux v. CHA et al.*, No. 66 C 1460, and the consent decree thereunder was terminated in 1997).

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2.79 **“Remediation”** shall mean the cleanup activity or other remedial action required by any Environmental Law or any NFR Letter, or by any Governmental Authority under any Environmental Law.

2.80 **“Rent”** shall mean and include all Ground Rent and all Additional Rent payable by Tenant under this Lease.

2.81 **“Requirements”** means (a) all applicable existing and future statutes, laws, ordinances, building codes, regulations, orders, writs, judgments, injunctions, decrees or awards of the United States or any state, county, municipality or other governmental agency, including, without limitation, the Planned Development; (b) all restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Property, including those pertaining to the construction, sale, leasing or financing of the Improvements; and (c) all recorded covenants and restrictions affecting the Property.

2.82 **“Restoration”** shall mean a Full Restoration or Partial Restoration, as applicable.

2.83 **“Substantially Commenced” or “Substantially Commence”** shall mean, with respect to any Building to be constructed, that the footings and foundation walls of such Building have been completed (including all necessary excavation work).

2.84 **“Substantially Complete”** shall mean, with respect to Units in any Building, that the construction of such Units, the Building, and the other Improvements and any Public Improvements serving such Building, is sufficiently complete such that the Units in such Building (a) are ready for closings on an Initial Sale or would be so ready within thirty (30) days after the execution of a contract for an Initial Sale but Tenant has elected not to complete such Unit prior to the execution and delivery of such a contract for the purchase and sale of such Unit, or (b) are ready for occupancy, as evidenced by the issuance by the City of partial certificates of occupancy, or if the City is not then issuing partial certificates of occupancy for separate Units within such Building, Tenant or any other Unit Owner, occupant or tenant of such Building of the Project is in actual occupancy or could be in actual occupancy of such Units, in either case irrespective of whether any minor or weather-dependent portions or so-called “punch list items” remain unfinished or subject to correction or completion.

2.85 **“Supermajority of Unit Owners”** shall mean Unit Owners owning not less than seventy-five percent (75%) of the total undivided percentage interests in the Common Elements of a Building that has been Converted in accordance with the Condominium Act.

2.86 **“Superminority of Unit Owners”** shall mean Unit Owners owning more than twenty-five percent (25%) of the total undivided percentage interests in the Common Elements of a Building that has been Converted in accordance with the Condominium Act.

2.87 **“Taxes”** shall mean any and all taxes, assessments, water and sewer rates and charges imposed by any Governmental Authority (other than CHA or HUD) on or which become a lien on the Property or any portion thereof or any interest therein, and all occupancy taxes, leasing taxes, rent taxes or similar taxes (whether or not imposed on or measured by all or any portion of the Rent paid or payable by Tenant), or on any payments to Landlord with respect thereto, and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever including, but not limited to, assessments on the Landlord’s Estate, and assessments for public improvements or benefits, as well as any and all of the foregoing imposed on Landlord that are, in whole or in part, in substitution for or in lieu of any of the foregoing.

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2.88 **“Tenant”** shall mean, (a) prior to Conversion of the Property, the Initial Tenant, and any assignee or transferee of Initial Tenant’s interest under this Lease permitted pursuant to Article 6 and Section 10.1; and (b) following Conversion of the Property, the Condominium Association, acting on behalf of all Unit Owners, as described in Section 6.5.

2.89 **“Tenant’s Leasehold Estate”** shall mean the leasehold estate created by this Lease.

2.90 **“Term”** shall have the meaning set forth in Section 1.1.

2.91 **“Termination Date”** shall mean any date prior to the Expiration Date on which this Lease is terminated pursuant to Sections 11.1, 12.2 or 16.2.

2.92 **“Termination Notice”** shall have the meaning set forth in Section 12.2(a).

2.93 **“Third Appraiser”** shall have the meaning set forth in Section 19.2(a).

2.94 **“Third Party Arbitration Service”** shall have the meaning set forth in Section 18.1(b).

2.95 **“TIF Redevelopment Agreement”** shall mean that certain The Arches of Oakwood Shores Transformation Project Redevelopment Agreement, dated as of October 1, 2005, between Initial Tenant and the City relating to the Development.

2.96 **“Turn-Over Date”** shall mean the date on which the election of the first Unit Owner Board of Managers of the Condominium Association occurs pursuant to the Condominium Act.

2.97 **“Unavoidable Delays”** shall mean delays due to strikes, lockouts, acts of God, inability to obtain materials or commercially reasonable substitutes for such materials, governmental restrictions, enemy action, prohibition of access to the Property, civil commotion, fire, extreme weather conditions, unavoidable casualty or similar causes, provided such similar causes are beyond the reasonable control of Tenant or Landlord, as the case may be, and with respect to Tenant shall also include any delay arising out of: (a) Landlord’s failure to take any action required by the terms of this Lease to be taken by Landlord within the time period or periods specified hereunder for such action; (b) the failure of the City to timely complete the Public Improvements necessary for the Tenant to construct the Buildings; (c) unforeseen soil conditions, such as underground storage tanks and building foundations, and (d) delays caused by CHA or the Receiver affecting the construction of the Project.

2.98 **“Unit Lease Assignment”** shall have the meaning set forth in Section 6.3(a)

2.99 **“Unit Mortgage”** shall have the meaning set forth in Section 6.4(a).

2.100 **“Unit Mortgagee”** shall mean the then holder or holders of any note or other documents evidencing the debt and other obligations secured by a Unit Mortgage.

2.101 **“Unit Owner”** shall mean the then owner or owners of a Unit, and shall include the Initial Tenant with respect to any Units owned by the Initial Tenant.

2.102 **“Units”** shall mean a portion of a Building that has independent living facilities, including areas for sleeping, cooking and sanitation and that is designed for residential occupancy by a single household and, with respect to those portions of the Property that have been Converted, the Units

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as described and delineated in the Condominium Declaration, including such residential Unit's undivided interest in the common elements and all limited common elements appurtenant to such Unit, if any.

The words "herein," "hereof" or "hereunder" and words of similar import refer to provisions contained in this Lease as a whole and not to any particular section or subdivision thereof. All exhibits and attachments referred to in the text of this Lease and attached hereto are incorporated into this Lease.

ARTICLE 3

RENT PAYMENTS

3.1 Ground Rent. The full ground rent ("Ground Rent") due and owing from Tenant to Landlord for the Term of this Lease is \$99.00, which has been pre-paid in full concurrently with the execution of this Lease.

3.2 Other Costs, Expenses and Obligations; Net Lease. The Ground Rent is intended to be net to Landlord for the Term of this Lease, except as provided in Section 4.2. Accordingly, Tenant shall be responsible for the payment of all costs and expenses and the performance of all obligations of every kind relating to the Property and Landlord's Estate that may arise or accrue during the Term, including but not limited to any and all Taxes, but not including the obligations of CHA under the Environmental Agreement or under applicable law with respect to any Excluded Environmental Condition. All of such costs, expenses and obligations payable or performable by the Condominium Association shall be part of the common expenses. In addition, except as provided in the Environmental Agreement, Initial Tenant shall be responsible, at its sole cost and expense, for the procurement of any and all necessary permits, licenses or other authorizations from Governmental Authorities and private utilities as may be required for the lawful and proper construction and occupancy of the Property and its Conversion. The Condominium Association shall be responsible, at its sole expense, and as part of the common expenses, for the procurement of such permits, licenses or other authorizations as may be required for the occupancy, use and operation of the Property following Conversion.

ARTICLE 4

TAXES

4.1 Responsibility for Payment of Taxes.

(a) All Taxes, other than Taxes assessed against any Unit pursuant to a separate bill, shall be paid as part of the Additional Rent payable hereunder and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof: (i) by Initial Tenant prior to Conversion of the Property; and (ii) by the Condominium Association (or the Initial Tenant to the extent required by the Condominium Act) following Conversion of the Property. Any Taxes payable by the Condominium Association shall be part of the common expenses (except to the extent that the Initial Tenant is required to pay such Taxes pursuant to the Condominium Act).

(b) From and after the date of the issuance of separate bills for Taxes assessed against a Unit, the Unit Owner of such Unit shall pay all Taxes allocable to such Unit Owner's Unit that are separately billed.

(c) Notwithstanding anything contained in Sections 4.1(a) or 4.1(b), if any Taxes relate to a fiscal period of the taxing authority with respect to which is partially included within the Term, the amount of such Taxes shall be adjusted as between Landlord and Tenant so that

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Landlord pays that portion of such Taxes that are allocated to the part of such fiscal period included in the period of time after the Expiration Date or prior to the Commencement Date, as the case may be, and Tenant pays the remainder of such Taxes.

(d) If, by law, any Taxes are payable, or may at the option of the taxpayer be paid, in installments, the party obligated for the payment of such Taxes under this Section 4.1 may elect to pay the same, together with any accrued interest payable on the unpaid balance of such Taxes, in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest. Such party's obligation to make such payments shall survive the expiration or termination of this Lease.

4.2 Landlord's Taxes. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax imposed on Landlord, or any income, excess profits or revenue tax imposed on Landlord, except that Tenant shall pay (a) any such tax which is, in whole or in part in substitution for or in lieu of any other taxes which Tenant is obligated to pay under Section 4.1, and (b) any rent tax described in Section 4.7 which is not, in whole or in part, in substitution for or in lieu of any tax which Landlord is obligated to pay pursuant to this Section 4.2.

4.3 Proof of Payment. Initial Tenant and the Condominium Association, as the case may be, shall deliver to Landlord, promptly upon request, reasonable proof of the payment of Taxes that are obligated to be paid by such Person pursuant to this Lease.

4.4 Notices of Taxes. Landlord shall send to Initial Tenant or to the Condominium Association, as appropriate, within 30 days after Landlord's receipt thereof, copies of any notices of Taxes (and notices of assessment and any other information concerning Taxes) received by Landlord from any Governmental Authority; provided, however, that Landlord's failure to send any such notice to Initial Tenant or the Condominium Association shall not relieve Tenant from any obligation hereunder if Tenant has actual notice of such Taxes or if Tenant is not materially damaged or prejudiced by such failure.

4.5 Contesting Taxes.

(a) Each party obligated to pay any Taxes pursuant to this Article 4 shall have the right to contest the amount or validity of any Taxes payable by such party, by appropriate legal proceedings. This right shall not be deemed or construed in any way to relieve, modify or extend the obligation to pay any Taxes at the time and in the manner provided in this Article 4.

(b) Initial Tenant or the Condominium Association, as the case may be, shall promptly notify Landlord of its intent to contest any Taxes. If necessary and requested in writing to do so, Landlord shall join in any proceeding therefor, in which event the requesting party shall reimburse Landlord for all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith.

4.6 Tax Parcel Divisions. Initial Tenant shall file any necessary petitions, applications or other instruments with the appropriate Governmental Authority to obtain separate tax parcel permanent index numbers for each lot comprising the Land (and separate tax parcel permanent index numbers for Landlord's Estate in those lots and for the Leasehold Estate in those lots, if applicable) and, upon the recording of the Condominium Declaration, for each Unit. Landlord shall, at Tenant's sole expense, cooperate in good faith in such actions. Tenant shall make available to Landlord, at Tenant's sole expense, copies of any surveys and plats prepared in connection with any such filing. Landlord and Initial

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Tenant acknowledge that portions of the Land are or may be included in tax parcels ("Shared Tax Parcels") that include land owned by Landlord other than the Land ("Other Land"). The parties have heretofore caused to be recorded plats of subdivision, the result of which will be the assignment of new, separate tax parcel designations for each new subdivided lot, but excluding the Other Land. Until such tax parcel redesignation occurs, Landlord agrees to pay or cause to be paid when due, all property taxes assessed against the Other Land, and Initial Tenant agrees to pay or cause to be paid, when due (or, of paid by Landlord, to reimburse Landlord upon demand for) any property taxes attributable to the Land, or any portion thereof, and any Improvements thereon that are taxed as part of a Shared Tax Parcel, if any. Landlord or Tenant may, if either shall so desire, contest the validity or amount of any such taxes, in whole or in part, by an appropriate proceeding diligently conducted in good faith. Any such contest shall be in accordance with Section 4.5. Tenant shall promptly forward to Landlord copies of any property tax bills it receives covering the Other Land.

4.7 Rent Tax. If, at any time during the Term of this Lease, a tax or excise on rents or other tax, however described, is levied or assessed by any Governmental Authority against Landlord or upon the receipt of rent such as the Ground Rent and/or the Additional Rent, Initial Tenant or the Condominium Association, as applicable, shall pay and discharge such tax or excise on rents or other tax but only (a) to the extent of the amount thereof which is lawfully assessed or imposed upon Landlord and that was so assessed or imposed as a direct result of (i) Landlord's ownership of the Premises, (ii) this Lease, or (iii) the Rent payable under this Lease, and (b) if such tax is not a tax required to be paid by Landlord under Section 4.2 or Section 4.4. The payment to be made by Initial Tenant or the Condominium Association, as the case may be, pursuant to this Section 4.7 shall be made before any fine, penalty, interest or costs may be added thereto for the non-payment thereof, and Initial Tenant or the Condominium Association, as applicable, shall furnish to Landlord reasonable evidence of such payment promptly upon request. Such tax or excise on rents or other tax referred to in this Section 4.7 shall be Additional Rent.

ARTICLE 5

CONSTRUCTION OF THE PROJECT

5.1 Construction of the Project. Initial Tenant is obligated to construct the Project on the Premises in accordance with various agreements entered into between Initial Tenant and Landlord (and/or the Receiver). Initial Tenant shall Substantially Complete the construction of the Project prior to the Construction Completion Deadline. The recording of a certificate of completion executed by Landlord and the Receiver with respect to the Project, or any Building or Units therein, shall be conclusive evidence that the Project, or such Building or Units, has been constructed in accordance with all such agreements. Landlord agrees to, within fifteen (15) business days after receipt of a written request therefor (which notice shall be accompanied by a final certificate of occupancy for a Building located thereon or, with respect to Units, a partial certificate of occupancy for such Units): (a) execute a certificate of completion on Landlord's (but not the Receiver's) behalf with respect to Building or Units; or (b) state in writing Landlord's reasons for refusing to issue such certificate. Notwithstanding the foregoing, the Initial Tenant may close Initial Sales and convey title to Units in connection with such Initial Sales when such Units are Substantially Complete.

5.2 Title to Buildings and Improvements. At all times during the Term of this Lease, the Buildings and all other Improvements (exclusive of any Public Improvements), shall, whether or not affixed to the Land, be the property of Initial Tenant, the Unit Owners or the Condominium Association as to their respective interests in the Property or portion thereof, as may be applicable from time to time, subject always to the terms of this Lease. Notwithstanding the foregoing, if, and only if, this Lease is terminated pursuant to Sections 11.1, 12.2 or 16.2(a) prior to the Expiration Date, or if Landlord

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purchases the Property in accordance with Section 1.2, then title to the Buildings and all other Improvements shall automatically vest in Landlord from and after such date without any act or the recording of any instrument on the part of Landlord or Tenant.

5.3 Utility Easements. The parties acknowledge that it may become necessary or desirable to grant easements and/or licenses over, under, upon and across the Land for the provision of gas, electricity, telephone service, cable television, Internet access, water, sewer, and other utilities to serve the Property, or for purposes other than to provide utility services. All such easements and licenses shall be subject to the prior written consent of Landlord, which shall not be unreasonably withheld or delayed if for utility services (Landlord's consent to easements or licenses for other purposes may be withheld, granted or conditioned in Landlord's sole and absolute discretion). If required, Landlord shall grant or join with Tenant in the grant of such easements and licenses, so as to subject Landlord's fee simple interest in the Land to such easements and licenses. All costs in connection with such easements and licenses shall be borne by Tenant.

