



Doc#: 0716241033 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2007 10:51 AM Pg: 1 of 25

WGR TITLE

Property of Cook County Clerk's Office
2070697MTCLaSalle/47

(The Above Space For Recorder's Use Only)

DEVELOPMENT AND MAINTENANCE AGREEMENT

2070697MTCLaSalle/47

This **DEVELOPMENT AND MAINTENANCE AGREEMENT** ("Agreement") is made on or as of the 31st day of May, 2007, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **ASAT, INC.**, an Illinois corporation ("Developer"), having its principal office at 1516 W. Farwell Avenue, Chicago, Illinois 60626. As used in this Agreement, "Developer" shall also include ASAT, Inc.'s successors and assigns, and any successor in title to the Development Site, including, without limitation, any Condo Association(s) (as such terms are defined herein).

RECITALS

WHEREAS, the City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, the City owns that certain real property identified as the Plaza Parcel on the drawing set forth in Exhibit A attached hereto (the "Plaza Parcel"); and

WHEREAS, Developer owns certain real property to the east of the Plaza Parcel and legally described on Exhibit B attached hereto (the "Developer Parcel"); and

WHEREAS, the City and the Developer have entered into that certain ASAT Inc. Redevelopment Agreement ("Redevelopment Agreement") of even date herewith, which provides

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for the City to sell the Developer the City-owned parcels immediately to the east of and abutting the Plaza Parcel and commonly known as 6401-6415 N. Rockwell and legally described on Exhibit C attached hereto (the "Parking Lot Parcels") and, together with the Developer Parcels, the "Development Site") to the Developer; and

WHEREAS, the Developer will construct a mixed use development, including a residential condominium project, commercial space and public parking, on the Development Site; and

WHEREAS, the City desires that as part of such mixed-use development, the Plaza Parcel be developed as public open space and used by the public as a park ("Park"), and Developer, pursuant to the terms and conditions of this Agreement, has agreed to redevelop and thereafter maintain the Plaza Parcel as the Park on behalf of and for the benefit of the City and the general public; and

WHEREAS, the City Council of the City, by ordinance adopted March 1, 2006, and published in the Journal of Proceedings of the City Council for such date at pages 71048 through 71170 ("Ordinance"), has authorized the execution of this Agreement; and

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

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above, and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2. COVENANTS, REPRESENTATIONS AND WARRANTIES.

Covenants, Representations and Warranties of Developer. The Developer's covenants, representations and warranties contained in the Redevelopment Agreement are incorporated herein by reference as if fully set forth herein. In addition, Developer hereby covenants, represents and warrants to the City that: (A) it shall not, without the prior written consent of the City's Department of Planning and Development ("DPD"), which consent shall be in DPD's sole discretion (1) assign its rights under the Agreement, except to one or more condominium associations formed pursuant to the Illinois Condominium Property Act and any Declarations of condominium ownership to be recorded with respect to the Development Site (any such associations(s), the "Condo Association(s)"); or (2) grant, suffer or permit any lien, claim, or encumbrance upon the Plaza Parcel or any portion thereof, other than the liens or encumbrances permitted by the Redevelopment Agreement and exhibits thereto; and (B) it shall develop, construct and maintain or cause to be maintained the Park in accordance with the terms and provisions of this Agreement.

B. Covenants, Representations and Warranties of the City. The City hereby covenants, represents and warrants to Developer that the City has the authority under its home rule powers

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granted in the Constitution of the State of Illinois to enter into, execute, deliver and perform its obligations thereunder.

C. Survival of Representations and Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters have been disclosed in writing and approved by the other party.

SECTION 3. DEVELOPMENT AND CONSTRUCTION OF THE PARK.

A. Title Commitment and Insurance. Developer shall be responsible for obtaining, at Developer's expense, any title commitment or title policy with respect to the Plaza Parcel and the Parking Lot Parcels that it deems necessary.

B. Survey. Developer shall be responsible for obtaining at Developer's expense any survey of the Plaza Parcel or the Parking Lot Parcels that it deems necessary.

C. Construction Documents and Landscape Plan. Developer has developed the construction documents and a landscape plan for the Park listed on Exhibit D (the "Drawings"), which have been approved by DPD. No material deviation from the Drawings shall be made without the prior written approval of DPD. The Drawings shall conform with the terms of this Agreement and the Redevelopment Agreement, and applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance and the Landscape Ordinance of the Municipal Code of Chicago. In addition, the Drawings shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Fair Housing Act, 42 U.S.C. 3601 et seq. (1990), the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (1990) and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1992), and the Illinois Accessibility Code, 71 Ill.Admin.Code ch. 1, subch. B, sec. 400.100 et seq. (1988).

