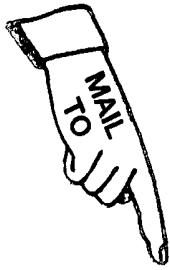


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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/23/2007 02:04 PM Pg: 1 of 18

NO1070397 & NO1070996 14 OF 29



This document was prepared by and
After recording, should be returned to:

Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren, 12th Flr.
Chicago, Illinois 60605
Attn: Cherie Strong

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DECLARATION OF RESTRICTIVE COVENANTS

(Roosevelt Square Phase II)

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Declaration**") is made and entered into as of this 20 day of July, 2007 by and between the Chicago Housing Authority (the "**Authority**") a public body corporate and politic, organized and existing under the laws of Illinois, and Roosevelt Square II Limited Partnership, an Illinois limited partnership, (the "**Owner**"), for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("**HUD**").

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WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the “**Act**”), (i) HUD, the Authority and Daniel E. Levin and The Habitat Company LLC, as receiver for the development of new non-elderly public housing by the Authority (the “**Receiver**”) have entered into a Consolidated Annual Contributions Contract (“**ACC**”) number C-1150, dated December 11, 1995, as previously amended from time to time, and (ii) HUD and the Authority have entered into a Consolidated Annual Contributions Contract number C-1014, dated December 11, 1995, as the same may be amended from time to time. Collectively, Annual Contract numbers C-1150 and C-1014, together with any successor annual contributions contract applicable to the Project, are reference herein as the “**ACC**”. The ACC provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. ~~9/11/11~~ to the ACC (“**Mixed Finance ACC Amendment**”) adding up to 128 but not less than 120, public housing units (the “**Public Housing Units**”) and any associated appurtenances to the ACC under project number 11014802241 in the City of Chicago, County of Cook, in the State of Illinois (which, together with any fixtures, rents, revenues, other income and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “**Project**”). The Project is part of a larger development known as Roosevelt Square Phase II, the second phase of the redevelopment of the ABLA Homes Site (the “**Development**”); and

WHEREAS, the Owner will construct 177 units that will become part of the Development (the “**Initial Units**”). Further, the Owner intends to purchase the remaining 8 units that will comprise the Development (“**Acquired Units**”) and has entered into (i) a Purchase Agreement with 1255 West Roosevelt LLC to purchase four (4) condominium units in the building to be constructed at 1255 West Roosevelt Road, Chicago, Illinois, and (ii) a Purchase Agreement with 1355 West Roosevelt Road LLC to purchase four (4) condominium units in the building to be constructed at 1355 West Roosevelt Road, Chicago, Illinois (collectively the “**Purchase Agreements**”).

WHEREAS, provided the sellers under the Purchase Agreements construct the eight (8) condominium units in accordance with the terms of the Purchase Agreement and otherwise satisfy the conditions of the Purchase Agreement, Owner intends to purchase the eight (8) condominium units and to operate them as Public Housing Units.

WHEREAS, the Authority and Owner have entered into a Regulatory and Operating Agreement dated as of July 20, 2007, and other agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment, to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the Public Housing Units in the Project; and

WHEREAS, pursuant to the terms of the Regulatory and Operating Agreement, 120 Public Housing Units shall float among the Initial Units. The Acquired Units shall be designated public housing units. The term “**Project**”, as used herein, shall mean, at any given time, the

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units within the Development then being used as public housing units and any associated appurtenances to the ACC under project number IL-06P802241 in the City of Chicago, County of Cook, in the State of Illinois (together with any fixtures, rents, revenues, other income and personalty related to such units and appurtenances).

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (except to the extent that HUD has granted waivers of regulatory requirements for good cause), the ACC, the Mixed Finance Proposal to HUD dated June 20, 2007, as amended, this Declaration, the Regulatory and Operating Agreement, Gautreaux Court Orders, the Moving to Work Demonstration Agreement, and all other applicable Federal statutory, executive orders, and regulatory requirements, as such requirements may be amended from time to time. (all such requirements hereafter referred to as the "**All Applicable Public Housing Requirements**"); and

WHEREAS, as of the date of this Declaration, the Authority holds title to the site on which the Initial Units will be constructed. The Authority has entered into a ground lease with the Owner for the site on which the Initial Units are to be developed, and on which the Owner will construct and operate the Initial Units, including 120 Public Housing Units.