ARTICLE 6

DEVELOPMENT OF THE PREMISES AS A RESIDENTIAL CONDOMINIUM DEVELOPMENT

6.1 Condominium Declaration. Prior to the conveyance of any Unit, Initial Tenant shall execute, acknowledge and record in the Office of the Recorder of Cook County, Illinois, a Condominium Declaration, shall cause the incorporation and organization of an Illinois not-for-profit corporation to act as the Unit Owners' association in accordance with the Condominium Declaration and the Condominium Act ("Condominium Association") and shall cause the Condominium Association to adopt by-laws ("By-Laws"), in each case in full compliance with the provisions and requirements of the Condominium Act. Landlord agrees, at Tenant's sole expense, to execute and deliver any and all documents required of Landlord in order to: (i) submit the Property to the Condominium Act as a leasehold condominium; (ii) create the Condominium Association; and (iii) construct the Project as a mixed-income residential condominium development with other such uses as shall be permitted by the Planned Development Ordinance. The Condominium Declaration shall be subject to Landlord's prior written consent and shall provide, among other things, that:

- (a) all Rent due to Landlord under this Lease shall be part of the common expenses;
- (b) the Condominium Association shall assess and collect from all Unit Owners, as part of the common expenses, all amounts that may become payable as Rent under this Lease;
- (c) the Condominium Association shall enforce, for the benefit of Landlord, any provisions of this Lease and the Condominium Declaration that require actions by Unit Owners;
- (d) by joining in the execution of the Condominium Declaration, as ground lessor, Landlord does not assume any of the obligations or liabilities of the developer under the Condominium Declaration or the Condominium Act;
- (e) notwithstanding the Unit Lease Assignments, in any action to enforce the obligations of Tenant following Conversion of the Property, Landlord need only name the Condominium Association as defendant and Landlord need not name any Unit Owner as a defendant in such action;

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(f) the Condominium Declaration may not be amended (except to make technical corrections and for add-on amendments) without Landlord's prior written consent, except to the extent expressly therein provided, and any amendment to the Condominium Declaration that requires such consent that is recorded without such consent or the deemed consent of Landlord as hereinafter provided shall be null and void and of no force or effect; Landlord shall be given not less than thirty (30) days prior written notice of any proposed amendment; Landlord shall not unreasonably withhold, condition or delay its consent to any proposed amendment that does not materially adversely affects the rights, powers, privileges or interest of Landlord. Landlord may, in Landlord's sole and absolute discretion, withhold, grant or condition its consent to any proposed amendment that adversely affects its rights, powers, privileges or interest; provided that if Landlord fails to respond in writing to a request for approval of any such amendment within such thirty (30) day period, Landlord's consent thereto shall be deemed to be given if such request includes a notice to Landlord of such deemed consent if Landlord fails to respond within such thirty (30) day period; and

(g) the foregoing provisions (among others in the Condominium Declaration) are expressly for the benefit of Landlord.

6.2 Covenants of Condominium Association. The obligations of Tenant under this Lease shall be covenants running with the land (i.e. the Tenant's Leasehold Estate), and shall be binding upon Initial Tenant (and any successor to the Tenant's Leasehold Estate in the Property or any portion thereof) and the Condominium Association (acting on behalf of all Unit Owners) with respect to the Converted Property.

(a) Unless Landlord otherwise agrees in writing, the Condominium Association shall at all times conduct its business in accordance with the requirements of the Condominium Act, the Condominium Declaration and the By-Laws; and

(b) Landlord shall be third-party beneficiaries of all of the terms and provisions of the Condominium Declaration which expressly benefit Landlord or which require the Condominium Association or the Unit Owners to perform any obligations thereunder for the benefit of Landlord, or to perform any obligations of Tenant under this Lease.

6.3 Assignment of Undivided Interests in this Lease to Unit Owners and to the Condominium Association; Release of Initial Tenant.

(a) As part of the closing of each Initial Sale of each Unit following Conversion of the Property, the instrument of conveyance of such Unit to the purchaser of such Unit shall be deemed to include (even though the same is not expressly mentioned or described therein) an assignment (a "Unit Lease Assignment") by Initial Tenant to such purchaser of an undivided interest in Tenant's Leasehold Estate in the Converted Property. Notwithstanding anything to the contrary contained in this Lease: (i) no purchaser of a Unit shall be deemed, by virtue of such Unit Lease Assignment, to have assumed any obligation of Initial Tenant under this Lease: (y) with respect to the construction of the Project; or (z) with respect to the obligations under the Environmental Agreement; and (ii) no purchaser of a Unit shall be obligated to perform any obligation of Tenant under this Lease, all of the obligations under this Lease are assumed and are to be performed by the Condominium Association on behalf of all Unit Owners (however, each Unit Owner shall be obligated, in common with all of the other Unit Owners, to pay assessments for all common expenses). Each subsequent instrument of conveyance of such Unit shall be deemed to include a Unit Lease Assignment to the grantee (even though the same is not expressly

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mentioned or described therein), and the acceptance of such instrument by the grantee shall be deemed to be a non-recourse assumption of such Unit Lease Assignment by such grantee.

(b) Upon the execution and delivery by Initial Tenant, and acceptance by the purchaser, of the instrument of conveyance to a Unit in accordance with this Section 6.3, Initial Tenant shall be automatically released from its obligations under this Lease with respect to that Unit, other than those obligations arising or relating to the period prior to the date of such transfer. Immediately following the Initial Sale of the last Unit in the Project, Initial Tenant shall, except as provided in Section 6.3(c), be completely released from all obligations under this Lease, which obligations shall then be those of the Unit Owners and/or the Condominium Association, as provided in this Article VI.

(c) Nothing contained in this Section 6.3 shall relieve: (i) Initial Tenant or any other owner of a Unit that has not yet been the subject of an Initial Sale from complying with its pre-closing obligations as a Unit Owner or under a contract for the Initial Sale of such Unit or for pre-closing obligations as a Unit Owner; or (ii) Initial Tenant from performing: (x) any post-closing obligations under any contract for any previously closed Initial Sale; (y) any then remaining obligations as a developer under the Condominium Act; or (z) any obligations with respect to the construction of the Project or under the Environmental Agreement.

6.4 Rights of a Unit Owner to Assign, Mortgage and Transfer a Unit.

(a) At all times, a Unit Owner shall have the right, without the consent of Landlord or Tenant, but subject to the terms and conditions of the Condominium Declaration and the By-Laws, to sell, lease or mortgage such Unit Owner's Unit pursuant to a Mortgage (any Mortgage on a Unit, and any amendment thereto or any modification renewal, replacement or extension thereof, being referred to herein as a "Unit Mortgage"). No Unit Mortgage shall encumber any portion of Landlord's Estate.

(b) A Unit Mortgage shall not operate to assign or transfer, other than as collateral security, the Unit Owner's undivided interest in Tenant's Leasehold Estate to the Unit Mortgagee, nor shall any Unit Mortgagee, as such, be deemed an assignee or transferee of such undivided interest so as to require the Unit Mortgagee, as such, to assume the performance of any obligation of the Unit Owner hereunder. In addition, the consent of Landlord shall not be required for any sale of a Unit Owner's undivided interest in and to Tenant's Leasehold Estate in any proceedings for the foreclosure of any Unit Mortgage, or the assignment or transfer of the Unit in lieu of the foreclosure of any such Unit Mortgage. However, any purchaser at a foreclosure sale and assignee or transferee in lieu of the foreclosure of a Unit Mortgage shall have all of the rights and obligations of the Unit Owner of such Unit for so long as such purchaser, assignee or transferee remains the owner of such Unit. For purposes of this Section 6.4(b), the purchaser, assignee or transferee shall be deemed to become the owner upon the earlier to occur of: (i) the entry of an order confirming the sale of the Unit pursuant to a judgment of foreclosure and the expiration of all applicable redemption and reinstatement periods; (ii) the issuance of an order placing the Unit Mortgagee or its designee in possession; (iii) the issuance of an order appointing a receiver with respect to such Unit; and (iv) the voluntary transfer of the Unit by the Unit Owner to the Unit Mortgagee or its designee by a deed or other transfer in lieu of foreclosure.

6.5 Condominium Association Representative of Unit Owners; Obligations of Tenant.

The Condominium Association shall be the representative of the Unit Owners in all matters regarding this Lease. From and after the Conversion Date, the Condominium Association shall have rights and obligations of Tenant under this Lease with respect to the Converted Property, and the Condominium

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Association shall perform or cause such obligations to be performed. Neither the Condominium Association, nor the Unit Owners shall assume any rights or obligations of Initial Tenant hereunder. In no event shall any individual Unit Owner be personally liable for the obligations of the Initial Tenant or the Condominium Association under this Lease.

ARTICLE 7

USE OF PREMISES; COMPLIANCE WITH REQUIREMENTS; MAINTENANCE AND REPAIR

7.1 Use of Premises. At all times during the Term of this Lease, the Property shall be used by Tenant, the Condominium Association and the Unit Owners as a multi-unit residential condominium development, together with such other uses as are permitted by or consistent with the Planned Development Ordinance. As a condition of such use, it is understood and agreed that Initial Tenant may be required to enter into certain restrictive covenants pertaining to the use of certain Units for such purposes, including, without limitation, the TIF Redevelopment Agreement.

7.2 Conformity with Legal and Insurance Requirements. Both Initial Tenant and the Condominium Association, as applicable, shall keep or cause the Property to be kept in conformance with: (a) all applicable Requirements, other than with respect to any Excluded Environmental Condition; and (b) the requirements of all policies of insurance maintained in force on or with respect to the Property or any portion thereof and shall indemnify, defend and hold harmless Landlord's Protected Persons from and against all fines, penalties, and claims for damages of every kind and nature arising out of any failure to comply with any such Requirement or insurance requirement. It is the intention of the parties that Tenant during the Term shall discharge and perform all obligations of Landlord, as well as all obligations of Tenant, arising as aforesaid, and hold harmless Landlord's Protected Persons therefrom (except as expressly set forth in the Environmental Agreement and except for Excluded Environmental Conditions), so that at all times the Rent shall be net to Landlord without deductions or expenses on account of any such Requirement or request, whatever it may be. Notwithstanding the foregoing, Initial Tenant, with respect to the Property prior to Conversion, and, subject to the Act, the Initial Tenant or the Condominium Association with respect to the Property following Conversion, shall have the right in good faith to contest, by appropriate legal proceedings, any Requirement, provided that the nature of such legal proceedings is such that, during the pendency of such proceedings, the proceedings shall operate to prevent the sale or material impairment of Landlord's Estate or any portion thereof, and provided further, that in no event shall such contest or postponement: (i) subject Landlord to any fine or penalty or to prosecution for a crime; (ii) cause the Property, or any part thereof, to be condemned or to be vacated.

7.3 Maintenance and Repair of Premises.

(a) Prior to the Conversion of the Property, the Initial Tenant shall maintain all portions of the Property, at its sole cost and expense. After the Conversion of the Property, the Condominium Association shall maintain all portions of the Property (other than the Units, which Units will be maintained by the Initial Tenant prior to Initial Sale and, except for common areas that are the responsibility of the Condominium Association under the applicable Condominium Declaration, by the respective Unit Owners following each Initial Sale), with all expenses being common expenses under the Condominium Declaration (except to the extent that Initial Tenant is required to pay such expenses itself).

(b) For purposes of this Section 7.3, "maintain" shall mean make, install or furnish all repairs, replacements, renewals, alterations, additions and betterments necessary to keep the

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Property in compliance with all applicable Requirements, except that such obligations shall not apply to any Excluded Environmental Condition.

7.4 Covenant Against Waste. Tenant covenants not willfully to do or willfully to suffer any waste to the Premises, the Buildings or the other Improvements, or any portion thereof.

7.5 Exculpation of Landlord. Landlord shall not be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease (except as expressly set forth in the Environmental Agreement and except for Excluded Environmental Conditions), including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or from the pipes or plumbing of the same, or from any other place or quarter; nor shall Landlord be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant's subtenants, employees or agents, or to any person or persons in or about the Property or the streets, driveways, sidewalks, parkways or alleys adjacent thereto; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor (except for actions caused by Landlord's gross negligence or willful misconduct) and will further indemnify, defend and hold Landlord's Protected Persons harmless from and against any and all claims, liability, penalties, damages, expenses and judgments arising from injury to persons or property of any nature and also for any matter or thing arising out of or resulting as a direct or indirect consequence from the use or occupancy of the Property; provided, however, that the foregoing obligations shall not apply to Excluded Environmental Conditions.

7.6 Exculpation of Mortgagees/City. Until any Leasehold Mortgagee or Unit Mortgagee becomes a mortgagee in possession or the tenant under a new lease pursuant to Section 10.2(l), no Leasehold Mortgagee or Unit Mortgagee shall (nor shall the City, as the provider of funding for the Project pursuant to the TIF Redevelopment Agreement), except to the extent of the gross negligence or willful misconduct of such Leasehold Mortgagee, Unit Mortgagee (or the City), or their respective agents and employees on or about the Property, be responsible or liable for any destruction, damage or injury to any property or to any person or persons at any time on the Property resulting from any casualty, occurrence or condition occurring or existing during the Term of this Lease, including without limitation those from steam, gas or electricity, or from water, rain or snow, whether the same may leak into, issue or flow from or within any part of the Property or from the pipes or plumbing of the same, or from any other place or quarter; nor shall any Leasehold Mortgagee or Unit Mortgagee (nor shall the City, as the provider of funding for the Project pursuant to the TIF Redevelopment Agreement) be in any way responsible or liable in case of any accident or injury (including death) to any of Tenant's subtenants, employees or agents, or to any person or persons in or about the Property or the streets, driveways, sidewalks, parkways or alleys adjacent thereto.

ARTICLE 8

INSURANCE

8.1 Insurance During Construction and Prior to Conversion. Prior to Conversion, Initial Tenant shall maintain or cause to be maintained at its sole cost and expense the insurance required by Exhibit D attached hereto and made a part hereof with respect to the Property.

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8.2 Property Damage Insurance for Common Elements and Limited Common Elements. Subject to Section 8.4 hereof, the Condominium Association shall maintain the following insurance with respect to the Property following Conversion:

(a) property damage insurance covering the Building and other Improvements located on the Property, including the Common Elements, to the extent required by the Condominium Act or the Condominium Declaration; and

(b) to the extent there is a central heating and cooling system for any portion of the Project, boiler and machinery insurance with respect to all equipment and objects (which are part of any Buildings) customarily covered by such insurance in an amount equal to their replacement cost with property damage and personal injury coverages in such amounts as are reasonable and customary (and which are available) for similar projects and uses in the City of Chicago.

Such insurance shall include a so-called "cost of clearing" endorsement covering cost of clearing debris and returning the Land to grade in the event any Building or other Improvements are not rebuilt after the occurrence of any Casualty.

8.3 Liability and Other Insurance Coverages for Condominium. Subject to Section 8.4 hereof, the Condominium Association shall maintain the following kinds and amounts of insurance with respect to the Property following Conversion:

(a) commercial general liability insurance with a broad form endorsement providing insurance against claims for bodily injury (including death), property damage occurring upon or in the Property, and contractual liability, and having limits of liability equal to the greater of: (i) \$1,000,000 per occurrence / \$2,000,000 in the aggregate; and (ii) limits that are then reasonable and customary for similar projects and uses in the City of Chicago (which limits may be by means of primary only or primary and umbrella policies issued on a "following form" basis); and

(b) such other liability insurance for such coverages and in such amounts as is reasonable and customary for similar projects and uses in the City of Chicago.

All of the foregoing policies of insurance shall: (i) name Landlord and, if obtainable, Landlord's Protected Persons as additional insureds with respect to all liability coverages, (ii) provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord, Tenant or any Unit Owner or other occupant of the Property which might otherwise result in a forfeiture of said insurance, and (iii) be primary with respect to Landlord and, if obtainable, Landlord's Protected Persons, but only with respect to any claim arising solely out of activities or occurrences relating to the Property, and the policies shall contain appropriate endorsements to such effect. Landlord shall, from time to time, provide Tenant in writing with the specific names of such of any Landlord's Protected Persons that Landlord wishes to have separately named as additional insureds, if obtainable, in any policies required pursuant to this Section 8.3.

8.4 Responsibility for Obtaining and Maintaining Insurance Prior to Conversion.

(a) Initial Tenant, at its sole cost and expense, shall procure and maintain all property damage and other insurance required under this Lease or by any Leasehold Mortgagee with respect to the Property prior to Conversion.