D. Development Budget for the Park. Developer has prepared the budget describing on a line item basis the various hard and soft construction costs relating to the development of the Park set forth on Exhibit E (the "Budget") which has been approved by DPD. Any cost decreases or increases in excess of five percent (5%) of the aggregate budget amount must be approved by DPD.

E. Schedule. Developer has prepared the preliminary schedule for the development and construction of the Park set forth in Exhibit F ("Schedule"), which has been approved by DPD. No material deviation from the Schedule shall be made without the prior approval of DPD, subject to the permitted delay provisions of Section 10.B of this Agreement.

F. Construction Funds. The Developer shall pay for the costs of the development and construction of the Park. Any costs exceeding the Budget amount, unless attributable to a

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modification to the Drawings or a change order requested by the City as approved by DPD, shall also be paid for by Developer.

G. Selection of General Contractor; Bonding Requirements. DPD has previously approved Developer's retention of Sree Construction of Midwest Inc., an Illinois corporation, as the general contractor ("General Contractor") for the development and construction of the Park. The General Contractor shall be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. 311 or its equivalent. The City shall be named as an obligee or co-obligee on such bond. In addition, prior to the commencement of the work relating to the development of the Park, the General Contractor and any subcontractor shall comply with the licensing, letter of credit, insurance and bonding and other requirements applicable under the Municipal Code of Chicago and applicable state law, including those applicable to the performance of work on public property and the construction of public improvements. In addition, Developer or the General Contractor shall be obligated to provide the insurance coverage as described on Exhibit G attached hereto.

H. Disbursement of City Funds. Upon the substantial completion of the Park (as evidenced by the issuance of the Certificate as described in Section 6), the Developer and General Contractor shall provide the City with appropriate owner and general contractor sworn statements, a general waiver of lien from the general contractor and Developer and partial waivers or releases of lien from subcontractors, if available. Upon the final completion of the Park, Developer shall deliver to the City a sworn statement from Developer and the general contractor, a general waiver of lien from Developer and the general contractor, and final waivers or releases of lien from each and every subcontractor undertaking work relating to the Park. In addition, Developer shall deliver to the City copies of any manufacturer's or other warranties provided by material suppliers or from subcontractors, with the originals of such materials being delivered to the Condo Association(s).

I. Permits. Developer, at Developer's expense, shall apply for and maintain any and all governmental permits and approvals relating to the development and construction of the Park, including, but not limited to, building permits, street and sidewalk closure permits, driveway permits and infrastructure permits.

SECTION 4. LIMITED APPLICABILITY.

The approval of the Drawings by the DPD are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings, or any other City department; nor does the approval by the DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of the Park. The approval given by the DPD shall be only for the benefit of Developer.

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SECTION 5. COMMENCEMENT AND COMPLETION OF THE PARK.

Subject to permitted delays as described in Section 10, Developer shall commence constructing the Park within sixty (60) days of the start date set forth in the Schedule. Developer shall thereafter diligently proceed with such work and shall complete the Park within six (6) months of such start date, subject to such permitted delays, or upon such later date as DPD may consent to, in its sole discretion.

SECTION 6. CERTIFICATE OF COMPLETION.

Upon completion of construction of the Park in accordance with the Drawings, the City, upon written request by Developer, shall furnish Developer with a certificate of completion ("Certificate") evidencing that Developer has satisfactorily completed the Park. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Park, nor shall it serve as any "guaranty" of the structural soundness or quality of the construction of any improvements in the Park.

Upon written request by Developer for the Certificate, DPD shall promptly undertake an inspection of the Park and thereafter provide Developer either with the Certificate or a written statement indicating what measures or acts will be necessary, in the reasonable opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall promptly, but in all events within sixty (60) days, correct any such nonconformity or default, subject to permitted delays or such additional cure period as DPD may consent to, in its sole discretion. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

SECTION 7. CONTINUING OBLIGATIONS OF DEVELOPER.