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner, and any successors in interest to the Authority and Owner, of All Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the Term, the parties hereby acknowledge and agree:

1. The Authority does hereby acknowledge and declare that it is possessed of and holds title to the land on which the Initial Units will be constructed, consisting of the real property situated in the City of Chicago, County of Cook, in the State of Illinois, as more fully described in **Exhibit A** to this Declaration, which is made a part hereof;
2. The Authority does hereby acknowledge and declare that it is possessed of and holds title to the real property comprising the Public Housing Units that are a part of the Initial Units in trust for the benefit of HUD, for the purposes hereinafter stated;
3. The Owner is in possession of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, **a leasehold interest in that portion of the land described on Exhibit A** to this Declaration, and holds or will hold in trust for the benefit of HUD, for the purposes hereinafter stated, title to all buildings, units, and fixtures, as the case may be, developed or to be developed on any real property comprising the Project or appurtenant thereto, including all personalty, and all as may be added to this Declaration pursuant to Section 9 hereof.
4. The Owner and the Authority hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Development for the

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period of the low income use restrictions, and are binding upon the Owner and the Authority, and their successors and assigns, for such Term;

5. The Authority shall cause the Owner to, and the Owner shall develop the Project in compliance with All Applicable Public Housing Requirements, and the Owner shall thereafter, subject to the terms of the Regulatory and Operating Agreement, operate and maintain the Project in compliance with All Applicable Public Housing Requirements for the Term. As used herein, “**Term**” shall mean the period that expires upon the later to occur of (i) forty (40) years from the date of the first occupancy of the last PHA-Assisted Unit to be initially occupied, or (ii) expiration of the period during which the PHA-Assisted Units are required to be operated as “public housing” under the Act, including, if applicable, the period ending ten years after the end of the last Authority Fiscal Year for which Operating Fund assistance is provided by the Authority on behalf of the Project.
6. The Owner shall remain seized of title to the remaining portions of the Development and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
 - A. Mortgages and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Development to the beneficiary or mortgagee under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
 - B. Dwelling leases with eligible families in the Project;
 - D. Conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities;
 - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC; and
 - F. The City Regulatory Agreement and The Illinois Affordable Housing Tax Credits Regulatory Agreement; and the Condominium Declaration and Tax Incremental Financing Redevelopment Agreement in connection with the eight (8) condominium units.
7. (A) No transfer, conveyance, or assignment shall be made, without the prior written approval of the Authority and of HUD, of: (i) any interest of a manager,

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managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") in the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed-Finance Amendment, other than equity contributions to be made by the Investor solely for the purposes of paying developer fees, any other interest (any such interest being referred to as a "Non-Controlling Interest") in the Owner.

(B) Notwithstanding the foregoing, neither the Authority nor HUD's consent is required where a business organization that has a limited interest (Non-Controlling and non-managing) in the Owner, or in any partner, member or stockholder thereof, transfers a Non-Controlling and non-managing interest in the business organization, provided that HUD and the Authority are provided with: (i) prior written notice of such transfer; and (ii) a certification that the applicable partner, member or stockholder, as appropriate, is obligated to fund its equity contribution in accordance with the terms of the HUD approved organizational documents of the Owner.

(C) Notwithstanding the foregoing, HUD and the Authority hereby consent to (1) the collateral pledge and assignment (the "Limited Partner Pledge") of the non-controlling, non-managing limited partnership interests of the Owner to the Owner as security for the obligation of the Owner's investor limited partner to make its capital contributions to the Owner pursuant to the HUD-approved Limited Partnership Agreement and (2) the collateral pledge and assignment by the Owner of its security interest in the non-controlling, non-managing limited partnership interests in the Owner granted to Harris N.A. (the "Bank") under the security agreements approved by HUD as described in Exhibit E to the Mixed Finance ACC Amendment, provided (x) HUD and the Authority are provided with prior written notice of the foreclosure or other enforcement action with respect to any such security agreements, and (y) the transferee pursuant to any such foreclosure or enforcement action certifies to HUD and the Authority that the new owner of the limited interest is obligated to fund the portion of the remaining equity contributions, if any, in accordance with the terms of the HUD- approved limited partnership agreement, which are to be used for the construction and acquisition of the Development and to otherwise comply with the terms of the HUD-approved limited partnership agreement.