(b) Initial Tenant, as the developer under the Condominium Act, shall following Conversion of the Property, procure and maintain all property damage and other insurance

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required under Sections 8.2 and 8.3 until the Turn-Over Date, after which the board of managers of the Condominium Association shall procure and maintain such insurance.

8.5 Approval and Evidence of Insurance. All insurance shall be secured from duly licensed insurers. Upon the execution of this Lease and thereafter upon receipt of a written request from Landlord, Tenant shall deliver to Landlord true, correct and complete copies of all insurance policies (including amendments, renewals or replacements thereof), certified by the respective insurers, or other evidence of the existence or continuation of all required insurance, together with evidence reasonably satisfactory to Landlord of the payment of the applicable premiums thereon. In the event actual policies are not available at such time, Tenant shall deliver binders or certificates evidencing such insurance and shall deliver the policies required as soon as practicable thereafter.

8.6 No Separate Insurance. Tenant shall not obtain separate insurance concurrent in form or contributing in the event of a loss with that required by this Article to be furnished by Tenant unless Landlord is included therein as an additional insured or named insured (as the case may be) with losses payable as provided in this Lease. Tenant shall give Landlord notice it has procured any such separate insurance and shall deliver evidence thereof to Landlord as provided in Section 8.5.

8.7 Notice of Cancellation. All insurance required pursuant to this Article 8, to the extent obtainable, shall contain an agreement by the insurers that such coverage shall not be canceled or not renewed without at least 30 days' prior written notice to Landlord, except that only ten days' notice shall be required with respect to cancellation or non-renewal due to non-payment of premiums.

8.8 Adjustment of Losses. Losses shall be adjusted in accordance with Article 12.

8.9 Renegotiation; Disputes. Landlord and the Condominium Association shall negotiate in good faith from time to time what constitutes reasonable and customary coverages and coverage amounts in light of changing practices in the insurance industry, customarily available coverages and costs thereof; provided, however, that Landlord may not require insurance coverages or changes in insurance coverages with respect to the Property following Conversion that violate the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, the Federal Housing Administration, the Department of Veteran's Affairs (formerly known as the Veteran's Administration), or any other Governmental Authority acting in its capacity as a primary or secondary mortgage market participant, although Landlord may require more stringent insurance coverages provided Landlord's requirements are not unreasonable and are customary. Disputes under this Article 8 shall be determined by mediation followed by arbitration pursuant to Article 18, except that the arbitrator or arbitrators selected shall be a person or persons of recognized standing in the insurance industry.

ARTICLE 9

LIENS

9.1 No Authority To Create Liens Against Landlord's Interest. Tenant shall have no right, authority or power to bind Landlord for the payment of any claim for labor or material or for engineering or architectural fees, or for any charge or expense incurred in the erection, construction, repair, renewal, replacement, reconstruction, alteration, restoration, maintenance, operation or management of the Project or the Property, or any portion thereof, nor to subject the Landlord's Estate, or any portion thereof, to any lien or claim for lien for any labor, material, service (including management

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services) or for any other charge or expense incurred in connection therewith. In addition, Tenant shall not be considered the agent of Landlord in authorizing or conducting any such work or in the management or operation of the Project. This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, or any service rendered at the Property for Tenant or any Unit Owner and that no mechanic's or other lien for such work or materials or services shall attach to or affect the Landlord's Estate, unless specifically ordered by Landlord in writing.

9.2 No Liens, Charges, or Encumbrances Against Landlord's Estate. Subject to Section 9.3, Tenant, at all times, shall keep the Landlord's Estate free and clear of mechanics', materialmen's, and other liens, and all charges, claims and encumbrances caused or created by Tenant or anyone claiming by, through or under Tenant.

9.3 Tenant's Duty to Obtain Discharge of Liens Against Premises. If any claim for lien, or any mechanics' or other lien, charge, or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Property (whether or not such claim, lien, charge, order, or encumbrance is valid or enforceable as such), other than those resulting from an act of Landlord or any employee or agent of Landlord or any environmental lien arising from an Excluded Environmental Condition, Tenant shall indemnify and hold Landlord harmless against and from all Claims resulting therefrom. In addition, if any such lien, charge, order or encumbrance shall be filed against the Landlord's Estate, or any portion thereof, Tenant, at its own cost and expense, after written notice from Landlord requesting the same, shall cause same to be discharged of record or bonded or insured over within 90 days after such notice; and if Tenant fails to comply with the foregoing provisions, Landlord may discharge or bond or insure over any such claim, lien, charge, order, or encumbrance. Tenant shall reimburse Landlord upon demand for all costs, expenses, and other sums of money in connection therewith (as Additional Rent) with interest at the Lease Interest Rate from the date of Landlord's expenditure. Landlord may not so discharge or remove any lien, nor shall Tenant be deemed to be in breach of Section 9.2, if Tenant is in good faith contesting such lien, by appropriate legal proceedings; provided the nature of such legal proceedings is such that, during the pendency of such proceedings, they shall operate to prevent the sale of Landlord's Estate or any portion thereof.

ARTICLE 10

ASSIGNMENTS, SUBLEASES, MORTGAGES AND SALES

10.1 Assignment by Initial Tenant.

(a) Except as specifically permitted under Sections 10.1(b) and 10.2 or elsewhere in this Lease, Initial Tenant shall not, under any circumstance, whether voluntary or involuntary, or by operation of law, assign or transfer the Property or this Lease, without in each case first obtaining the prior written consent of Landlord, which consent may be granted, withheld, or granted with such conditions as Landlord may require, in Landlord's sole and absolute discretion.

(b) Landlord's consent shall not be required in connection with: (i) the assignments or transfers in connection with Initial Sales of Units or any subsequent sale of a Unit; (ii) assignments or transfers to or by a Leasehold Mortgagee or its nominee exercising its rights and remedies under a Leasehold Mortgage (provided that notice of any such transfer is given by the Leasehold Mortgagee to Landlord or to or by a Unit Mortgagee exercising its rights under a Unit Mortgage; (iii) the granting of licenses or easements in connection with the development of the Project or the operation of the Property; or (iv) the granting of security interests in personal property, trade fixtures and trade equipment.

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10.2 Mortgage by Initial Tenant.

(a) Initial Tenant may grant one or more Leasehold Mortgages for the purpose of financing the construction of the Project, and refinancing such Leasehold Mortgages, for any amounts and upon any terms desired by Initial Tenant. Any Leasehold Mortgage, and any amendment thereto or any modification renewal, replacement or extension thereof, is referred to herein as a "Leasehold Mortgage". No Leasehold Mortgage or other Mortgage shall extend to or affect any portion of Landlord's Estate.

(b) Initial Tenant shall, upon execution of any Leasehold Mortgage (including any amendment thereto or assignment thereof), provide to Landlord: (i) a copy of such Leasehold Mortgage, certified by the Initial Tenant as being a true, correct and complete copy thereof; and (ii) written notice containing the name and address of the then Leasehold Mortgagee if such Leasehold Mortgage does not include a notice provision providing such information.

(c) Initial Tenant acknowledges that: (A) the only reason that Landlord is leasing the Premises to Initial Tenant is so that the Project will be constructed thereon, the Property Converted, and the Units sold; and (B) if Initial Tenant fails to Substantially Commence the construction of the Building comprising the Project prior to the Construction Commencement Deadline, and such failure is not cured by Initial Tenant or any Leasehold Mortgagee or purchaser at a foreclosure sale, prior to the expiration of the applicable cure period provided in Section 16.1(a)(i) of this Lease, then Landlord may terminate this Lease. By accepting a Leasehold Mortgage, each Leasehold Mortgagee acknowledges and agrees to the preceding sentence, subject to Section 10.2(d).

(d) If, prior to the Construction Commencement Deadline, (i) the construction of the Building comprising the Project has been Substantially Commenced; and (ii) if a Leasehold Mortgagee has disbursed proceeds of its loan to pay for costs of construction (each a "Loan Disbursement") with respect to such Building, then Landlord may not terminate this Lease with respect to the Property.

(e) If there shall be an Event of Default by Tenant under Section 16.1(a)(i) and Landlord's termination right has not been extinguished pursuant to Section 10.2(d), Landlord may terminate this Lease.

(f) Any foreclosure or exercise of any other rights pursuant to a Leasehold Mortgage by a Leasehold Mortgagee on account of a default thereunder by the Initial Tenant shall not result in a termination of this Lease, nor shall any such exercise alone be deemed an Event of Default under this Lease on the part of any other person or entity (including, but not limited to, the Condominium Association, any Unit Owner, any Unit Mortgagee, or any successor, purchaser, assignee or transferee of any of the foregoing).

(g) So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Land and the Leasehold Estate shall not merge, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold Estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 10.

(h) So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, Landlord shall not accept a voluntary

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surrender of this Lease by Tenant and will not materially amend this Lease without in each case the prior written consent of each such Leasehold Mortgagee.

(i) Upon written request by either party or any Leasehold Mortgagee, the party to whom the request was made will promptly certify to the requesting Person, or to any proposed assignee or grantee or mortgagee or trustee under deed of trust or trust deed or the proposed assignee of such mortgagee, deed of trust or trust deed, whether or not this Lease is valid and subsisting, whether or not it has been modified (and if there are modifications, stating them) and whether or not the party executing the certificate has knowledge of any default or breach by the other party under any of the terms of this Lease (and if any exists, stating them). If the party to whom a written request is directed under the preceding sentence shall fail to furnish the requested certificate within twenty (20) days after the receipt of such request, then by such failure such party shall be deemed to have certified to the requesting Person and to any proposed assignee or grantee or mortgagee or trustee under a deed of trust or trust deed, that this Lease is valid and subsisting, that there have been no modifications to this Lease, and that there are no known defaults or breaches by the other party under the terms of this Lease.

(j) Each Leasehold Mortgagee, by accepting its Leasehold Mortgage, agrees for the benefit of Landlord:

(i) that such Leasehold Mortgagee will use reasonable efforts to give to Landlord written notice of all events of default declared by such Leasehold Mortgagee with respect to its loan secured by such Leasehold Mortgage if such default gives such Leasehold Mortgagee the right of acceleration, concurrently with or promptly after notice thereof is given to Tenant; and Landlord shall have the right, but shall not be obligated, to cure any such defaults on the part of Tenant within the time period, if any, allowed by the Leasehold Mortgage; and

(ii) prior to commencing foreclosure proceedings or accepting a deed in lieu of foreclosure, such Leasehold Mortgagee shall give Landlord a written notice describing the action proposed to be taken by such Leasehold Mortgagee and stating the aggregate amount of the indebtedness then due and secured by the Leasehold Mortgage, and setting forth in reasonable detail the respective portions of said indebtedness attributable to principal, interest, attorneys' fees and expenses and other costs, fees and expenses. Landlord shall have a period of twenty (20) days after Landlord receives such notice from such Leasehold Mortgagee within which Landlord, at its election, may purchase from such Leasehold Mortgagee, without representation, warranty or recourse (other than as to the purchase price), the Leasehold Mortgage, the indebtedness secured thereby, and any other security held by such Leasehold Mortgagee for such indebtedness, for a purchase price equal to the amounts due such Leasehold Mortgagee under the Leasehold Mortgage.

(k) If this Lease shall be terminated by reason of the rejection of this Lease by a debtor in possession or a trustee or receiver appointed by a court of competent jurisdiction in bankruptcy or insolvency proceedings involving Tenant, then Landlord shall immediately seek to obtain possession of the Land and title to the Improvements. Upon acquiring such possession and title, Landlord shall notify all Leasehold Mortgagees. Each of the Leasehold Mortgagees (in the order of priority of their respective Mortgages), or their respective nominees so designated by written notice to Landlord, shall, prior to the Conversion of the Project, have ninety (90) days from the date of such notice of acquisition to elect to take a new lease on such portion of the Land

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and a conveyance of Landlord's interest, if any, in the Improvements. Landlord shall, prior to the Conversion of the Project, subject to applicable bankruptcy laws and/or the order of a court of competent jurisdiction, enter into a new lease with a Leasehold Mortgagee (or with the nominee of such Leasehold Mortgagee) and convey title to the Improvements to such Leasehold Mortgagee (or such nominee) by quitclaim deed, provided that

- (i) Such Leasehold Mortgagee has made written request of Landlord for a new lease on the Land and a conveyance of the Landlord's interest in the Improvements within the ninety (90) days next following the date of termination of this Lease aforesaid and either the prior written consent of any superior Leasehold Mortgagee is obtained or the ninety (90) days have expired without such superior Leasehold Mortgagee requesting a new lease and conveyance of Improvements hereunder; and
- (ii) At the time of termination of this Lease, and at the time of such Leasehold Mortgagee's written request for a new lease and deed, and at the time of execution and delivery of such new lease by and between Landlord and such Leasehold Mortgagee (or the nominee of such Leasehold Mortgagee, as the case may be), such Leasehold Mortgagee (or such nominee) shall have cured all defaults of Tenant under this Lease that can reasonably be cured by such Leasehold Mortgagee; and
- (iii) Such Leasehold Mortgagee's Leasehold Mortgage has not been paid in full prior to such Leasehold Mortgagee notifying Landlord of its election to take a new lease under this Section 10.2(l).

Such new lease shall have a term equal to the unexpired portion of the Term of this Lease and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Lease. Landlord shall deliver possession of the Project immediately upon execution of the new lease. Upon executing a new lease, the Leasehold Mortgagee (or the nominee of the Leasehold Mortgagee, as the case may be) shall pay to Landlord the amount by which (x) the sum of any unpaid Rent due under this Lease with respect to the Project, (or which would have been due under this Lease if it had not been terminated) from the date that Landlord obtains possession of such Property to the commencement date of the new lease, plus any impositions that were liens on the Property and which were paid by Landlord, exceeds (y) any rent or other income received by Landlord from the Property during the period after Landlord obtains possession to (but not including) the commencement date of the new lease. The provisions of this Section 10.2(m) shall not apply to a termination of this Lease by reason of an Event of Default under Section 16.2(a)(i). A Leasehold Mortgagee shall not have the right to elect to take a new lease if its Leasehold Mortgage is paid in full prior to the Leasehold Mortgagee notifying Landlord of its election to take a new lease. Concurrently with the execution, delivery and recording of the new lease, this Lease shall be deemed to have terminated with respect to the portions of the Project covered by the new lease. The rights granted to Leasehold Mortgagees pursuant to this Section 10.2(l) shall be exercisable by Leasehold Mortgagees in the same priority as the liens of their respective mortgages.

Notwithstanding any provisions to the contrary in Sections 7.2, 9.3 or 14.1, Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that: (a) any Leasehold Mortgagee that succeeds to the Leasehold Estate and becomes a successor Tenant hereunder shall not be responsible for any then existing indemnification of the former Tenant; (b) such Leasehold Mortgagee shall not be required to cure a default that cannot be cured by the payment of money or the taking of affirmative action (an "Incurable Default"); and (c) failure by such Leasehold Mortgagee to cure an Incurable Default or to assume such existing indemnification obligations of the former Tenant shall not constitute a basis for not recognizing such Leasehold Mortgagee as the successor Tenant or for terminating this Lease.

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Notwithstanding any provisions to the contrary in Sections 7.2, 9.3 or 14.1, Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that any Leasehold Mortgagee that succeeds to the Leasehold Estate and becomes a successor Tenant hereunder shall not be responsible for any then existing environmental remediation obligations of the former Tenant, including without limitation any then existing environmental remediation obligations under the Environmental Agreement.

10.3 Mortgage by Landlord. Landlord may not, during the Term, create or permit a lien on or mortgage Landlord's Estate, or any portion thereof; provided, however, that the foregoing prohibition shall not create any obligation on Landlord with respect to a lien described in Section 9.2.