After the issuance of the Certificate by the City, Developer shall comply with the covenants set forth in this Section 7, and the other provisions of this Agreement applicable to the continuing maintenance and use of the Park, all of which shall run with the Development Site as obligations binding upon the Developer, and all successors in title thereto, including any Condominium Association(s) as permitted hereunder. At the time Developer assigns its entire interest under this Agreement to any such Condominium Association(s) (which assignment shall not occur prior to the initial election of an independent board of managers), the Developer shall thereafter no longer have any obligation under this Section 7.

A. Maintenance of the Park. Developer, shall: (a) maintain the trees, plants, and vegetation (including planting annual flower beds); (b) provide trash pickup and disposal services; and (c) arrange for the removal of leaves, litter, debris and other waste materials.

B. Use of the Park

(1) Generally. The Park shall be utilized as open space for use by the public for and on behalf of the City. Other than set forth in the Drawings, no structures or

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improvements are to be constructed on the Plaza Parcel by Developer or the Condominium Association(s) without the prior written approval of DPD.

- (2) No Rights of Use for Private Purposes Conferred. This Agreement does not confer any special rights upon Developer, any owner of the Development Site, the Condo Association(s), or any resident of the Developer's mixed-use project, or any other person or entity to use the Park for private parties or events. The use of alcohol on the Plaza Parcel by any person or entity is strictly prohibited.
- (3) Injury to Persons and Property; Insurance and Indemnity. Developer agrees that it at all times maintain and provide evidence that the general liability insurance it maintains, or which any Condo Association(s) maintains, with respect to the Development Site and the Developer's mixed-use project shall be extended to cover Developer's or the Condominium Association's negligent use or misuse of the Plaza Parcel arising from its maintenance activities under Section 7.A above. The City shall be named as an additional insured on said general liability insurance. Furthermore, Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City (excepting that caused by the negligence of the City) arising from or in connection with Developer negligence in: (a) developing the Park, including, without limitation, the failure of Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Park; or (b) the failure of Developer to perform its obligations under this Agreement to maintain the Park pursuant to Section 7.A. This indemnification shall survive any termination of this Agreement

SECTION 9. TERM OF THE AGREEMENT.

The term of the Agreement shall commence as of the date hereof and, unless otherwise terminated by the City in writing, shall run in perpetuity.

SECTION 10. PERFORMANCE, EVALUATION AND BREACH; REMEDIES

A. Time of the Essence. Time is of the essence in the parties' performance of their obligations under this Agreement. Should any date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

B. Permitted Delays. Developer shall not be in breach of its obligation to construct the Park in the event of a delay in the performance of such obligations due to unforeseeable causes beyond Developer control and without Developer fault or negligence, including but not limited to, delays or halts in construction of the Park which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, inability to obtain certain necessary materials and unusually severe weather or delays of subcontractors due to such cause. The time for the

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performance of the obligations shall be extended only for the period of the delay if Developer requests it in writing of the City within twenty (20) days after the beginning of any such delay.

C. Breach. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than ten (10) days after receipt of such notice. If the default is not cured in the time period provided for herein, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance. The City shall also have the right to perform any of the Developer's unperformed maintenance obligations, to receive prompt reimbursement from the Developer for any City monies expended and, in the absence of such prompt reimbursement, to offset such expended amounts against any amounts payable to the Developer under the Redevelopment Agreement or any tax increment revenue obligation issued pursuant thereto.

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

E. Access to the Property. Until the expiration of the Term of the Agreement, any duly authorized representative of the City shall have access to the Plaza Parcel at all reasonable times for the purpose of confirming Developer's compliance with its obligations under this Agreement.

F. City's Right to Inspect Records. Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer books and records solely relating to the Park and the Plaza Parcel, including, without limitation, general contractor's sworn statements, the contract with the General Contractor and subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the DPD upon prior reasonable notice to Developer and at DPD's sole cost and expense.

G. Enforcement and Remedies. The parties hereto shall have such remedies as may be available at law or in equity for a breach of this Agreement. Such equitable remedies shall include, without limitation, the right to bring a mandamus action and specific performance.

SECTION 11. ENVIRONMENTAL MATTERS.

The City makes no covenant, representation or warranty as to the environmental condition of the Plaza Parcel or the suitability of the Plaza Parcel for any purpose whatsoever.

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SECTION 12. MBE/WBE COMMITMENT; CITY RESIDENT HIRING; PREVAILING WAGE.

In constructing the Plaza Parcel improvements, the Developer shall comply with the MBE/WBE, City resident hiring and prevailing wage requirements set forth in the Redevelopment Agreement.