(D) Notwithstanding the foregoing, HUD and the Authority consent to the assignment of a limited partnership interest in the Owner to an Affiliate (as such term is defined in the Limited Partnership Agreement) of Centerline Capital Group, Inc. pursuant to documents substantially in the form of those attached to the Limited Partnership Agreement provided that such Affiliate, or its general partner, managing member or manager; (i) provides HUD and the Authority with prior written notice of any such assignment and (ii) certifies to HUD and the Authority that the new owner of the limited partnership interest in the Owner is obligated to fund the portion of the remaining equity contribution, if any, to be used for construction as provided for in the Limited Partnership Agreement of the Owner.

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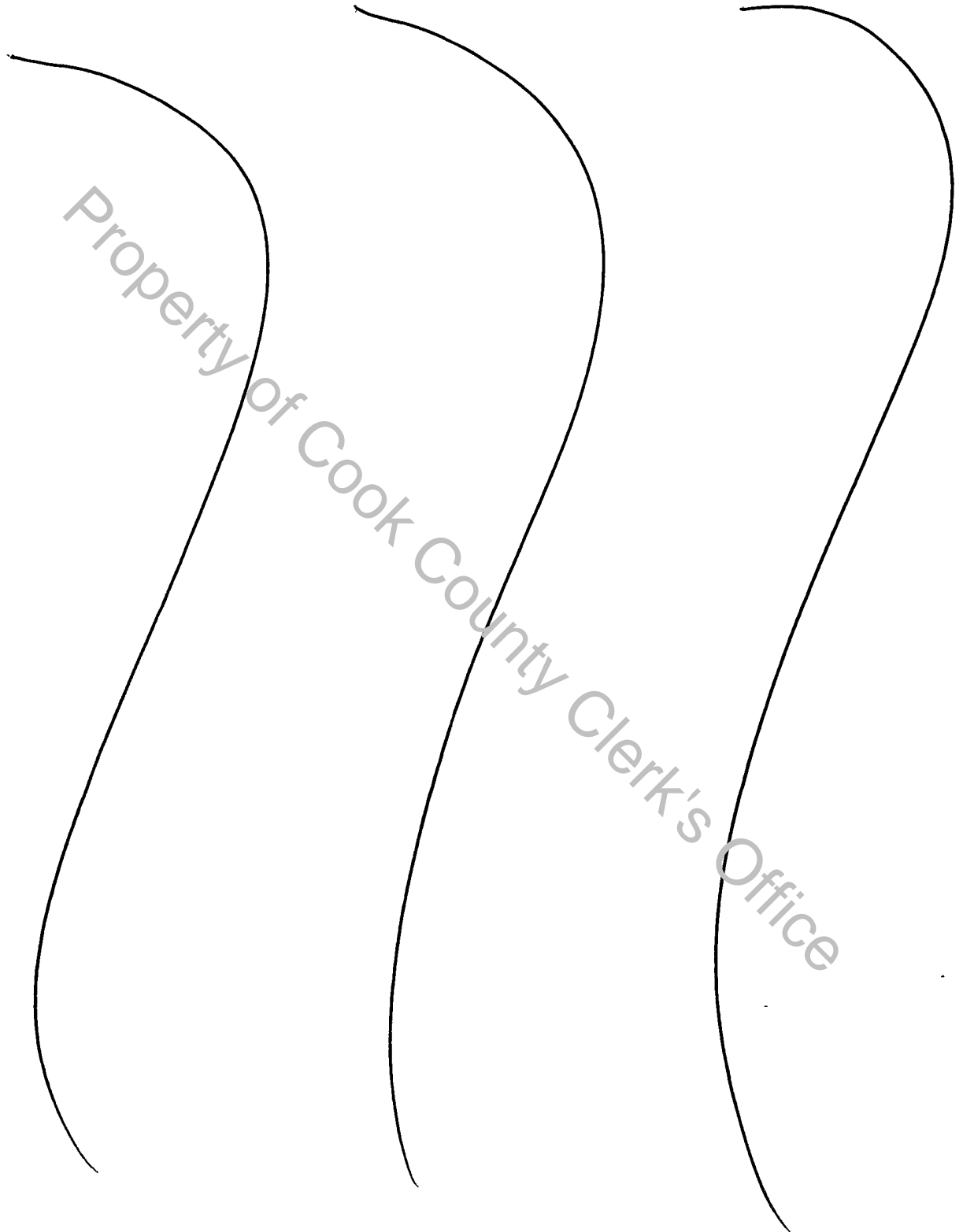
(E) HUD and the Authority consent to the transfer of the Controlling Interest of the General Partner of the Owner to the Bank pursuant to foreclosure or other enforcement of the security agreements approved as evidentiary documents by HUD and the Authority, provided the Bank assumes to the satisfaction of the Authority all of the General Partner's rights, responsibilities and obligations under the evidentiary documents set forth in Exhibit E to the Mixed-Finance ACC Amendment, provided, however, that the exclusion of such pledge or enforcement action from the transfer restrictions contained in Section 9(G) of the Mixed-Finance ACC Amendment shall not permit the admission of a new or substitute general partner of the Owner (with the exception of the Bank) without the prior written consent of the Authority and HUD, such consent not to be unreasonably withheld.