10.4 Transfer of Landlord's Estate. The parties acknowledge that the Condominium Act presently requires, in order to create a leasehold condominium, that the ground lessor must be: (a) an entity (a "501(c)(3) Entity") exempt from taxation under Section 501(c)(3) of the Code; (b) a limited liability company whose sole member is a 501(c)(3) Entity; or (c) a Public Housing Authority created under the Housing Authorities Act that is located in a municipality having a population in excess of 1,000,000 inhabitants. Landlord represents that Landlord is such a Public Housing Authority. Landlord reserves the right, at any time, to transfer the Landlord's Estate to a 501(c)(3) Entity or to an Illinois limited liability company of which a 501(c)(3) Entity is the sole member; provided that, at the time of such transfer, the transferee is a permitted ground lessor for purposes of creating or maintaining a leasehold condominium under the Condominium Act (a "Permitted Ground Lessor"). If, at any time, Landlord ceases to be a Permitted Ground Lessor, and if as a result thereof the Project no longer is permitted to remain a leasehold condominium under the Condominium Act, then Landlord shall, at Landlord's option, either: (x) transfer the Landlord's Estate to a new Permitted Ground Lessor; (y) submit its fee interest in the Property that has been converted to the Condominium Declaration, so as to create a fee condominium; or (z) transfer the Landlord's Estate to the then Unit Owners (in undivided percentage interests equal to their then undivided percentage interests in the Common Elements), subject only to the Permitted Exceptions. The Bylaws of any such 501(c)(3) Entity shall provide that a majority of the directors of such 501(c)(3) Entity shall be ex officio members of CHA or other individuals reasonably acceptable to Tenant.

ARTICLE 11

CONDEMNATION

11.1 Condemnation of Premises. (a) Subject to Section 11.1(b), if, at any time during the Term of this Lease, the entire Property or a portion thereof shall be taken in a Condemnation Proceeding, the Leasehold Mortgagee, so long as the Property is encumbered by a Leasehold Mortgage, and otherwise, the Tenant, reasonably determines that the remainder of the Property not taken by such condemnation cannot be restored in a manner that permits the remaining Property to be operated as a viable residential development, this Lease shall terminate with respect to the remainder of the Property not taken on the date title is vested in the condemning Governmental Authority under such Condemnation Proceeding. In such event, there shall be no proration of any Rent paid by Tenant hereunder. If the Leasehold Mortgagee, so long as the Property is encumbered by a Leasehold Mortgage, and otherwise, the Tenant, reasonably determines that such continued operation is feasible, this Lease shall not terminate with respect to such remainder Property, and Section 11.2 shall apply.

(b) If, at any time during the Term of this Lease, the Converted Property shall be taken in a Condemnation Proceeding, application of proceeds allocable to the Converted Property shall be governed by the Condominium Declaration and the Condominium Act.

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11.2 Partial Condemnation. If, pursuant to Section 11.1, this Section 11.2 applies, this Lease shall not terminate but shall continue in full force and effect for the remainder of the Term. There shall be no abatement of Rent payable by Tenant under this Lease. Tenant, at its sole expense, but with the right to use the proceeds from the Condemnation Proceeding, shall promptly (except for Unavoidable Delays) restore the remainder of the Property to a residential development of the same general character and condition as existed before such taking. If such determination results in a decision to proceed with a Full Restoration or a Partial Restoration of the Converted Project, then the requirements under Section 13.3 for a Major Changes shall apply with respect to such Restoration.

11.3 Condemnation for Limited Time. If a Condemnation Proceeding takes all or any portion of the Property for a limited period of time, this Lease shall not terminate and Tenant shall continue to perform all obligations of Tenant under this Lease, except to the extent that such taking prevents such performance. In no event shall the Rent and all other sums and charges required to be paid by Tenant under this Lease with respect to the portions occupied by the Governmental Authority during the period of the temporary taking exceed the amounts received by Tenant from the condemning Governmental Authority and Tenant shall be entitled to the entire amount of the award for such taking. At the end of such temporary taking, Tenant, at its sole expense, shall promptly (subject to Unavoidable Delays and available condemnation proceeds) restore the Property as nearly as may be reasonably possible to its general condition and character as existed before such taking, ordinary wear and tear excepted.

11.4 Allocation and Use of Award. If this Lease is terminated or partially terminated pursuant to Section 11.1, all proceeds from such Condemnation Proceeding shall be paid, as applicable:

- (a) to Landlord, with respect to the portion of such proceeds allocable to the Land on which construction has not Substantially Commenced;
- (b) in accordance with the terms of the Leasehold Mortgages with respect to the portion of such proceeds allocable to any remaining Property on which construction has Substantially Commenced and, with respect to which a Loan Disbursement has been made, but which has not yet been Converted;
- (c) to the Condominium Association, with respect to the portion of such proceeds allocable to any Converted Property, for application in accordance with the Condominium Declaration and the Condominium Act; and
- (d) any remaining balance shall be paid to Tenant.

ARTICLE 12

DAMAGE AND RESTORATION

12.1 Damage Requiring Restoration by Tenant. (a) Except as otherwise provided in Sections 12.1(b) and 12.2, if all or any portion of the Property that has not been Converted shall be damaged or destroyed by a Casualty, and the Net Insurance Proceeds available for Restoration, plus the amount of any applicable deductible or self-insurance (the "Deductible") shall be sufficient to pay the costs of a Full Restoration, as reasonably determined (such determination to be made as promptly as practicable after the date of such Casualty) by the Leasehold Mortgagee(s), so long as the Property is encumbered by a Leasehold Mortgage, and otherwise, by the Tenant, Tenant shall cause the Full Restoration of the Property damaged or destroyed by such Casualty to be completed as soon as is reasonably practicable, in accordance with Sections 12.3 and 12.5. Each Leasehold Mortgagee shall be

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deemed to have agreed that the Net Insurance Proceeds shall be made available for such a Full Restoration under this Section 12.1 (rather than applying the Net Insurance Proceeds to reduction of debt) unless such Leasehold Mortgagee reasonably determines that a Full Restoration is not feasible. Subject to Section 12.2, the amount of the Net Insurance Proceeds available for Restoration, plus the amount of any Deductible shall be deposited by Tenant with Landlord or the Proceeds Trustee for application to the Restoration of the Project.

(b) If, at any time during the Term of this Lease, the Converted Property shall be damaged or destroyed by a Casualty, application of proceeds allocable to the Converted Property shall be governed by the Condominium Declaration and the Condominium Act.

12.2 Damage Allowing Tenant the Right to Terminate.

(a) If all or any portion of the Property shall be damaged or destroyed by a Casualty and if the Net Insurance Proceeds available for the Restoration thereof, plus the Deductible, will not be sufficient to complete a Full Restoration, as reasonably determined by the Leasehold Mortgagee(s), so long as the Property is encumbered by a Leasehold Mortgage, and otherwise by the Tenant, such determination to be made as promptly as practicable after the date of such Casualty, any determination to rebuild and any procedures governing such rebuilding, and the adjustment and application of insurance proceeds shall, as applicable: (1) prior to Conversion of the Property, be in accordance with the terms of the Leasehold Mortgages and (2) be in accordance with the Condominium Declaration and the Condominium Act with respect to any Converted Property. If such determination results in a decision not to restore the damaged portion of the Property, then Tenant shall have the right to terminate this Lease with respect only to such damaged portions of the Project by giving notice to Landlord of its intent to terminate ("Termination Notice"). If Tenant so terminates this Lease, such termination shall be deemed effective as of the date of occurrence of the Casualty. If such determination results in a decision to proceed with a Full Restoration or a Partial Restoration of the Project prior to Conversion, then the requirements under Section 13.3 for a Major Changes shall apply with respect to such Restoration.

(b) If this Lease is terminated pursuant to Section 12.2(a), all amounts payable by Tenant under this Lease with respect to the terminated portion of the Property shall abate as of the date of the occurrence of the Casualty. Landlord shall have the right to require, by notice to Tenant, given within 120 days after the receipt of Tenant's Termination Notice, that Tenant clear the terminated portion of the Property and remove all debris, all in the manner provided in Section 12.3(b).

12.3 Procedures for Restoration or Demolition and Removal of Debris: Survival of Obligations.

(a) Tenant shall promptly commence any Restoration and shall diligently pursue the same to completion, subject to a reasonable allowance for the time needed to adjust any insurance claims and to Unavoidable Delays. Before Tenant commences the Restoration or let any contracts therefor, and at all times during the course of the Restoration, Tenant shall comply with the applicable provisions of Articles 9 and 13 and this Article 12. At all times Tenant shall continue to perform and observe all of the terms, covenants, conditions, agreements and obligations of Tenant to be performed under this Lease notwithstanding any loss, damage or destruction, except for temporary suspension of performance rendered impossible by such loss, damage or destruction.

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(b) If Tenant elects to terminate this Lease with respect to any portion of the Property as a result of any Casualty, Tenant shall clear such portion of the Property and remove all debris, which obligations shall include demolishing and removing all Buildings and other Improvements, including all basements and foundations, filling all excavations, returning the surface to grade, and leaving the Property safe and free from debris and hazards, or such lesser degree of removal as is requested by Landlord.

12.4 Adjustment of Losses. Landlord shall not be entitled to participate in the adjustment of any losses arising from a Casualty. The Leasehold Mortgagee shall be entitled to participate in the adjustment or settlement of any insurance claims relating to a Casualty.

12.5 Application of Insurance Proceeds. If this Lease is terminated pursuant to Section 12.2, if and to the extent requested by Landlord and not otherwise covered by any separate insurance maintained by Tenant to cover demolition of the Project and removal of all debris, all Net Insurance Proceeds on account of any loss, damage or destruction due to a Casualty shall be used as follows: (i) first, to clear the terminated portion of the Property and remove all debris (all in accordance with the provisions of Section 12.3(b)), and then (ii) the balance shall be distributed:

(a) Prior to the Conversion of the Property: (i) first, to the Leasehold Mortgagees in accordance with the respective priorities of their Leasehold Mortgages; and (ii) the balance, if any, to Initial Tenant; and

(b) with respect to the Converted Property, in accordance with the Condominium Act and the Condominium Declaration.

ARTICLE 13

CHANGES AND ALTERATIONS

13.1 Conditions Governing Changes and Alterations.

(a) Subject to Section 13.3 below, Initial Tenant and the Condominium Association, as applicable, shall each have the right to make or perform such replacements, renewals, additions, betterments, changes and alterations (including any Restoration required or permitted under Articles 11 or 12), structural or otherwise, to any Building or other Improvement, and each Unit Owner shall have such right with respect to such Unit Owner's Unit, as necessary or desirable ("Changes and Alterations").

(b) If Tenant receives notice that any excavation or other building operation is about to be made or shall be made upon any adjoining property, street or alley, Tenant, at its sole expense, to the extent required by applicable law, shall shore or cause to be shored the foundations and walls of the Buildings and other Improvements and do all other acts or things necessary for the safety and preservation of the Property. In addition, if any excavation or other building operation is about to be made or is made upon the Property, Tenant, at its sole cost and expense, shall assume all obligations imposed by law on the owner and occupant of the Property, or either thereof, to protect such adjoining property and buildings and structures thereon from damage, and shall do all acts and things necessary for the safety or preservation of the adjoining property and the buildings and structures thereon and to prevent any claims or liens against Landlord or Landlord's Estate.

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13.2 **Changes and Alterations Constitute a Part of Premises.** Any Changes and Alterations that are made shall immediately become a part of the Property but shall remain the property of Tenant. If Landlord exercises its Purchase Option pursuant to Section 1.2 or if this Lease is terminated by Tenant pursuant to Section 16.2(a), title to all Changes and Alterations on the Property shall vest in Landlord without any act on the part of or the recording of any instrument by Landlord or Tenant.

13.3 **Major Changes.** Prior to the commencement of any Major Change to be made with respect to any portion of the Project, the following shall be submitted to Landlord for review and approval, such approval not to be unreasonably withheld or delayed:

- (a) complete Plans and Specifications for the Major Change prepared by a licensed architect which plans shall also include landscaping plans and specifications;
- (b) copies of all permits and licenses for the construction of the Major Change issued by the appropriate Governmental Authority;
- (c) a signed construction contract or contracts for all of the work, material and equipment comprising the Major Change in accordance with the Plans and Specifications delivered pursuant to Section 13.3(a), together with appropriate liability policies;
- (d) evidence reasonably satisfactory to Landlord of the availability of funds sufficient to complete the Major Change, which may include a copy of one or more commitments from a lender or lenders or loans to be made available to Tenant, in an amount that, together with equity that is available and specifically allocated thereto, is sufficient to pay the budgeted costs of construction of the Major Change.

ARTICLE 14

INDEMNIFICATION BY TENANT

14.1 **Indemnification by Tenant.** To the fullest extent not prohibited by applicable law, and except to the extent caused by the gross negligence or willful misconduct of the Protected Person, Tenant shall protect, indemnify, save harmless and defend Landlord (which, as indicated in the definition of "Protected Persons," includes the Receiver) and its (and their) respective Protected Persons from and against any and all Claims arising from or in any way related to: (i) the conduct, management or occupancy of or from any work or thing whatsoever done in and on the Property, or any part thereof; (ii) any breach or default on the part of Tenant under this Lease; (iii) any intentional or grossly negligent act of Tenant or any of Tenant's agents, contractors, servants, employees or invitees; (iv) any accident, injury or damage whatsoever caused to any Person or property occurring during the Term of this Lease, in or on the Property, or any part thereof; or (v) any Environmental Event or any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to any Environmental Event or any failure by Tenant to comply with any applicable Environmental Law; provided, however, that Tenant's obligations under this Section 14.1 shall not apply to any Excluded Environmental Condition.

14.2 **Notice of Claim or Potential Claim.** Upon obtaining actual knowledge of any Claim or of any occurrence or event which could give rise to a Claim (a "Potential Claim"), or promptly upon receiving notice from a Protected Person against or by whom such Claim or Potential Claim has or may be imposed, asserted or incurred, as the case may be, Landlord or a Landlord's Protected Person, as the case may be, shall notify Tenant of such Claim or Potential Claim (a "Claim Notice") and, in addition, shall promptly provide to its insurance carrier or carriers any notice required under any policy of insurance that is or may be applicable. A Claim Notice shall specify, in reasonable detail, the nature and estimated amount of any such Claim or Potential Claim, if known. Notwithstanding the foregoing, a Protected Person's failure to give such notice shall not relieve any Indemnitor of its indemnification

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obligations under this Lease, except to the extent that such Indemnitor is materially prejudiced as a result of such failure.

14.3 Defense of Claims. Tenant (referred to in this Article 14 as the “Indemnitor”), at its expense, shall undertake the defense of each Claim alleging any act, omission, occurrence or condition with respect to which Tenant must indemnify Landlord under Section 14.1, with attorneys of its own choosing reasonably satisfactory to each Protected Person giving the Claim Notice (“Indemnitee”). Indemnitor shall keep each Indemnitee informed of all significant developments and shall provide each Indemnitee and its attorneys with copies of all documents relating to such Claim or Potential Claim. Each Indemnitee shall have the right, at each such Indemnitee’s expense, to monitor and be present at, either through its representatives or its attorneys, all proceedings, hearings, testimony and depositions and to receive copies of all pleadings, motions, orders, transcripts, interrogatories and other discovery documents relating to any Claim or Potential Claim. Indemnitor shall not pay, compromise or settle any Claim or Potential Claim without first consulting each Indemnitee respecting the same and seeking such Indemnitee’s consent to such payment, compromise or settlement, which consent shall not be unreasonably withheld or delayed if the settlement provides for a complete release of such Indemnitee and other reasonably satisfactory terms.

14.4 Failure to Defend; Separate Representation. If Indemnitor fails to timely and diligently defend the Claim or Potential Claim for which it is liable under Section 14.1, each Indemnitee, at Indemnitor’s expense and after giving notice to Indemnitor of such action, may undertake the defense of the Claim or Potential Claim and, without the consent of Indemnitor being required, may compromise or settle the Claim or Potential Claim, all for the account of Indemnitor. Each Indemnitee shall have the right to employ counsel to represent it with respect to any Claim or Potential Claim under this Article 14 at Indemnitor’s cost.

14.5 Survival of Indemnities. The provisions of this Article 14 shall survive the expiration or earlier termination of this Lease with respect to any Claim Notice received by Tenant within one year after the later of (i) the expiration or earlier termination of this Lease or (ii) one year after the date on which the Protected Person first obtains actual notice of such Claim or Potential Claim; or such longer statutory period as may apply.