SECTION 13. MISCELLANEOUS

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

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

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

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

E. Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in to the addresses and in the manner set forth in the Redevelopment Agreement.

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

G. Successors and Assigns. Developer acknowledges and agrees that it has no legal right, title or interest in the Park, nor shall it have any authority or right to assign, transfer or convey any right, title or interest in the Park or the Plaza Parcel. The Developer shall have no right to assign, transfer or convey any of its duties or obligations under this Agreement as related to the Park, the Plaza Parcel, or either one, except to one or more Condominium Association(s). Subject to the foregoing, and except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

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H. Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. The Commissioner of DPD shall have authority and discretion to amend this Agreement as reasonably necessary to obtain the objectives of this Agreement and the Park's successful operation.

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

J. Survival. All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

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

L. Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation,
acting by and through its Department of Planning and
Development

By: *Kathleen Nelson*
Kathleen Nelson
First Deputy Commissioner

ASAT, INC., an Illinois corporation

By: _____
Name: *Michael A. Sledge*
Its: *President*

Property of Cook County Clerk's Office

This instrument was prepared by:

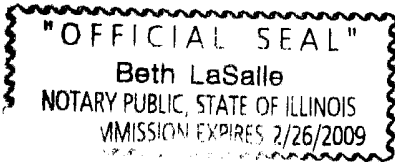
Steven J. Holler
Chief Assistant Corporation Counsel
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Muhammad Siddiqui _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as President _____, he signed and delivered the instrument pursuant to authority given by the Corporation _____ as his free and voluntary act and deed of the Corporation _____, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 31st day of May _____, 2007.



Beth LaSalle

NOTARY PUBLIC

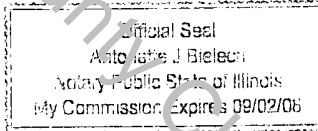
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this *31st* day of *Nov*, 2007.

Antoinette J. Bielecki
NOTARY PUBLIC



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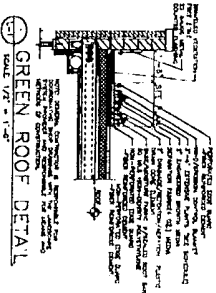
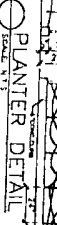
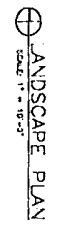
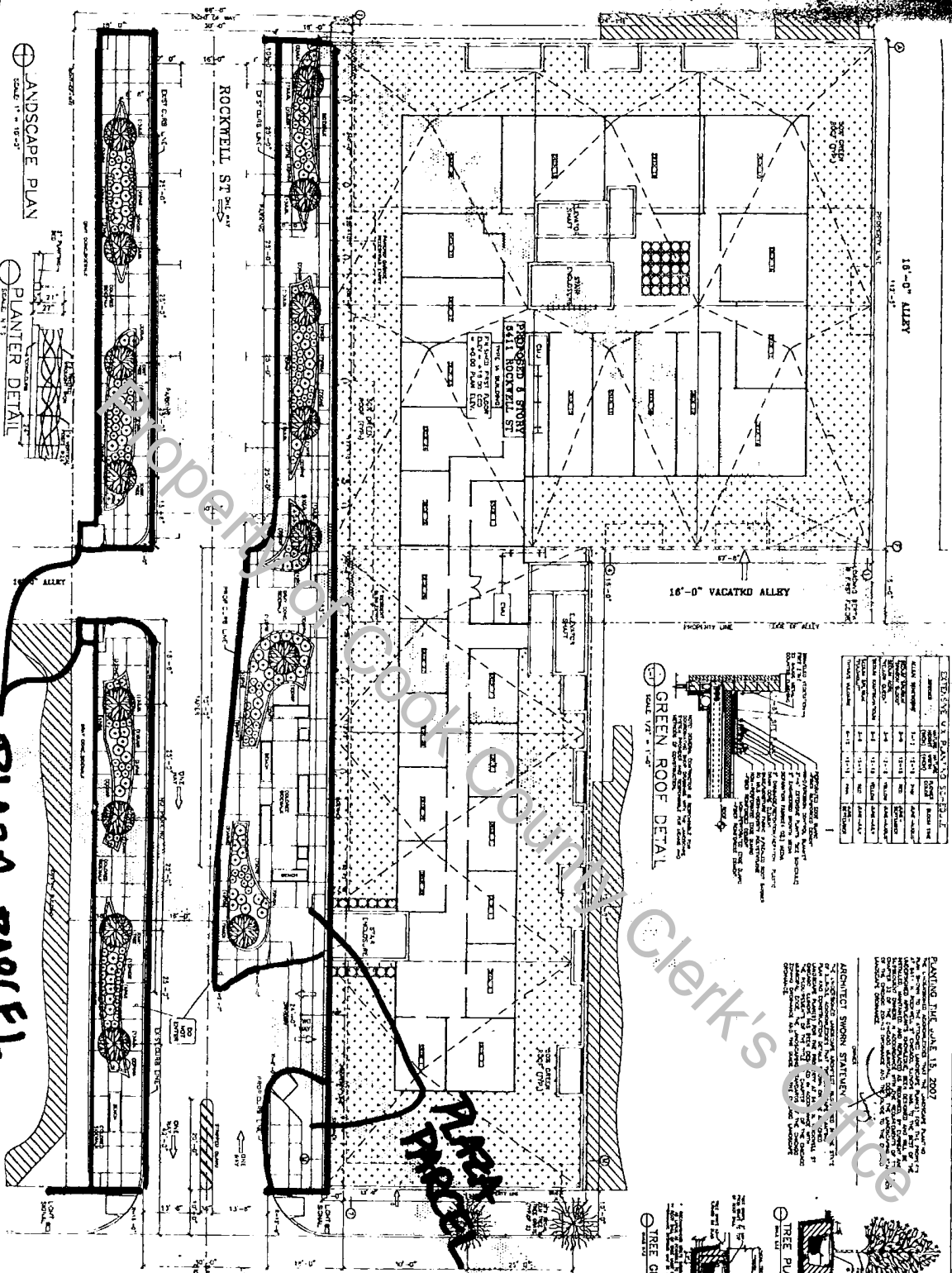
EXHIBIT A