(F) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent (if required) to any of the foregoing transfers of the Owner or any of the partners, members or stockholders of the Owner.

8. A portion of the Development, as more specifically described on Exhibit B as the "**Commercial Property**", is the subject of a certain Commercial Ground Lease by and between the Owner and the Authority (individually referred to herein as a "Commercial Ground Lease"). Upon Owner's execution of an assignment of its interest in the Commercial Ground Lease ("Assignment") and delivery to the Authority and to HUD of evidence that such Assignment has been recorded with the Officer of Recorder in Cook County, Illinois, HUD, in consultation with the Authority, shall execute and provide to Owner and Owner will record, at its own expense, a Partial Release of Declaration of Restrictive Covenants to release the applicable portion of Commercial Property from this Declaration. A form of such Partial Release of Declaration of Restrictive Covenants is attached as Exhibit C hereto.
9. This Declaration shall not be amended, modified or released, with the exception of the amendments anticipated by Section 10 hereof, without the prior written consent of HUD.
10. Authority and Owner agree that upon acquisition of the Acquired Units pursuant to the Purchase Agreements, Owner and Authority shall amend this Declaration to include the Acquired Units in the Project, by revising paragraph 3 of this Declaration to add a reference to Owner's fee title ownership of the condominium units and adding the legal descriptions for the condominium units to Exhibit A hereof.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with All Applicable Public Housing Requirements, subject to the terms of the Regulatory and Operating Agreement, HUD will release this Declaration by an instrument to be recorded in the appropriate land records (the "**Release**"). The Release shall be prepared by the Owner and recorded at the Owner's expense.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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IN WITNESS WHEREOF, the Authority and the Owner have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Roosevelt Square II Limited Partnership,
an Illinois Limited Partnership

By: Roosevelt Square Rental II LLC, an Illinois limited liability company,
its general partner

By: LR ABLA LLC,
a Delaware limited liability company, its manager

By: LR Development Company, LLC d/b/a/ Related Midwest LLC
a Delaware limited liability company, its sole member

By: *Bradford J. White*

Name: Bradford J. White

Its: Vice President

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Chicago Housing Authority

By: 

Sharon Gist Gilliam
Chief Executive Officer

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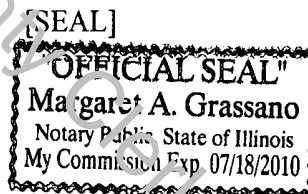
STATE OF ILLINOIS)
)
COUNTY OF COOK_)