14.6 Excluded Environmental Conditions. Except as expressly provided in the Remediation Agreement, all liability and responsibility with respect to Excluded Environmental Conditions shall be determined pursuant to applicable federal, state or local law.

ARTICLE 15

INSPECTION AND EXHIBITION OF PREMISES BY LANDLORD

15.1 Inspection. Tenant agrees to permit Landlord and the authorized representatives of Landlord, at reasonable times and frequencies and upon reasonable prior written notice, to enter upon any portions of the Property (other than within a Unit Owner’s Unit following an Initial Sale) for the purposes of inspecting the same and to assure Tenant’s compliance with the provisions of this Lease; provided, however, that entry may be made at any time without notice in the event of an emergency (although Landlord shall endeavor to give Tenant prior notice thereof). Nothing contained herein, however, shall impose or imply any duty on the part of Landlord to make any such repairs or perform any such work and Tenant acknowledges that any inspection performed by Landlord is solely for the benefit and protection of Landlord and that no Tenant is entitled to rely thereon.

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ARTICLE 16

DEFAULTS, REMEDIES

16.1 Events of Default. An "Event of Default" shall occur under this Lease if any of the following events occurs:

(a) With respect to Tenant, if:

(i) Prior to the Construction Commencement Deadline, Initial Tenant fails to (1) Substantially Commence the construction of the Building and any related improvements comprising the Project, and, (2) cause Leasehold Mortgagee to make a Loan Disbursement with respect to such Building and related Improvements, and such failure continues for a period of thirty (30) days after written notice from Landlord specifying such failure; or

(ii) Initial Tenant fails to Substantially Complete the Building comprising the Project on or before the Construction Completion Deadline, and such failure continues for a period of thirty (30) days after written notice from Landlord specifying such failure; provided, however, that if Initial Tenant in good faith commences within said 30-day period and thereafter diligently prosecutes all actions required to cure any such failure, such failure shall not constitute an Event of Default hereunder; or

(iii) Tenant fails to pay, when due, any installment of Rent or any other amount to be paid by Tenant under this Lease, and such failure continues for a period of thirty (30) days after written notice from Landlord specifying such failure; or

(iv) Tenant: (a) fails to maintain any of the insurance required under Article 8; or (b) fails to provide Landlord with evidence of such insurance or the payment of the premium therefor in accordance with Section 8.4; or

(v) Tenant fails to perform or observe any other obligation, term or provision under this Lease, and such failure continues for sixty (60) days after written notice from Landlord to Tenant specifying such Event of Default; provided, however, that if Tenant in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, such failure shall not constitute an Event of Default hereunder.

(b) With respect to Landlord, if:

(i) Landlord fails to pay, when due, any amount required to be paid by Landlord hereunder, and such failure continues for ninety (90) days after written notice thereof is given by Tenant to Landlord; or

(ii) Landlord fails to convey by this Lease, all of the parcels of the land to constitute the Project, as a whole; or

(iii) Landlord fails to perform or observe any other obligation, term or provision under this Lease, and such failure continues for sixty (60) days after written notice from Tenant to Landlord specifying such Event of Default; provided, however,

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that if Landlord in good faith commences within said 60-day period and thereafter diligently prosecutes all actions required to cure such default, such failure shall not constitute an Event of Default hereunder.

16.2 Landlord's Remedies.

(a) If an Event of Default under Section 16.1(a)(i) shall occur, Landlord may, subject to Section 10.2 and any other provision of this Lease that expressly limits Landlord's ability to terminate this Lease, at its option, at any time thereafter during the continuance of such Event of Default, give to Tenant a notice of termination of this Lease as hereinafter provided in this Section 16.2(a), and upon the date specified in such notice, which date shall be after all cure periods then this Lease and all of Initial Tenant's rights under this Lease shall expire and terminate as if that date were the date herein originally fixed for the expiration of the Term of this Lease, and on the date so specified, Initial Tenant shall vacate and surrender the Property to Landlord. Pursuant to Section 10.2(d), Landlord may not terminate this Lease if (1) the Building comprising the Project has been Substantially Commenced and (2) the holder of a Leasehold Mortgage has made a Loan Disbursement, as provided in Section 10.2(d).

(b) If an Event of Default under Section 16.1(a)(iii) shall occur, Landlord may (but shall not be obligated to) procure such insurance, at Tenant's expense. Any cost incurred or paid by Landlord in connection therewith, together with interest thereon at the Lease Interest Rate from the date incurred or paid by Landlord to the date of payment by Tenant, shall be Additional Rent due from Tenant upon demand. Tenant acknowledges that any insurance purchased by Landlord may be more expensive than if purchased by Tenant, and that if Tenant subsequently desires to replace any insurance purchased by Landlord, any refund of unearned premium due upon the cancellation of the policy purchased by Landlord will likely be less than prorata (based on the unexpired term of the policy).

(c) If any Event of Default other than under Section 16.1(a)(i) shall occur, Landlord may pursue any or all of its other rights and remedies provided in this Lease or available to Landlord at law or in equity; provided, however, that in no event shall such rights and remedies include the termination of this Lease. Landlord's only rights to terminate this Lease are under Section 16.2(a).

16.3 Additional Rights of Landlord and Other Parties.

(a) After the occurrence of an Event of Default and so long as such Event of Default is continuing, funds in the hands of Landlord (in its capacity as landlord under this Lease) that would otherwise be payable to Tenant shall be retained by Landlord and shall not be paid to Tenant until all Events of Default have been cured. If the Termination Date shall occur prior to Tenant's cure of each and every such Event of Default, Landlord shall be entitled to apply such funds to cure any unremedied Events of Default and to compensate Landlord for any amounts due under this Lease.

(b) If any Event of Default shall occur, and after the expiration of any applicable notice and cure period applicable to such Event of Default as provided in Section 16.1 and so long as such Event of Default is continuing, Landlord may, but shall have no obligation to, upon five Business Days' prior notice to Tenant (except with respect to Tenant's failure to provide evidence of insurance, for which such five Business Day notice shall not be required), cure any such Event of Default and all amounts expended by Landlord in connection therewith, together

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with interest thereon at the Lease Interest Rate from the date incurred or paid by Landlord to the date of payment by Tenant, shall be Additional Rent due from Tenant upon demand.

16.4 Rights Cumulative. Subject to the provisions of Section 16.2, the exercise by Landlord of any right or remedy against Tenant, the Property or the Condominium Association or any Unit Owner provided for herein shall not preclude the simultaneous or successive exercise of any other right or remedy provided for herein.

16.5 Waiver of Statutory Notice. To the fullest extent permitted by applicable law and except as otherwise specifically provided for in this Lease, Tenant, the Condominium Association and each Unit Owner hereby expressly waive the requirement of service of notice of intention to enter, re-enter or demand for possession provided for in any statute now or hereafter in force, or to institute legal proceedings to that end. As used in this Section 16.5 or in this Lease, the terms "enter", "re-enter", "entry", "re-entry" or "demand for possession" shall not be restricted to their technical legal meaning. Notwithstanding the foregoing, Tenant shall not be deemed by this Section 16.5 to have waived any provision of Section 16.6 requiring Landlord to give Tenant notice of an Event of Default.

16.6 Tenant's Remedies. Upon an Event of Default by Landlord hereunder, Tenant shall have all of the rights and remedies afforded at law or in equity, subject to Section 22.1. In particular, upon any Event of Default by Landlord under this Lease, it is understood and agreed that Tenant shall be entitled to enjoin such breach or threatened breach, and shall have the right of specific performance (including without limitation the right to require the creation of a fee condominium or the transfer of the Landlord's Estate pursuant to Section 10.4), it being the agreement of the parties hereto that in certain circumstances of Landlord's Event of Default, Tenant's remedies at law will be inadequate to afford it the practical realization of the agreements herein made by the parties.

ARTICLE 17

LANDLORD'S AND TENANT'S ENVIRONMENTAL COMPLIANCE

17.1 Compliance With Environmental Laws. The obligations of Landlord and Initial Tenant with respect to Pre-Existing Environmental Conditions are set forth in the Environmental Agreement. Accordingly, the provisions of this Article 17 apply to each Tenant other than Initial Tenant. During the entire Term of this Lease, Tenant shall comply with all Environmental Laws applicable to Tenant's ownership and operation of the Property, including without limitation all NFR Letters. Tenant shall not permit the Property, or any portion thereof, to contain, be used to store or otherwise used to generate, treat or handle in any manner Hazardous Substances, except as permitted under an NFR Letter and except for products stored in permitted containers or locations and in quantities normally associated with household maintenance uses permitted to be conducted on the Premises, including interior and exterior maintenance and cleaning and, in those instances, the Hazardous Substances shall be stored, generated, disposed of, managed or used in compliance with all Environmental Laws. Tenant acknowledges that its compliance shall include, by way of illustration and not by way of limitation, the completion and timely filing of all reports and statements required pursuant to any Environmental Laws and the payment of all charges, fees and costs that may be assessed or imposed from time to time in connection therewith; and the timely disclosure to Landlord upon request of any information required pursuant to the Illinois Environmental Protection Act, as may be amended or replaced from time to time, in order to permit Landlord or others to make full and complete assessments, disclosures or filings as required pursuant to such Acts. Landlord shall not take any actions that conflict with or impair Tenant's ability to comply with its obligations set forth in this Article 17. Nothing contained in this Section 17.1

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shall be deemed or construed as an assumption by Tenant of any obligations with respect to any Pre-Existing Environmental Conditions or with respect to any Excluded Environmental Condition.

17.2 Environmental Tests. Tenant shall furnish Landlord a copy of any environmental assessments of the Property, or any portion thereof, provided to or obtained from any Leasehold Mortgagee, Unit Mortgagee, Governmental Authority or third party.

17.3 Tenant's Remediation Obligations.

(a) If any environmental assessment of the Property or any portion thereof, conducted by or on behalf of Tenant, any Leasehold Mortgagee, any Unit Mortgagee, or any Governmental Authority discloses an Environmental Event (other than an Excluded Environmental Condition), Tenant shall, at Tenant's sole expense, as promptly as practicable in light of the nature of such Environmental Event, comply with the applicable requirements of any Governmental Authorities or Environmental Laws with respect to such Environmental Event.

(b) Should an Environmental Event (other than an Excluded Environmental Condition) occur as a result of any intentional or unintentional act or omission on the part of Tenant or any other Person (other than Landlord or any employee or agent of Landlord), Tenant shall immediately notify Landlord thereof upon Tenant becoming aware of such Environmental Event and then as promptly as practicable, in light of the nature of such Environmental Laws and other relevant existing circumstances, complete any Remediation as required by applicable Environmental Laws and any applicable NFR Letter; provided, however, that the foregoing obligation shall not apply to any Excluded Environmental Condition.

(c) Tenant's failure to perform any Remediation required of Tenant pursuant to Sections 17.3(a) or 17.3(b) shall entitle Landlord, after expiration of the applicable notice and cure period referred to in Section 16.1(a)(iv), or such other time period as Tenant and Landlord shall agree is reasonable under the circumstances, to cause such Remediation to be conducted, and Tenant, immediately upon demand by Landlord, shall pay to Landlord all costs and expenses paid or incurred by Landlord as a result thereof. Landlord, in exercising its cure rights under Section 16.3(b), need not give any notice or cure period prior to commencing any Remediation that Tenant fails to perform if (i) Landlord is ordered to perform such Remediation by any Governmental Authority or (ii) there is an imminent risk of further contamination by Hazardous Substances of the Property or any other property or to the environment.

(d) Tenant shall have the right to contest, by appropriate legal or administrative proceedings, any required Remediation unless the failure of Tenant to immediately commence such Remediation would: (i) result in an imminent risk of further contamination by Hazardous Substances of the Property or any other property, or would endanger human health or the environment; or (ii) subject Landlord to any fine or penalty or to prosecution for a crime. In addition, Tenant's right to contest shall apply only if the nature of such proceedings is such that, during the pendency of such proceedings, they shall operate to prevent any portion of the Property from being condemned or vacated.

17.4 Landlord's Remediation Obligations. Landlord shall have no obligation to Remediate, or pay the cost of any Remediation, of any Pre-Existing Environmental Condition, except as expressly provided in the Environmental Agreement and except that responsibility for Excluded Environmental Conditions shall be determined pursuant to applicable law.

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17.5 Insurance Requirements. Landlord and Tenant shall require all consultants and any contractors engaged in performing any Remediation to maintain insurance reasonably acceptable to the other party during the performance of the same. Such insurance shall include, at a minimum, commercial general liability insurance in a usual and customary form and shall name Landlord and Tenant as additional insureds.

ARTICLE 18

MEDIATION AND ARBITRATION

18.1 Negotiation and Mediation Prior to Arbitration.

(a) If any provision of this Lease expressly requires mediation or arbitration with respect to a matter, Landlord and Tenant shall use good faith efforts to negotiate with respect to such matter, including at least one face-to-face meeting between business representatives of Landlord and Tenant.

(b) If the dispute has not been resolved within 30 days after such meeting, then the parties shall next attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or, if the American Arbitration Association no longer exists or provides mediation services, under the applicable rules or procedures of another recognized independent third-party organization then providing comparable mediation services ("Third Party Arbitration Service").

18.2 Procedure for Initial Appointment of Arbitrators. If any dispute has not been resolved pursuant to Section 18.1 within 90 days after the face-to-face meeting, either party may demand arbitration by notice to the other party setting forth the points in dispute and the name and address of the individual appointed by it to act as arbitrator. Within ten Business Days, the party so notified shall respond with a notice setting forth any additional points in dispute and the name and address of the individual appointed by it to act as arbitrator. Within ten Business Days after of the second party's response, the two arbitrators shall jointly select a third arbitrator and give both parties notice of the name and address of the third arbitrator.

18.3 Failure to Appoint; Appointment of Successors. If an arbitrator appointed as provided in Section 18.2 or any successor arbitrator appointed as provided in this Section 18.3 dies, fails or refuses to act, resigns or becomes disqualified, the party selecting such arbitrator shall appoint a successor to fill the vacancy and, in the event said party fails to do so within ten Business Days after demand by the other party, the latter may appoint the successor. If the vacancy involves an arbitrator appointed otherwise than by the parties, a successor shall be appointed in the same manner as the arbitrator he or she succeeds.

18.4 Individuals Qualifying as Arbitrators. No individual shall be appointed as an arbitrator unless that individual shall be a disinterested and impartial individual of recognized standing and experience in the area of commercial arbitration. If requested by either Landlord or Tenant, any individual so appointed must disclose any and all circumstances likely to affect such individual's impartiality and must affirm under oath either the lack of or existence of any such circumstances. Any party objecting to the appointment of any arbitrator based on such information shall notify the other party and the American Arbitration Association (or other Third-Party Arbitration Service) of such objection. The American Arbitration Association (or other Third-Party Arbitration Service) is hereby authorized to determine whether the arbitrator should be disqualified, and such determination shall be conclusive and binding on the parties.

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18.5 **Rules Governing Arbitration.** Whenever a dispute arises which, under the terms of this Lease, is to be determined by arbitration, the Commercial Arbitration Rules of the American Arbitration Association or, if applicable, the applicable rules of a Third-Party Arbitration Service, as in effect as of the date the proceeding is initiated shall apply and govern the arbitration proceeding and the interpretation and enforcement of awards resulting therefrom, except as modified by the provisions of this Article 18.

18.6 **Costs.** Landlord and Tenant, respectively, shall each pay the fees and out-of-pocket expenses of its own appointed mediator or arbitrator and one-half of the fees and out-of-pocket expenses of any third party mediator or arbitrator.

ARTICLE 19

APPRAISAL

19.1 **When Appraisals are to be Used; Procedure for Initial Appointment.**

(a) The procedures set forth in this Article 19 shall apply when Section 1.2 applies and when both Landlord and Tenant have attempted to negotiate in good faith with respect to Appraised Value but have been unable to reach agreement by the dates specified elsewhere in this Lease as to the Appraised Value of the Property.