PLAZA PARCEL

[ATTACHED]

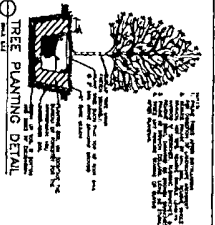
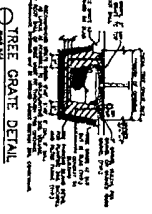
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ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. GREEN ROOF	1	SQ. FT.	100.00	100.00
2. PLANTING	10	PLANT	10.00	100.00
3. HARDSCAPE	1	SQ. FT.	50.00	50.00
4. LIGHTING	1	FIXTURE	20.00	20.00
5. WATERING	1	SYSTEM	10.00	10.00
6. MAINTENANCE	1	YEAR	10.00	10.00
7. TOTAL				290.00

PLANTING THE DATE 11.15.2007
 ARCHITECT: SWORN STATEMENT
 I, the undersigned, being a duly licensed Professional Engineer in the State of Illinois, do hereby certify that the above is a true and correct copy of the original drawings as shown to me by the applicant, and that I am a duly licensed Professional Engineer in the State of Illinois, and that I am a duly licensed Professional Engineer in the State of Illinois, and that I am a duly licensed Professional Engineer in the State of Illinois.



PLAZA PARCEL

PARKING PARCEL

W. DEVON AVE

APPROVED
 LANDSCAPE PLAN
 A-1.3

DATE: 11/15/07

BY: [Signature]

FOR: [Signature]

NO.	DESCRIPTION	DATE	BY	FOR
1	PRELIMINARY PLAN	10/15/07	[Signature]	[Signature]
2	REVISION	11/15/07	[Signature]	[Signature]
3	FINAL PLAN	11/15/07	[Signature]	[Signature]

6411 N. ROCKWELL AVE
 2456 W. DEVON AVE
 PARKING GARAGE
 W/1ST FLR OFFICE
 & 50 UNIT APART
 CHICAGO, ILLINOIS

PROFESSIONAL ENGINEER
 LICENSE NO. 000000000
 EXPIRES 12/31/2008
 ISSUED 12/31/2000

PROFESSIONAL ENGINEER
 LICENSE NO. 000000000
 EXPIRES 12/31/2008
 ISSUED 12/31/2000

HANKS
 1815 W. WASHINGTON
 CHICAGO, ILLINOIS 60604
 PHONE (773) 326-1100
 FAX (773) 326-1101
 PROFESSIONAL ENGINEERING FIRM
 LICENSE NO. 000000000

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EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCEL

THE SOUTH ½ OF LOT 12 IN BLOCK 5 IN WILLIAM L. WALLENS EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM ANY PORTION OF SAID SOUTH ½ OF LOT 12 FALLING WITHIN THE NORTH 37 ½ FEET OF SAID LOT 12) IN COOK COUNTY, ILLINOIS.