I, Margaret A. Grassano, a Notary Public in and for said County in the State aforesaid, do hereby certify that Bradford J. White known as, Vice President of LR Development Company LLC d/b/a Related Midwest, the sole member of LR ABLA LLC, the manager of Roosevelt Square Rental II LLC, the General Partner of Roosevelt Square II Limited Partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and the voluntary act, and as the free and voluntary act of the General Partner, on behalf of which has executed the foregoing instrument as an authorized agent of the General Partner, pursuant to authority given by the Partnership Agreement, for the uses and purposes therein set forth.

Given under my hand and notarial seal on July 20, 2007.

Margaret A. Grassano
Notary Public

My Commission Expires: 7-18-2010



UNOFFICIAL COPY**EXHIBIT A****North Parcel**

Lots 66, 93, 94, 117, 118, 121, 130, 135, and 138 in Roosevelt Square Subdivision Phase Two, Plat One, being a subdivision of part of the East ½ of the Southwest ¼ of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 20, 2007 as Document No. 0720115115, in Cook County, Illinois.

PINS: 17-17-332-005, 17-17-333-001, 17-17-333-002, 17-17-333-003, 17-17-333-004 and 17-17-333-005

COMMON ADDRESSES:

LOT 66	1251-1259 W. TAYLOR STREET
LOT 66	1007 S. THROOP STREET
LOT 93	1116 & 1118 S. JYTTLE STREET
LOT 93	1115 & 1117 S. THROOP STREET
LOT 94	1250-1256 W. GRENSHAW STREET
LOT 117	1251-1257 W. GRENSHAW STREET
LOT 118	1236-1244 W. ROOSEVELT ROAD
LOT 121	1309 & 1315 W. GRENSHAW STREET
LOT 130	1341 & 1345 W. GRENSHAW STREET
LOT 135	1336-1344 W. ROOSEVELT ROAD
LOT 138	1302-1310 W. ROOSEVELT ROAD

AND

South Parcel (CONTINUED ON NEXT PAGE)

Lots 139, 141, 143, 145, 147, 149, 151, 153, and 160 in Roosevelt Square Subdivision Phase Two, Plat Two, being a subdivision of part of the East ½ of the Northwest ¼ of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 20, 2007 as Document No. 0720115116, in Cook County, Illinois.

PINS: 17-20-102-009, 17-20-102-010, 17-20-102-011, 17-20-102-012, 17-20-102-016, 17-20-102-017, 17-20-102-018, 17-20-102-019, 17-20-102-020, 17-20-102-021, 17-20-102-045, 17-20-102-046, 17-20-102-047, 17-20-102-048 and 17-20-103-046