(b) Landlord shall, at the time of delivery of its Purchase Option Notice, give notice ("First Notice") to the Condominium Association stating the name and address of its appraiser. Within 30 days after receipt of such notice, the Condominium Association shall give notice to Landlord, stating the name and address of its appraiser.

19.2 **Procedures for Appraisals by Parties' Appraisers and Third Appraiser.**

(a) Each appraiser shall separately, independently, and without consulting the other appraiser or obtaining any information with respect to the results of the other appraiser's appraisal, determine the Appraised Value. On or before the 60th day following appointment of the Second Party's appraiser, the two appraisers, shall exchange the results of their appraisals. Within 30 days thereafter the two appraisers shall meet and attempt in good faith to agree upon the Appraised Value. If no agreement is reached within 15 days following the date they actually meet (the "Appraisal Review Period") and the difference between their Appraised Values is less than or equal to five percent (5%) of the average of such appraisals, then the Appraised Value for purposes of this Section shall be such average. If not, immediately after the Appraisal Review Period those two appraisers shall appoint, in writing, a disinterested third appraiser ("Third Appraiser").

(b) Within 45 days after being appointed, the Third Appraiser shall, separately and independently, determine the Appraised Value. The first two appraisers may communicate with and provide the Third Appraiser with all written documentation that supports their respective appraisals (provided that copies of all such documentation are sent simultaneously to the other appraisers), but may not otherwise consult with the Third Appraiser. The three appraisals shall be added together and their total divided by three, and the resulting quotient shall be the Appraised Value for the purposes set forth in this Lease; provided, however, that if either of the initial appraisals is ten percent (10%) or more above or below such quotient, such appraisal shall be disregarded and the Appraised Value shall be the average of the remaining appraisals. If each of

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the initial appraisals is ten percent (10%) or more above or below such quotient, then the Appraised Value shall be the average of the three appraisals.

19.3 Appointment of Successors. The provisions of Section 18.3 shall also apply to the appointment of a successor appraiser if an appraiser appointed as provided in this Section 19.3 dies, fails or refuses to act, resigns or becomes disqualified.

19.4 Individuals Qualified as Appraisers. No individual shall be appointed as an appraiser unless the individual shall (i) be a real estate appraiser doing business in the Chicago metropolitan area having not less than ten years active experience in appraising comparable property in said area; (ii) be a member in good standing of the Illinois Chapter of the American Institute of Real Estate Appraisers, or any successor to such institute hereafter constituted exercising similar functions; and (iii) subscribe and swear to an oath to fairly and impartially determine the Appraised Value, before proceeding to make any such determination. In addition to the foregoing requirements, the Third Appraiser shall not have had during the five years prior to appointment hereunder any relationship with either Landlord or Tenant or their respective counsel or Affiliates or any other interest in the result of the appraisal reasonably likely to affect such individual's impartiality. Upon the request of either Landlord or Tenant, any individual appointed to act as the Third Appraiser shall be obligated to affirm under oath the lack of, or disclose under oath the existence of, any such relationships prior to accepting any appointment.

19.5 Basis for Determination of Appraised Value. For purposes of this Lease, the Appraised Value of the Property or any Unit shall be its fair market value as of the determination date. The Appraised Value shall be determined under such of the following assumptions as apply under the circumstances:

(a) In appraising the fair market value of the Units comprising the Property, the appraiser shall assume: (i) the Premises is comprised of the Land, the Appurtenant Rights and all other interests comprising the Premises; (ii) the Land is encumbered by the title exceptions listed on Exhibit B attached hereto; (iii) all utilities and public improvements are available at the perimeter of the Land; (iv) the Land is and will continue to be improved with those Buildings and other Improvements that exist on the date as of which a determination of Appraised Value is to be made; (v) no special deduction or adjustment shall be made for the environmental condition of the Property; and (vi) the continued operation of the Property as a residential condominium, but as a fee condominium (if still a leasehold condominium).

(b) An appraisal of the fair market value of an individual Unit shall be based on an arms-length sale of such Unit, and not on a bulk sale of all Units.

19.6 Payment of Expenses. Landlord and Tenant shall each pay the fee of its appraiser and one-half of the cost of any Third Appraiser.

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ARTICLE 20

SURRENDER OF PREMISES

If, and only if, Landlord purchases the Property pursuant to Section 1.2 or terminates this Lease pursuant to Section 16.2(a), Tenant shall surrender the Property to Landlord in good order, condition and repair (except for ordinary wear and tear), and free and clear of all tenancies and occupancies (other than those written leases or other agreements specifically permitted by this Lease or consented to in writing by Landlord) and free of all liens, encumbrances or restrictions other than those set forth in Exhibit B attached hereto, and as otherwise permitted by this Lease.

ARTICLE 21

QUIET ENJOYMENT

Landlord covenants that Initial Tenant, the Condominium Association and the Unit Owners, upon paying the Rent and all other charges required to be paid by Tenant hereunder and performing, observing and keeping all of the terms, covenants, conditions, agreements and obligations of this Lease on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without hindrance or molestation of anyone claiming by, through or under Landlord, subject, however, to the provisions of this Lease.

ARTICLE 22

LIMITATION OF LIABILITY

22.1 Landlord. The term "Landlord" as used in this Lease shall be limited to mean and include only the owner or owners of Landlord's Estate at the time any determination is made. In the event of any transfer of the Landlord's Estate, CHA (and in case of any subsequent transfer or conveyance, the grantor in any such transfer or conveyance) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all liability in respect of the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. Notwithstanding the foregoing, or any other provision contained in this Lease, Landlord's obligations under this Lease shall not constitute a personal obligation of Landlord or any of its officers, directors, shareholders, partners, members or officials or Board members, and Tenant or any other person claiming by, through or under Tenant will look solely to Landlord's Estate for satisfaction of any liability of Landlord in respect of this Lease and will not seek recourse against any other assets of Landlord or against any of its shareholders, partners, members, officers, directors or employees or officials or Board members.

22.2 Condominium Association. The obligations of the Condominium Association under this Lease shall not constitute a personal obligation of the members, officers, directors, employees, contractors or representatives of the Condominium Association; provided, however, that each Unit Owner shall be obligated to pay such Unit Owner's share of all common expenses pursuant to the Condominium Declaration.

22.3 Tenant. Except as provided in Section 22.4 with respect to Initial Tenant, notwithstanding the foregoing provisions of this Lease, Tenant's obligations shall not constitute a personal obligation of any of the members, managers, officers, directors, employees, contractors or representatives of Tenant and Landlord shall look solely to the Condominium Association for satisfaction of any liability of Tenant under this Lease with respect to the Converted Property. The Condominium

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Association shall promptly assess and collect from all Unit Owners, as part of the common expenses, all amounts that may become payable as Additional Rent. Any such amount not paid by a Unit Owner shall, to the fullest extent permitted under the Condominium Act, give rise to a lien against such Unit Owner's Unit, which the Condominium Association shall enforce in accordance with the Condominium Act if the Condominium Association does not have sufficient funds to perform its obligations under this Lease.

22.4 Initial Tenant. Initial Tenant, but not any partner, officer, director, shareholder or member of Initial Tenant, nor any employee or agent of any of the foregoing, shall be personally liable for payment or performance under this Lease, it being acknowledged that Landlord's exclusive rights and remedies hereunder shall be limited to Initial Tenant's interest in this Lease and the Improvements and any other asset of Initial Tenant and, to the extent provided for in this Lease, for the termination of this Lease and re-entry and possession of the Property. No deficiency judgment shall be sought or obtained against Initial Tenant or any partner, officer, director, shareholder or member of Initial Tenant, nor any employee or agent of any of the foregoing (collectively, "Exculpated Parties") for any amount due under this Lease; provided, however, that nothing contained herein shall either relieve the Exculpated Parties from personal liability and responsibility, or limit Landlord's other rights and remedies against the Initial Tenant hereunder, either at law or in equity: (i) for fraudulent acts; (ii) for the fair market value of any personal property or fixtures removed or disposed of from the Property in violation of the terms of this Lease; (iii) for waste committed by Initial Tenant with respect to the Property; (iv) for insurance proceeds and condemnation awards received by Initial Tenant and not handled in the manner required by this Lease; and (v) for any rents or other income from the Property received by Initial Tenant after an Event of Default under this Lease and not applied to the performance of Initial Tenant's obligations under this Lease or with respect to the Project.

22.5 Leasehold Mortgagees. A Leasehold Mortgage shall not operate to assign or transfer, other than as collateral security, the Tenant's Leasehold Estate to the Leasehold Mortgagee, nor shall any Leasehold Mortgagee, as such, be deemed an assignee or transferee of the Tenant's Leasehold Estate so as to require the Leasehold Mortgagee, as such, to assume the performance of any obligation of Tenant hereunder. In addition, the consent of Landlord shall not be required for any sale of the Tenant's Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of the Tenant's Leasehold Estate in lieu of the foreclosure of any such Leasehold Mortgage. However, any purchaser at a foreclosure sale and assignee or transferee in lieu of the foreclosure of a Leasehold Mortgage shall have all of the rights and obligations of Tenant for so long as such purchaser, assignee or transferee remains the owner of the Tenant's Leasehold Estate. For purposes of this Section 22.5, the purchaser, assignee or transferee shall be deemed to become the owner upon the earlier to occur of: (i) the entry of an order confirming the sale of the Tenant's Leasehold Estate pursuant to a judgment of foreclosure and the expiration of all applicable redemption and reinstatement periods; (ii) the issuance of an order placing the Leasehold Mortgagee or its designee in possession; (iii) the issuance of an order appointing a receiver with respect to the Tenant's Leasehold Estate; and (iv) the voluntary transfer of the Tenant's Leasehold Estate by Tenant to the Leasehold Mortgagee or its designee by a deed or other transfer in lieu of foreclosure.

ARTICLE 23

NOTICES

23.1 Manner of Providing Notices. All notices and other communications in connection with this Lease shall be in writing, and any notice or other communication shall be deemed delivered to the addressee thereof (i) when actually delivered at the address set forth below for such addressee, or (ii) one day after deposit with a reputable overnight courier service providing delivery receipts, delivery charges prepaid, or (iii) three days after deposit thereof in any main or branch United States post office

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certified or registered mail, postage prepaid, return receipt requested, in each case, properly addressed to the parties, respectively, as follows:

For notices and communications to Landlord:

Chicago Housing Authority
626 West Jackson Boulevard, 7th Floor
Chicago, Illinois 60661
Attention: Chief Executive Officer

with copies to: Chicago Housing Authority
Office of the General Counsel
200 West Adams Street, Suite 2100
Chicago, Illinois 60606
Attention: General Counsel

For notices and communications to Initial Tenant:

Granite Partners for Oakwood Boulevard LLC c/o Granite Development
(Master) Corporation
330 South Wells Street
Suite 400
Chicago, Illinois 60606
Attention: Joseph Williams

with a copy to: DLA Piper Rudnick Gray Cary
203 North LaSalle Street
Chicago, Illinois 60601
Attn: Robert H. Goldman, Esq.

and, so long as it is
a Leasehold Mortgagee,
to:

Citibank, F.S.B.
5th Floor, REG/CCDE
500 West Madison Street
Chicago, Illinois 60661
Attention: Sonya Prear

and, during the term of
the TIF Redevelopment
Agreement, to:

City of Chicago
Department of Housing
33 North LaSalle Street, 2nd Floor
Chicago, Illinois 60602
Attention: Commissioner
cc: Manager of Special Finance

with copies to: City of Chicago
Department of Law
Finance and Economic Development Division

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121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel

and:

City of Chicago
Department of Finance
121 North LaSalle Street, Room 501
Chicago, Illinois 60602
Attention: City Comptroller

Copies of notices to parties other than Landlord or Tenant are for information purposes only; and a failure of any person to send or receive any such copy shall not affect the validity of notice otherwise given to Landlord or Tenant in compliance with the provisions of this Article. Copies of notices may be sent by first class mail. Until the Property has been Converted, copies of all notices to Landlord shall be sent to the Receiver at:

The Habitat Company LLC
350 W. Hubbard Street
Chicago, IL 60610
Attn: General Counsel.

23.2 Changes of Address or Addressee. By notice complying with the requirements of Section 23.1, each party shall have the right to change the address or addressee, or both, for all future notices and communications and payments to such party or for copies of notices provided for above, but no such notice shall be effective until actually received by the other party. After the Turn-Over Date, the Board of Managers of the Condominium Association shall be added as a notice party. So long as Initial Tenant (or an Affiliate of Initial Tenant) has an interest in this Lease or the Premises, any notices to Tenant shall also be sent to Initial Tenant.

ARTICLE 24

RIGHTS OF UNIT MORTGAGEES

24.1 Notices to Unit Mortgagees. Landlord, simultaneously with the giving of any notice of any Event of Default by the Condominium Association shall give a duplicate copy thereof to any Unit Mortgagee that has given notice of its Unit Mortgage to Landlord in the manner provided in Article 23, which notice shall include the name and address of such Unit Mortgagee and a certified copy of such Unit Mortgagee's Unit Mortgage. No such Event of Default notice to the Condominium Association shall be effective unless and until a copy of such notice is given to each such Unit Mortgagee in the manner provided pursuant to Article 23.

24.2 Right to Cure Event of Default. If an Event of Default by the Condominium Association under Section 16.1(a)(ii) occurs, each Unit Mortgagee will have a period of time equal to the cure period given the Condominium Association pursuant to Section 16.1(a)(ii), plus a reasonable additional period of time (if necessary after taking into account the cure period provided for in Article 16), for remedying such Event of Default or causing the same to be remedied pursuant to Article 16, and Landlord shall accept such performance on the part of such Unit Mortgagee as though the same had been done or performed by the Condominium Association.

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24.3 Cooperation by Landlord. Landlord agrees to cooperate in good faith with any Unit Owner and any Unit Mortgagee in connection with such Unit Owner's financing and will agree to execute such documents or amendments to this Lease as may be required to reflect any Unit Mortgagee's rights and obligations hereunder, provided Landlord, in its sole and absolute discretion, determines that such documents or amendments will not adversely affect or diminish Landlord's rights hereunder.

24.4 Proceeds From Condemnation; Damage and Restoration. No provisions of this Lease shall be deemed to give a Unit Owner or any other party priority over the rights of the Unit Mortgagee pursuant to its Unit Mortgage in the case of a distribution to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit or (in the case of condemnation awards only) the Common Elements, or any portion thereof or interest therein. In such event the Unit Mortgagee of the Unit affected shall be entitled, upon specific written request, to timely written notice of any such loss. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any Condemnation Proceeding or is otherwise sought to be acquired by a condemning Governmental Authority, then the Unit Mortgagee of the Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of this Lease will entitle the Unit Owner of such Unit or other party to priority over such Unit Mortgagee with respect to the distribution of the proceeds of any award or settlement with respect to such Unit.

24.5 Rights Inure to Unit Mortgagee. This Article 24 and all rights and benefits hereunder shall be solely for the benefit of any Unit Mortgagee, its successors and assigns, and no such rights or benefits shall inure to Tenant or its successors and assigns. To the extent, if at all, that any other provisions of this Lease conflict with the provisions of this Article 24, the provisions of this Article 24 shall control.

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.1 No Interest on Deposited Funds. Landlord has no obligation to invest any funds deposited by Tenant with Landlord under any provision of this Lease.

25.2 Partial Invalidity. If any term or provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Lease to the greatest extent not prohibited by law.

25.3 Covenants. Provisions setting forth obligations or conditions to be performed or observed by Landlord or Tenant shall be construed as covenants by such party to perform or observe the same.

25.4 Remedies. Except as otherwise specifically set forth in Articles 10 and 16 or where mediation or arbitration are required under this Lease, the specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be entitled as herein provided in case of any breach or threatened breach by either of them or any provision of this Lease. Further, Landlord and Tenant acknowledge that any remedy at law for any such breach or threatened breach may be inadequate. Accordingly, Landlord and Tenant agree that, in addition to the other remedies provided in this Lease, each shall be entitled to seek the restraint by injunction of the violation, or attempted or threatened

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violation, of any of the terms, covenants, conditions, obligations, agreements or provisions of this Lease (including for the purpose of maintaining the *status quo* during mediation or arbitration) or to seek a decree compelling performance of any of the same.