PINs: 10-36-428-009-000*

Address: 6425 N. Rockwell Avenue, Chicago, Illinois 60645

*Developer will have separate PINs assigned to the Property to identify property located within and beyond the TIF area

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EXHIBIT C

PARKING LOT PARCELS

LOTS 10 AND 11 IN BLOCK 5 IN WILLIAM L. WALLEN EDGEWATER'S GOLF CLUB ADDITION TO ROGERS PARK, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 10-36-428-033-8001
10-36-428-033-8002

Address: 6401 - 6415 N. Rockwell, Chicago, Illinois 60645

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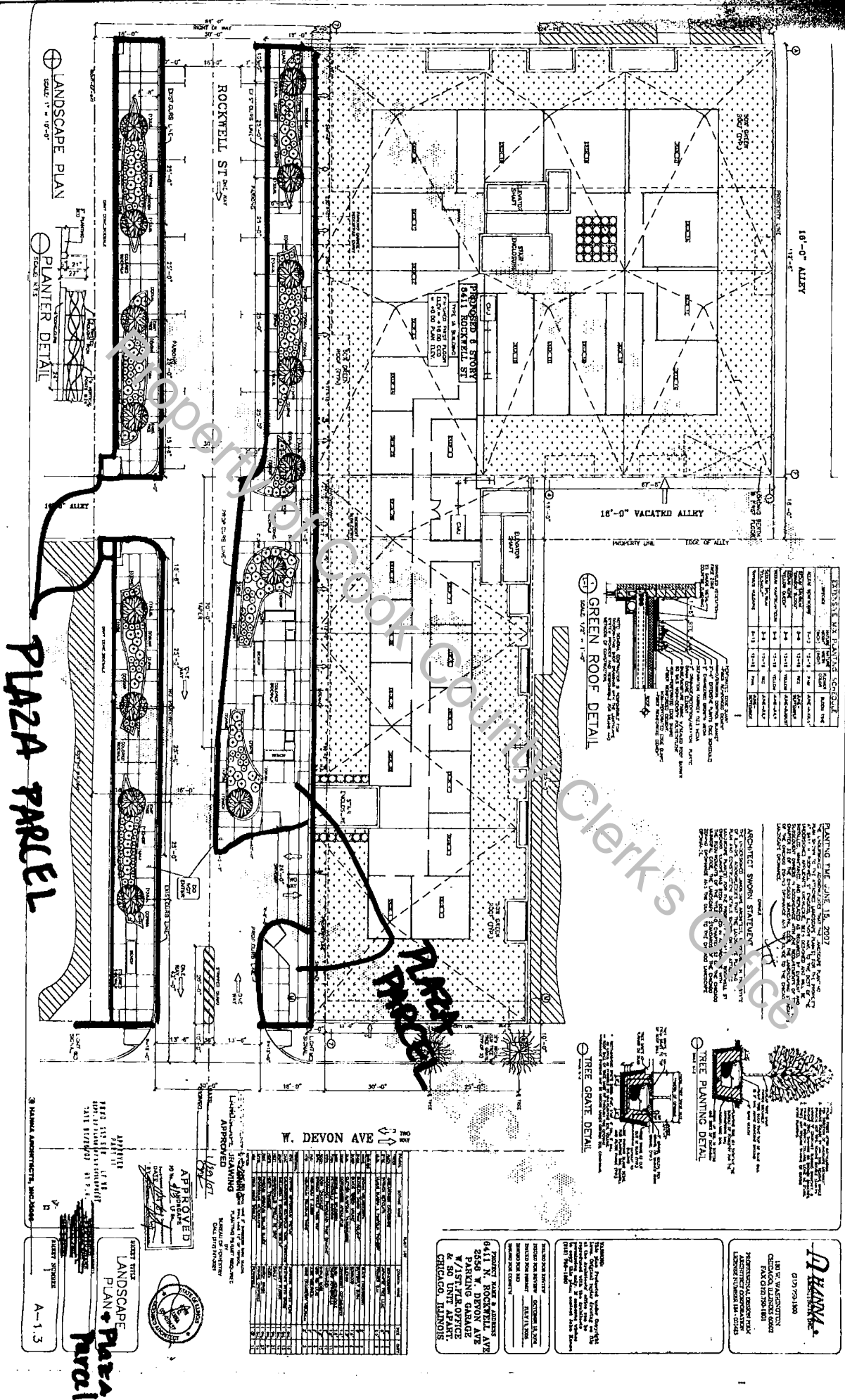
EXHIBIT D