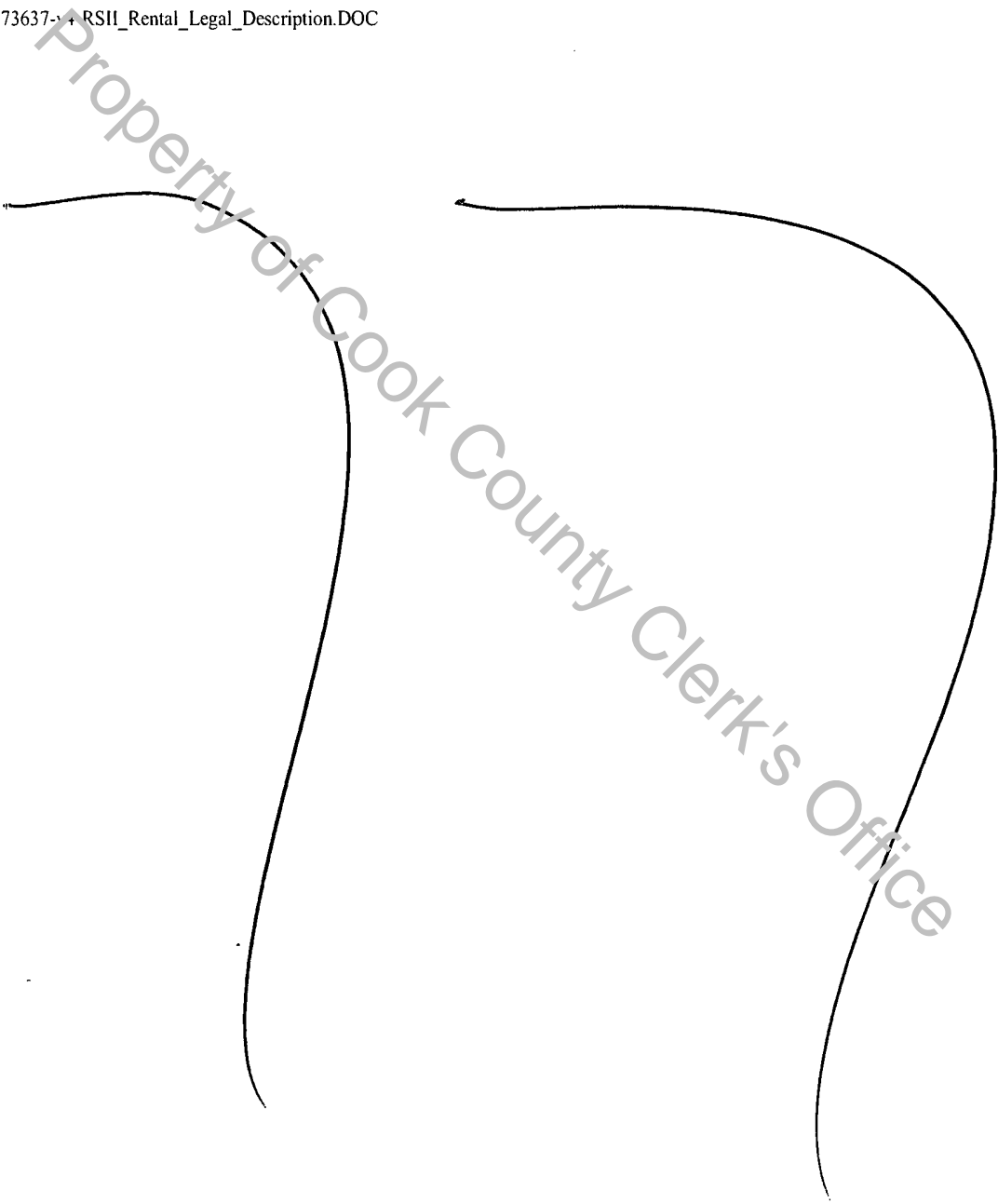
COMMON ADDRESSES:

LOT 139	1303-1311 & 1317 W. ROOSEVELT ROAD
LOT 141	1333 W. ROOSEVELT ROAD

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LOT 143	1354 W. WASHBURNE AVENUE
LOT 145	1342 W. WASHBURNE AVENUE
LOT 147	1326-1332 W. WASHBURNE AVENUE
LOT 149	1306 & 1314 W. WASHBURNE AVENUE
LOT 151	1256 W. WASHBURNE AVENUE
LOT 153	1246 W. WASHBURNE AVENUE
LOT 160	1224 W. WASHBURNE AVENUE

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EXHIBIT B

All that portion of the following described premises lying above Elevation 4.55 and beneath Elevation 12.55 City of Chicago Datum, being a part of said Lot 66 in Roosevelt Square Subdivision Phase Two, Plat One, being a subdivision of part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 20, 2007 as Document No. 0720115115, in Cook County, Illinois:

Commencing at the Northwest corner of said Lot 66, said point also being the Southeast corner of the intersection of West Taylor Street and South Throop Street; thence South $89^{\circ}58'27''$ East along the South right-of-way line of said West Taylor Street, a distance of 116.45 feet; thence South $00^{\circ}01'33''$ West, a distance of 26.96 feet, to the Point of Beginning of this description; thence South $00^{\circ}01'33''$ West, a distance of 22.91 feet; thence North $89^{\circ}58'27''$ West, a distance of 64.18 feet; thence North $00^{\circ}01'33''$ East, a distance of 22.91 feet; thence South $89^{\circ}58'27''$ East, a distance of 64.18 feet to the Point of Beginning, all being situated within the City of Chicago, County of Cook, and State of Illinois.