25.5 Consents, Amendments and Waivers. The failure of Landlord or Tenant to insist, in any one or more cases, upon the strict performance of any of the provisions of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of such provision, right or option. A receipt by Landlord of any sums due and owing with knowledge of the breach of any term, condition, obligation, covenant, agreement or provision contained in this Lease shall not be deemed a waiver of such breach, and no waiver, change, amendment, modification or discharge by either party hereto of this Lease or of any provision in this Lease, no surrender of the leasehold estate hereby created, and no agreement to effect the same or any abandonment of this Lease in whole or in part shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Landlord and Tenant or by the party against whom enforcement of the same is sought. No provision of this Lease affecting the rights, duties, powers or obligations of Initial Tenant may be waived, changed, amended, modified or discharged without the prior written consent of Initial Tenant, which consent may be withheld or conditioned in Initial Tenant's sole and absolute discretion. Neither the provisions of Section 10.2 or 16.1, nor any other provisions of this Lease that grant any rights to Leasehold Mortgagees, may be waived, changed, amended, modified or discharged without the prior written consent of such persons or entities. This Lease may not be amended or modified without the prior written consent of all Leasehold Mortgagees, if any. Neither the provisions of Article 24 nor any other provisions of this Lease that grant any rights to the Unit Mortgagees may be waived, changed, amended, modified or discharged without the prior written consent of all Unit Mortgagees. Landlord shall enter into such amendments to this Lease as may be reasonably requested by a Leasehold Mortgagee, provided such amendment does not, in Landlord's sole and absolute discretion, materially adversely affect the rights or obligations of Landlord under this Lease.

25.6 Special Amendment. Landlord and Tenant agree to record a special amendment to this Lease at any time and from time to time and from time to time which amends this Lease (i) to comply with requirements of the primary and secondary mortgage market participants identified in Section 8.8, or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units; provided that no such amendment materially limits, restricts or otherwise materially adversely affects or diminishes Landlord's rights under this Lease or imposes additional duties or obligations on Landlord, in each case as reasonably determined by Landlord.

25.7 Article and Section Headings. The headings, titles and captions of this Lease are inserted only as a matter of convenience and reference and in no way define, extend, limit or describe the scope or intent of this Lease.

25.8 Table of Contents. The table of contents preceding this Lease is only for the purpose of convenience and reference and in no way defines, extends, limits or describes the scope or intent of this Lease.

25.9 Executed Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original.

25.10 Governing Law. This Lease shall be construed and enforced in accordance with the law of the State of Illinois (without reference to conflicts of laws principles or choice of law doctrine).

25.11 Sundays and Holidays. Whenever the date for the performance of any term, condition, obligation, covenant, agreement or provision required or provided under this Lease falls on a Saturday,

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Sunday or legal holiday in the jurisdiction in which the Premises are located, such date shall be extended to the next succeeding Business Day.

25.12 Successors and Assigns. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of the successors and assigns of the respective parties hereto, and the same shall be construed as covenants running with the Land.

25.13 Plurals; Gender. Whenever used in this Lease, the singular number shall include the plural; the plural, the singular; and the use of any gender shall be applicable to all genders.

25.14 Time of Essence. Time is of the essence with respect to this Lease and each and every term, condition, obligation, covenant, agreement or provision contained herein.

25.15 Recording of Lease. Landlord and Tenant shall execute, acknowledge and deliver this Lease and shall cause this Lease to be recorded in the Office of the Recorder of Cook County, Illinois.

25.16 Landlord and Tenant Not Partners. Nothing contained in this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or to cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

25.17 Mutual Cooperation. Landlord and Tenant shall do all things necessary or appropriate to carry out the terms and provisions of this Lease and to aid and assist each other in carrying out the terms and objectives of this Lease and the intentions of Landlord and Tenant as reflected by said terms, including without limitation the giving of such notices, seeking the holding of, and participating in, public hearings, seeking and securing the enactment by the City of resolutions and ordinances and the taking of such other actions as may be necessary to enable Landlord's and Tenant's compliance with the terms and provisions of this Lease and as may be necessary to give effect to the terms and objectives of this Lease and the intentions of Landlord and Tenant as reflected by said terms.

25.18 No Merger. So long as any Leasehold Mortgage is in existence, except for the reversion or reconveyance of title in the Land to Landlord as a result of the expiration or sooner termination (in whole or in part) of this Ground Lease, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Land and the Leasehold Estate of Tenant therein created by this Lease shall not merge, but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant, or by a third party, by purchase or otherwise.

25.19 No Voluntary Surrender. Except for a voluntary surrender by Tenant of this Lease and/or possession of the Land in connection with the exercise by Landlord of its remedies under this Lease upon the occurrence of a Default by Tenant, Landlord shall not accept a voluntary surrender of this Lease at any time when the Leasehold Estate is encumbered by the a Leasehold Mortgage.

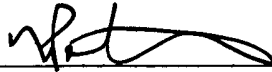
25.20 Authority to Execute. Each party hereto represents and warrants to the other that it has the requisite power and authority to execute and deliver this Lease and to legally bind such party as set forth in this Lease.

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WITNESS the due execution of this Lease by Landlord and Tenant as of the day and year first above written.

LANDLORD:

Chicago Housing Authority, an Illinois municipal corporation

By: 
Terry Peterson
Chief Executive Officer

TENANT:

Granite Partners for Oakwood Boulevard, LLC, a Illinois limited liability company

By: _____
Joseph A. Williams, as sole Trustee under the Joseph A. Williams Living Trust dated March 28, 1995, as the same may have been amended from time to time, its Member

Property of Cook County Clerk's Office

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WITNESS the due execution of this Lease by Landlord and Tenant as of the day and year first above written.

LANDLORD:

Chicago Housing Authority, an Illinois
municipal corporation

By: _____
Terry Peterson
Chief Executive Officer

TENANT:

Granite Partners for Oakwood Boulevard, LLC,
a Illinois limited liability company

By: *Joseph A. Williams*
Joseph A. Williams, as sole Trustee under
the Joseph A. Williams Living Trust dated
March 28, 1995, as the same may have been
amended from time to time, its Member

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)

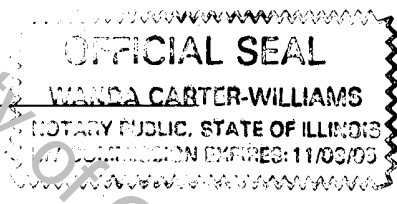
) ss.

COUNTY OF COOK)

I, Wanda Carter-Williams, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Peterson, the Chief Executive Officer of Chicago Housing Authority, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14 day of November, 2005.

Wanda Carter-Williams
Notary Public



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ACKNOWLEDGMENT

STATE OF ILLINOIS)

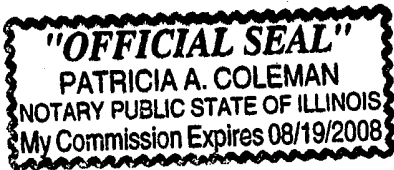
) ss.

COUNTY OF COOK)

I, Patricia A. Coleman, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Joseph A. Williams, as sole Trustee under the Joseph A. Williams Living Trust dated March 28, 1995, as a member of Granite Partners for Oakwood Boulevard LLC, an Illinois limited liability company, in its capacity as a member personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Granite Partners for Oakwood Boulevard, LLC, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 2nd day of November, 2005.

Patricia A. Coleman
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOT 75 EXCEPT THE SOUTH 49.99 FEET THEREOF (AS MEASURED ALONG THE EAST LINE THEREOF) IN MADDEN-WELLS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34 AND FRACTIONAL SECTION 35, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2004 AS DOCUMENT NUMBER 0408445058, IN COOK COUNTY, ILLINOIS.

P.I.N: 17-34-419-012

Address: E. 38th Street & S. Langley Ave
Chicago, IL

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EXHIBIT B

PERMITTED LIENS

1. Reservation by the City of Chicago as contained in the vacation ordinance recorded August 7, 1958 as document 17283170.
2. Covenants pertaining to non-discrimination and uses contained in Quit Claim Deed from City of Chicago to Chicago Housing Authority dated October 21, 1969 and recorded October 27, 1969 as document number 20996641 and in Quit Claim Deed from City of Chicago to Chicago Housing Authority dated March 2, 1972 and recorded March 7, 1972 as document number 21827773 and the terms and provisions thereof.
3. Rights to use and maintain existing facilities located on the land as described below, together with right of access thereto, as disclosed by survey of the land prepared by Gremley & Biedermann, Order No. 2004-01731-011, dated August 30, 2004, and last certified October 28, 2005: (a) Transformer pad located on Lot 28; (b) Concrete walk, storm catch basin and electric light pole located on Lot 43; and (c) Electric light poles located in part on Lots 59 and 63.
4. Mortgage, Security Agreement and Fixture Filing dated November 2, 2005 and any other recorded loan documents by the Developer to Citibank, F.S.B., to secure Lender Financing of \$36,000,000.00.
5. This For-Sale Ground Lease to be executed by the Developer and the Chicago Housing Authority.

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EXHIBIT C

DESCRIPTION OF PLANS AND SPECIFICATIONS

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RicGerard Associates Architects
 2110 N. Sheffield
 Chicago, IL 60657

PROJECT NAME

JOB #
 REVISED DATE

SHEET NO.	DESCRIPTION	ISSUED PART II	ISSUED FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION	REVISION NUM. ER	REVISION DATE
ARCHITECTURAL							
AO-1	LIST OF DRAWINGS, EXTERIOR MATERIAL CHARTS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
AO-2	SITE PLAN, BUILDING ADDRESSES, LEGENDS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
AO-3	PROJECT & BUILDING SUMMARIES	1/14/2005	1/14/2005	1/14/2005	11/7/2005	3	
AO-4	INDIVIDUAL SITE PLANS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	3	
AO-5	LIFE SAFETY REQUIREMENTS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
AO-6	NOTES & SPECIFICATIONS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
AO-7	NOTES & SPECIFICATIONS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
AO-8	NOTES & SPECIFICATIONS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
CIVIL							
C-1	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-2	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-3	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-4	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-5	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-6	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-7	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-8	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-9	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
C-10	SITE GRADING, SEWER, AND WATER PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
LANDSCAPE							
L-1	PLANTING PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
L-2	PLANTING DETAILS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
ARCHITECTURAL							
A1-1	FLOOR PLANS, EXT. FIRE DIAGRAM - BLDG. AA - 3,4,5,6,7 & 8	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A1-2	FLOOR PLANS, EXT. FIRE DIAGRAM - BLDG. AA - 1 & 2	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A1-3	FLOOR PLANS - BLDG. B - UNIT 01 & 08, ROOF PLAN	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
A1-4	FLOOR PLANS - BLDG. B - UNIT'S 02,03,04,06 & 07	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
A1-5	FLOOR PLANS, EXT. FIRE DIAGRAM - BLDG. B - UNIT 05	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1,2	03/04/05, 11/07/05
A1-6	ROOF PLAN, EXT. FIRE DIAGRAM, FLOOR PLANS - BLDG. D	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1,2,3	03/04/05, 11/07/05, 11/7/2005
A1-7	FLOOR PLANS - BLDG. D	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A1-8	1ST & 2ND FLOOR PLAN - BLDG. E	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A1-9	3RD FLOOR & ROOF PLAN - BLDG. E	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
A1-10	1ST & 2ND FLOOR PLAN - BLDG. F	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A1-11	3RD FLOOR & ROOF PLAN - BLDG. F	1/14/2005	1/14/2005	1/14/2005	11/7/2005	2	
A1-12	BLDG. AA & B GARAGE PLANS AND ELEVATIONS	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-1	ELEVATIONS - BLDG. AA	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-2	ELEVATIONS - BLDG. B	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-3	ELEVATIONS - BLDG. D	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-4	ELEVATIONS - BLDG. D	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-5	ELEVATIONS - BLDG. E	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A2-6	ELEVATIONS - BLDG. F	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A3-1	SCHEMATIC BUILDING SECTION - BLDG. AA	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1,3	03/04/05, 11/7/2005
A3-2	SCHEMATIC BUILDING SECTION - BLDG. B	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A3-3	SCHEMATIC BUILDING SECTION - BLDG. D	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A3-4	SCHEMATIC BUILDING SECTION - BLDG. E	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	
A3-5	SCHEMATIC BUILDING SECTION - BLDG. F	1/14/2005	1/14/2005	1/14/2005	11/7/2005	1	

LR01/Drawing&Revisions/Draw2.klx
 Printed 11/17/2005

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FitzGerald Associates Architects
 3110 N. Sheffield
 Chicago, IL 60657

PROJECT NAME

JOB #
 REVISED DATE

SHEET NO.	DESCRIPTION	ISSUED PART II	ISSUED FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION	REVISION NUMB. & R.	REVISION DATE
A3-6	WALL SECTIONS - BLDG 'A'		1/14/2005	1/14/2005	1/17/2005		
A3-7	WALL SECTIONS - BLDG 'A'		1/14/2005	1/14/2005	1/17/2005		
A3-8	WALL SECTIONS - BLDG 'A'		1/14/2005	1/14/2005	1/17/2005	1	3/4/2005
A3-9	WALL SECTIONS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
A3-10	WALL SECTIONS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
A3-11	WALL SECTIONS - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005	3	11/7/2005
A3-12	WALL SECTIONS - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005	3	11/7/2005
A3-13	WALL SECTIONS - BLDG 'E' & 'F'		1/14/2005	1/14/2005	1/17/2005		
A3-14	WALL SECTIONS - BLDG 'E' & 'F'		1/14/2005	1/14/2005	1/17/2005	1.3	03/04/05, 11/7/2005
A3-15	WALL SECTIONS - BLDG 'E' & 'F'		1/14/2005	1/14/2005	1/17/2005		
A4-1	PARTITION, DOOR, WINDOW & ROOM FINISH SCHEDULES		1/14/2005	1/14/2005	1/17/2005		
A4-2	INTERIOR HEAD, JAMB & SILL DETAILS, FIREPLACE DETAILS		1/14/2005	1/14/2005	1/17/2005	1	3/4/2005
A4-3	SECTION DETAILS		1/14/2005	1/14/2005	1/17/2005		
A4-4	SECTION & PLAN DETAILS		1/14/2005	1/14/2005	1/17/2005		
A4-6	ROOF DETAILS		1/14/2005	1/14/2005	1/17/2005	1.2, 3	03/04/05, 11/07/05, 11/7/2005
A4-7	ELEVATION DETAILS		1/14/2005	1/14/2005	1/17/2005	1.2	03/04/05, 11/07/05
A4-8	ELEVATION DETAILS		1/14/2005	1/14/2005	1/17/2005	2	11/7/2005
A4-9	CANOPY DETAILS		1/14/2005	1/14/2005	1/17/2005	2	11/7/2005
A4-10	CANOPY AND TRASH ENCLOSURE DETAILS		1/14/2005	1/14/2005	1/17/2005		
A4-11	EXTERIOR DETAILS		1/14/2005	1/14/2005	1/17/2005		
A5-1	ACCESSIBILITY NOTES & DETAILS		1/14/2005	1/14/2005	1/17/2005		
A5-2	ACCESSIBLE KITCHEN AND PLANS & ELEVATIONS		1/14/2005	1/14/2005	1/17/2005		
A5-3	ACCESSIBLE KITCHEN AND PLANS & ELEVATIONS		1/14/2005	1/14/2005	1/17/2005		