DRAWINGS

[ATTACHED]

Property of Cook County Clerk's Office

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LANDSCAPE PLAN
SCALE: 1" = 10'-0"

PLANTER DETAIL
SCALE: 1" = 1'-0"

PLAZA PARCEL

PARKING AREA

GREEN ROOF DETAIL
SCALE: 1" = 1'-0"

TREE PLANTING DETAIL
SCALE: 1" = 1'-0"

TREE GRATE DETAIL
SCALE: 1" = 1'-0"

EXISTING VEGETATION TO REMAIN

NO.	SYM.	NO.	SYM.	NO.	SYM.	NO.	SYM.
1	...	2	...	3	...	4	...

PLANTING TREE DAIRY 15, 2007

ARCHITECT SWISS STATEMENT

...

W. DEVON AVE

APPROVED

RECEIVED

LANDSCAPE PLAN PLAZA PARCEL

A-1.3

NO.	SYM.	NO.	SYM.	NO.	SYM.	NO.	SYM.
1	...	2	...	3	...	4	...

PROFESSIONAL DESIGNER

...

D. HANNA

181 N. WASHINGTON

CHICAGO, ILLINOIS 60610

PH: (773) 739-1400

FAX: (773) 739-1401

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EXHIBIT E

BUDGET

[ATTACHED]

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Plaza Construction costs

Brick pavers and other construction	150000
Sidewalks	43000
Landscaping	52000
remodel curbs and roads	55000
	300000

Plaza Schedule

	<i>week 1</i>	<i>week 2</i>	<i>week 3</i>	<i>week 4</i>	<i>week 5</i>
Brick pavers				xxxxxxx	xxxxxxx
Sidewalks		xxxxx			
Landscaping			xxxx		
remodel curbs and roads	xxxxx				

Property of Cook County Clerk's Office

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EXHIBIT F

SCHEDULE

[ATTACHED]

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Plaza Construction costs

Brick pavers and other construction	150000
Sidewalks	43000
Landscaping	52000
remodel curbs and roads	55000
	300000

Plaza Schedule

	week 1	week 2	week 3	week 4	week 5
Brick pavers				xxxxxxx	xxxxxx
Sidewalks		xxxxx			
Landscaping			xxxx		
remodel curbs and roads	xxxxxx				

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EXHIBIT G

INSURANCE REQUIREMENTS

During the Staging Period and during the construction of the Park, Developer or its General Contractor shall be required to obtain the following types of insurance:

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

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

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

(iv) Railroad Protective Liability Insurance. When any work is to be done adjacent to or on railroad or transit property, the General Contractor shall provide, or cause to be provided with respect to the operations that the General Contractor performs, the above-stated insurance in the name of the railroad or transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of the property, including the loss of use thereof.

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

(vi) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the execution date of the

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Agreement and the commencement of the Park.

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

Developer will furnish the DPD original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement (including, without limitation, Workers Compensation and Employers Liability Insurance, Commercial General Liability Insurance (Primary and Umbrella), Automobile Liability Insurance (Primary and Umbrella), Railroad Protective Liability Insurance, Builders Risk Insurance, Contractors Pollution Liability Insurance, and All Risk Property Insurance), and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer shall not be deemed to be a waiver by the City. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work or suspend the Agreement until proper evidence of insurance is provided.

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

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

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

Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit Developer liabilities and responsibilities specified within the Agreement documents or by law.

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

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

Developer shall require the General Contractor and all Subcontractors to provide the insurance required herein or Developer may provide the coverages for the General Contractor and the Subcontractors. The General Contractor, other contractors, and Subcontractors shall be subject to the same insurance requirements of Developer unless otherwise specified herein.

The City of Chicago Risk Management Department, at its discretion reasonably exercised, maintains the right to modify, delete, alter or change these requirements; provided, however, the parties agree that the City cannot change the insurance requirements as described in this Exhibit G by requiring additional evidence of insurance from Developer or by specifying the type of insurance other than that described herein.