Also,

All that portion of the following described premises lying above Elevation 14.30 and beneath Elevation 27.76 City of Chicago Datum being part of said Lot 66, more particularly bounded and described as follows to-wit:

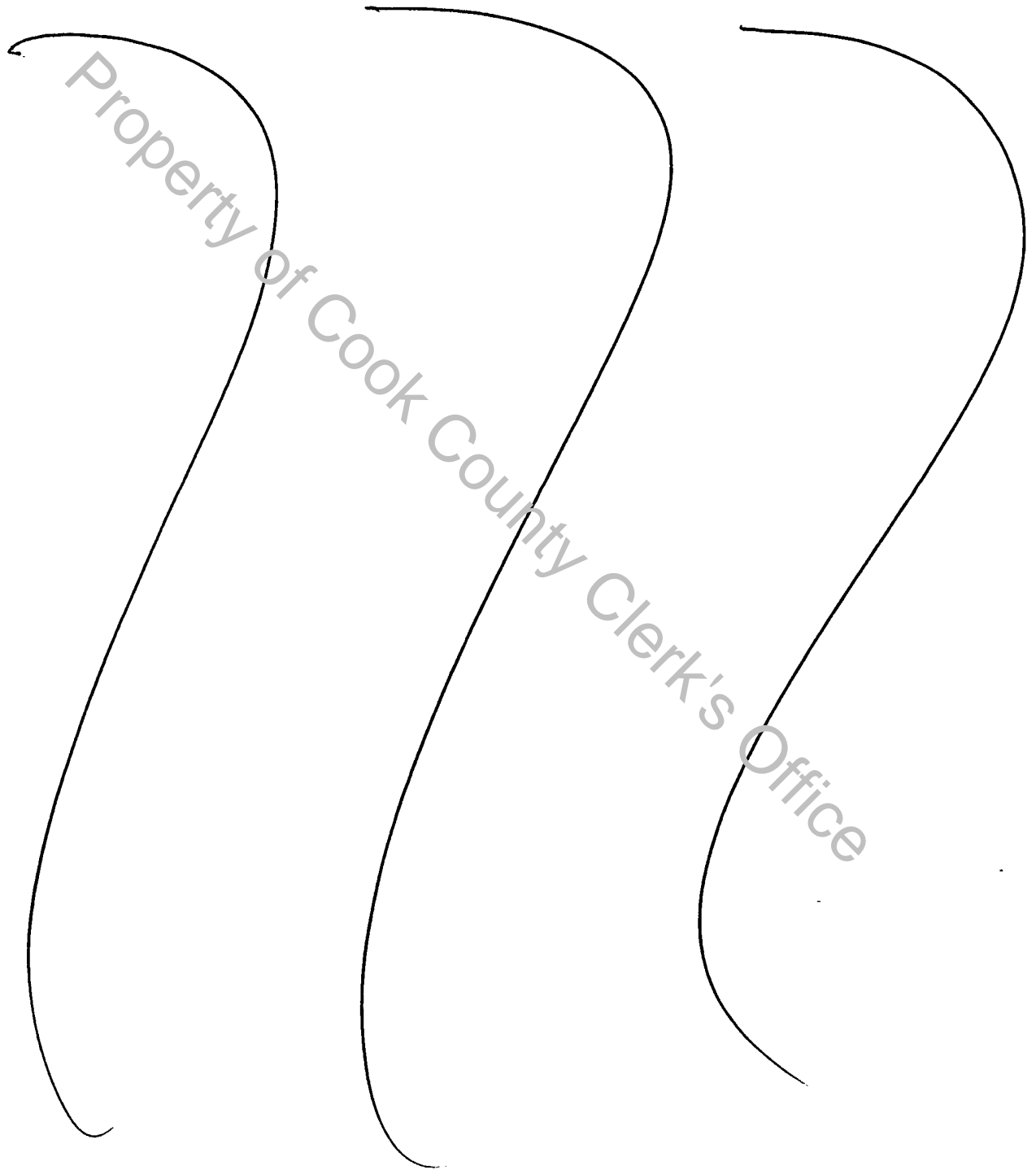
Commencing at the Northwest corner of said Lot 66, said point also being the Southeast corner of the intersection of West Taylor Street and South Throop Street; thence South $89^{\circ}58'27''$ East along the South right-of-way line of said West Taylor Street, a distance of 1.57 feet; thence South $00^{\circ}01'33''$ West, a distance of 3.37 feet to the Point of Beginning of this description; thence South $89^{\circ}58'27''$ East, a distance of 13.75 feet; thence North $00^{\circ}01'33''$ East, a distance of 1.56 feet; thence South $89^{\circ}58'27''$ East, a distance of 0.94 feet; thence North $00^{\circ}01'33''$ East, a distance of 0.49 feet; thence South $89^{\circ}58'27''$ East, a distance of 25.23 feet; thence South $00^{\circ}01'33''$ West, a distance of 0.49 feet; thence South $89^{\circ}58'27''$ East, a distance of 0.94 feet; thence South $00^{\circ}01'33''$ West, a distance of 1.56 feet; thence South $89^{\circ}58'27''$ East, a distance of 14.42 feet; thence South $00^{\circ}01'31''$ West, a distance of 21.97 feet; thence North $89^{\circ}58'32''$ West, a distance of 0.49 feet; thence South $00^{\circ}01'33''$ West, a distance of 24.53 feet; thence North $89^{\circ}58'27''$ West, a distance of 27.91 feet; thence North $00^{\circ}01'33''$ East, a distance of 15.43 feet; thence North $89^{\circ}58'27''$ West, a distance of 1.32 feet; thence North $00^{\circ}01'33''$ East, a distance of 1.94 feet; thence North $89^{\circ}58'27''$ West, a distance of 3.54 feet; thence South $00^{\circ}01'33''$ West, a distance of 13.02 feet; thence North $89^{\circ}58'27''$ West, a distance of 1.71 feet; thence South $00^{\circ}01'33''$ West, a distance of 4.34 