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PROJECT NAME

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SHEET NO.	DESCRIPTION	ISSUED PART II	ISSUED FOR FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION	REVISION NUMBER	REVISION DATE
STRUCTURAL							
S0-0	GENERAL NOTES - BLDG AA, B & D GENERAL NOTES - BLDG E & F		1/14/2005 1/14/2005	1/14/2005 1/14/2005	11/7/2005 11/7/2005		
S1-1	FDN, 1ST, 2ND & ROOF FRAMING PLAN - BLDG - AA-3,4,5,6,7&8		1/14/2005	1/14/2005	11/7/2005		
S1-2	FDN, 1ST, 2ND & ROOF FRAMING PLAN - BLDG - AA-1 & 2		1/14/2005	1/14/2005	11/7/2005		
S1-3	FDN, BSMT & 1ST FLOOR FRAMING PLANS - BLDG B-1		1/14/2005	1/14/2005	11/7/2005		
S1-4	2ND FLOOR & ROOF FRAMING PLANS		1/14/2005	1/14/2005	11/7/2005		
S1-5	FDN, 1ST, 2ND & ROOF FRAMING PLANS - BLDG - D-1,2,3 & 4		1/14/2005	1/14/2005	11/7/2005		
S1-6	FDN, 1ST & 2ND FLOOR FRAMING PLANS - BLDG - E-1		1/14/2005	1/14/2005	11/7/2005		
S1-7	3RD FLOOR & ROOF FRAMING PLANS		1/14/2005	1/14/2005	11/7/2005		
S1-8	FDN, 1ST & 2ND FLOOR FRAMING PLANS - BLDG - F-1		1/14/2005	1/14/2005	11/7/2005		
S1-9	3RD FLOOR & ROOF FRAMING PLANS - F-1		1/14/2005	1/14/2005	11/7/2005		
S1-10	FDN & ROOF FRAMING PLANS - GARAGE		1/14/2005	1/14/2005	11/7/2005		
S2-1	FDN, SECTIONS & DETAILS - BLDG AA, B & D		1/14/2005	1/14/2005	11/7/2005		
S2-2	FDN SECTIONS & DETAILS - BLDG - E & F		1/14/2005	1/14/2005	11/7/2005		
S3-1	SECTIONS & DETAILS - BLDG AA, B & D		1/14/2005	1/14/2005	11/7/2005		
S3-2	SECTIONS & DETAILS - BLDG E & F		1/14/2005	1/14/2005	11/7/2005		
S3-3	SHEAR WALL ELEVATIONS & DETAILS		1/14/2005	1/14/2005	11/7/2005		
S4-1	STAIR PLANS & DETAILS		1/14/2005	1/14/2005	11/7/2005		

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MECHANICAL							
M0-1	MECHANICAL NOTES & DIAGRAMS		1/14/2005	1/14/2005	1/17/2005		
M1-1	BUILDING AA-3,4,5,6,7 & 8 HVAC PLANS		1/14/2005	1/14/2005	1/17/2005		
M1-2	BUILDING AA-1 & 2 HVAC PLANS		1/14/2005	1/14/2005	1/17/2005		
M1-3	HVAC BASEMENT & 1ST FLOOR PLAN - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
M1-4	HVAC BASEMENT & 1ST FLOOR PLAN - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
M1-5	HVAC 2ND FLOOR & ROOF PLAN - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
M1-6	HVAC 2ND FLOOR & ROOF PLAN - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
M1-7	HVAC 1ST FLOOR PLAN - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
M1-8	HVAC 2ND FLOOR PLAN - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
M1-9	HVAC ROOF PLAN - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
M1-10	HVAC 1ST & 2ND FLOOR PLAN - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
M1-11	HVAC 3RD FLOOR & ROOF PLAN - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
M1-12	HVAC 1ST & 2ND FLOOR PLAN - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		
M1-13	HVAC 3RD FLOOR & ROOF PLAN - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		
M2-1	HVAC SCHEDULES - BLDG 'AA'		1/14/2005	1/14/2005	1/17/2005		
M2-2	HVAC SCHEDULES - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
M2-3	HVAC SCHEDULES - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
M2-4	HVAC SCHEDULES - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
M2-5	HVAC SCHEDULES - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		
M3-1	VENT SCHEDULES						
PLUMBING							
P0-1	PLUMBING DETAILS & NOTES		1/14/2005	1/14/2005	1/17/2005		
P1-1	PLUMBING PLANS - BLDG AA-3,4,5,6,7 & 8		1/14/2005	1/14/2005	1/17/2005		
P1-2	PLUMBING PLANS - BLDG AA-1 & 2		1/14/2005	1/14/2005	1/17/2005		
P1-3	BASEMENT & 1ST FLOOR PLUMBING PLANS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P1-4	BASEMENT & 1ST FLOOR PLUMBING PLANS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P1-5	2ND FLOOR & ROOF PLUMBING PLANS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P1-6	2ND FLOOR & ROOF PLUMBING PLANS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P1-7	1ST FLOOR PLUMBING PLANS - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
P1-8	2ND FLOOR PLUMBING PLANS - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
P1-9	ROOF PLUMBING PLANS - BLDG 'D'		1/14/2005	1/14/2005	1/17/2005		
P1-10	1ST & 2ND FLOOR PLUMBING PLANS - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
P1-11	3RD FLOOR & ROOF PLUMBING PLANS - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
P1-12	1ST & 2ND FLOOR PLUMBING PLANS - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		
P1-13	3RD FLOOR & ROOF PLUMBING PLANS - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		
P2-1	PLUMBING RISER DIAGRAMS - BLDG 'AA'		1/14/2005	1/14/2005	1/17/2005		
P2-2	PLUMBING RISER DIAGRAMS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P2-3	PLUMBING RISER DIAGRAMS - BLDG 'B'		1/14/2005	1/14/2005	1/17/2005		
P2-4	PLUMBING RISER DIAGRAMS - BLDG 'E'		1/14/2005	1/14/2005	1/17/2005		
P2-5	PLUMBING RISER DIAGRAMS - BLDG 'F'		1/14/2005	1/14/2005	1/17/2005		

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SHEET NO.	DESCRIPTION	ISSUED PART II	ISSUED FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION	REVISION NUMBER	REVISION DATE
ELECTRICAL	ELECTRICAL NOTES & SYMBOLS		1/14/2005	1/14/2005	11/7/2005		
E1-1	ELECTRICAL PLANS - BLDG AA-3,5,6,7 & 8		1/14/2005	1/14/2005	11/7/2005		
E1-2	ELECTRICAL PLANS - BLDG AA-1 & 2		1/14/2005	1/14/2005	11/7/2005		
E1-3	BASMENT & 1ST FLOOR ELECTRICAL PLANS - BLDG 'B'		1/14/2005	1/14/2005	11/7/2005		
E1-4	BASMENT & 1ST FLOOR ELECTRICAL PLANS - BLDG 'B'		1/14/2005	1/14/2005	11/7/2005		
E1-5	2ND FLOOR & ROOF ELECTRICAL PLAN - BLDG 'B'		1/14/2005	1/14/2005	11/7/2005		
E1-6	2ND FLOOR & ROOF ELECTRICAL PLAN - BLDG 'B'		1/14/2005	1/14/2005	11/7/2005		
E1-7	1ST FLOOR ELECTRICAL PLANS - BLDG 'D'		1/14/2005	1/14/2005	11/7/2005		
E1-8	2ND FLOOR ELECTRICAL PLANS - BLDG 'D'		1/14/2005	1/14/2005	11/7/2005		
E1-9	ROOF ELECTRICAL PLANS - BLDG 'D'		1/14/2005	1/14/2005	11/7/2005		
E1-10	1ST & 2ND FLOOR ELECTRICAL PLANS - BLDG 'E'		1/14/2005	1/14/2005	11/7/2005		
E1-11	3RD FLOOR & ROOF PLANS - BLDG 'E'		1/14/2005	1/14/2005	11/7/2005		
E1-12	3RD FLOOR & ROOF PLANS - BLDG 'F'		1/14/2005	1/14/2005	11/7/2005		
E1-13	3RD FLOOR & ROOF PLANS - BLDG 'F'		1/14/2005	1/14/2005	11/7/2005		
E2-1	RISER DIAGRAMS & SCHEDULES - BLDG 'AA'		1/14/2005	1/14/2005	11/7/2005		
E2-2	RISER DIAGRAMS & SCHEDULES - BLDG 'B'		1/14/2005	1/14/2005	11/7/2005		
E2-3	RISER DIAGRAMS & SCHEDULES - BLDG 'D'		1/14/2005	1/14/2005	11/7/2005		
E2-4	RISER DIAGRAMS & SCHEDULES - BLDG 'E'		1/14/2005	1/14/2005	11/7/2005		
E2-5	RISER DIAGRAMS & SCHEDULES - BLDG 'F'		1/14/2005	1/14/2005	11/7/2005		
EMERGENCY							
EM1-1	E-1 EMERGENCY PLANS		1/14/2005	1/14/2005	11/7/2005		
EM1-2	F-1 EMERGENCY PLANS		1/14/2005	1/14/2005	11/7/2005		

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EXHIBIT D

MIXED FINANCE INSURANCE REQUIREMENTS (CONSTRUCTION PERIOD)

The Tenant shall, contemporaneously with the execution and delivery of this Ground Lease, and prior to taking possession of the Premises under this Ground Lease, procure and maintain, directly or through the General Contractor, for the Project, at all times the types of insurance specified below in order to protect the Landlord, its Commissioners, Board, officers, agents and employees, (collectively, the "Authority") and the Receiver, in its capacity as Receiver, from the acts, omissions and negligence of the Tenant, General Contractor, its officers, officials, subcontractors, joint venture partners, agents or employees with regard to such Development. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A" except where noted. The insurance provided shall cover all operations under the Agreement, whether performed by the Tenant, General Contractor or by any subcontractor.

A. Required Insurance Coverages for Tenant:

1. **Builder's Risk.** The Tenant shall provide directly, on behalf of the Contractor and Subcontractors, for each Development, an All Risk Builder's Risk Insurance policy in accordance with HUD's 5370 form (paragraph 36b) covering new construction, improvements, betterments, and/or repairs, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. The Authority shall be named as loss payee.
2. **General Liability Insurance.** General Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Personal & Advertising Injury and will also cover injury to Tenant's and General Contractor's respective officers, employees, agents, subcontractors, invitees and guests and their personal property. The Authority and Receiver are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Authority and/or Receiver.
3. **Excess Liability*.** The Tenant shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000). This coverage will be excess of the General Liability, Auto Liability and Employer's Liability coverage. The Tenant's coverage will follow-form for all primary, liability and employers' liability coverages.
4. **Professional Liability (Errors & Omissions).** The Tenant shall require any architects and engineers of record, construction manager, property manager, security companies and/or other professional consultants who perform work in connection with the Development to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions shall be maintained by prime consultants with limits of not less than Two Million (\$2,000,000) per occurrence and by sub-consultants with limits of not less than Five Hundred Thousand (\$500,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Required Insurance Coverage for General Contractor:

1. **General Liability Insurance.** Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Per Project aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). Included without limitation, the

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following coverages: Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractors' Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Agreement, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations; Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury. The Authority, Receiver and Tenant ("Additional Insureds"), are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds.

Products-Completed Operations. General Contractor and subcontractors shall procure and maintain such insurance (and require subcontractor's subcontractors of any tier to procure and maintain) until expiration of the Arches at Oakwood Boulevard Project's warranty period and, with regard to Products/Completed Operations coverage for two (2) years after final completion of the Work.

It is further agreed that the coverage afforded to the Additional Insureds shall exclude indemnification of the architect for claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architects, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2. **Excess Liability***. The General Contractor shall secure Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000) Per Occurrence. This coverage will be excess of the General Liability, Auto Liability and Employers Liability coverages. The General Contractor's insurance coverage will be excess of all subcontractors with which it contracts to provide services for this development. The Authority, Receiver and the Tenant are to be endorsed as additional insureds on the General Contractor's Excess Liability policy. Subcontractor's excess limits will be determined by the General Contractor as they deem appropriate.

Product Completed Operations. General Contractor and subcontractors shall procure and maintain such insurance (and require subcontractor's subcontractors of any tier to procure and maintain) until expiration of the Arches at Oakwood Boulevard Project's warranty period and, with regard to Products/Completed Operations coverage for two (2) years after final completion of the Work.

3. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) is used in connection with the construction to be performed for such Development Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage shall be provided. The Authority, Receiver and the Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other available insurance available to the Additional Insureds.
4. **Workers Compensation and Occupational Disease Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
5. **Lead/Asbestos Abatement Liability.** When any lead and/or asbestos abatement liability work is performed in connection with the contract, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000) per occurrence insuring bodily injury, property damage and environmental clean-up. The Authority, Receiver and the

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Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Authority and/or Receiver. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6. **Contractor's Pollution Liability.** The General Contractor shall require a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability, and property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract, whether such activities be by the General Contractor or by any of his subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. The Authority and Receiver are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Authority and/or Receiver.
7. **Railroad Protective Liability Insurance.** When, in connection with a Development, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the General Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Six Million Dollars (\$6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

- C. **Evidence of Insurance.** Within five days of initial construction closing disbursement on the Project and prior to the commencement of construction activities, the Tenant directly or through the General Contractor shall furnish the Authority and/or Receiver, for record keeping purposes only, with satisfactory evidence that the Tenant, General Contractor and subcontractors have the insurance coverages set forth above. The Tenant and/or General Contractor shall be required to ensure that all subcontractors comply with the Authority's minimum coverage requirements. It is the responsibility of the Tenant and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with that provide services to this Development. At closing, final draft certificates of insurance records previously approved by the Authority must be delivered. Post closing, certificates must be made available for review by the Authority and/or Receiver within twenty-four (24) hours of being requested. Said coverages shall not be modified, canceled, non-renewed, or permitted to lapse until final completion and approval of the performance of the General Contractor's contract and the policies shall contain a provision that the coverages will not be modified, canceled, non-renewed or permitted to lapse until not less than 30 days after the Authority has received written notice, by certified or registered mail, that the modification, cancellation, non-renewal or lapse of such coverages is contemplated.

ALL REQUIRED DOCUMENTATION MUST BE RECEIVED FOR APPROVAL PRIOR TO TENANT COMMENCING WORK UNDER THIS AGREEMENT.

- D. Tenant shall advise, and cause each General Contractor for a Development to advise, all insurers of the contract provisions regarding insurance. The failure of the Tenant or any General Contractor to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this contract or any Authority Closing Document and such insurance obligations shall survive the term of this Development Agreement. Nonfulfillment of the insurance provisions stated herein shall survive this Development Agreement, and shall constitute a default under the other Authority Closing Documents and may be a breach of the General Contractor's contract. The Authority retains the right to stop work until proper evidence of insurance is provided.

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- E.** Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Authority's Risk Management Department, with a copy to the Authority's designated representative and the Receiver, prior to expiration of insurance coverage. At the Authority's option, non-compliance may result in one or more of the following actions, in addition to any rights or remedies in the Ground Lease: (1) The Receiver or Authority will purchase insurance on behalf of Tenant and will charge back all costs to Tenant; or (2) Tenant shall cause the General Contractor and any subcontractors to be immediately removed from the property. The receipt of any certificate by the Authority or the Receiver does not constitute agreement by the Authority or the Receiver that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. Tenant and/or General Contractor shall be required to ensure that all subcontractors comply with the Authority's minimum coverage requirements. It is the responsibility of the Tenant and/or General Contractor to secure and maintain proof of coverage for all entities that it contracts with that provides services to this Development. Proof of insurance records must be available for review by the Authority within twenty-four (24) hours of being requested.
- F.** If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the General Contractor's contract, and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. A Claims-Made policy which is not renewed or replaced must have an extended reporting period (tail coverage) of two (2) years. Any extended reporting period premium (tail coverage) shall be paid by Tenant directly or through the General Contractor for the Development. It is further agreed that all insurance policies required hereunder shall provide the Authority with not less than a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.
- G.** Tenant shall provide to the Authority, prior to commencement of construction and upon each renewal or replacement of a builder risk policy required hereunder, and in any event not less than annually, a certified copy of the insurance policies required hereunder and all endorsements.
- H.** Tenant shall require, directly or through the General Contractor for each Development, that all subcontractors performing work for the Development carry insurance required herein or the Tenant, or General Contractor may provide the coverages for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "B" above. Evidence of such coverage must be submitted to the Authority for record keeping purposes only.

* Excess Liability can be satisfied by \$10,000,000 each of Tenant and General Contractor, \$20,000,000 in Excess Liability coverage by either the Tenant or General Contractor or any combination equal to \$20,000,000 in total Excess Liability coverage.