feet; thence North $89^{\circ}58'27''$ West, a distance of 29.70 feet; thence North $00^{\circ}01'33''$ East, a distance of 17.47 feet; thence North $89^{\circ}58'27''$ West, a distance of 40.22 feet; thence North $00^{\circ}01'33''$ East, a distance of 6.41 feet; thence North $89^{\circ}58'30''$ West, a distance of 9.99 feet; thence North $00^{\circ}01'33''$ East, a distance of 0.66 feet; thence North $89^{\circ}58'19''$ West, a distance of 0.49 feet; thence North $00^{\circ}01'51''$ East, a distance of 21.97 feet to the Point of Beginning, all being situated within the City of Chicago, County of Cook, and State of Illinois.

PIN: 17-17-333-001

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COMMON ADDRESS: 1251-1259 W. Taylor Street

CHICAGO-#75046-v1-RSII_Rental_Retail_Legal_Description.DOC



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EXHIBIT C

FORM OF PARTIAL RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS

PARTIAL RELEASE OF DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS that the United States of America, Secretary of Housing and Urban Development, by its duly authorized Director of the Office of Public Housing, in consideration of One Dollar (\$1.00) and other good and valuable considerations, received to its full satisfaction from the Chicago Housing Authority, a municipal corporation, ("Housing Authority") and Roosevelt Square II Limited Partnership, an Illinois limited partnership, ("Partnership") does hereby release the real estate described below from the operation and effect of a certain Declaration of Restrictive Covenants from the Housing Authority and Partnership dated July, 20, 2007, and recorded in the Office of the Recorder, Cook County, Illinois on _____, 2007 as Document No. _____.

[INSERT DESCRIPTION OF PROPERTY THAT IS THE SUBJECT OF COMMERCIAL GROUND LEASE]

The property described herein is the subject of that certain Commercial Ground Lease dated as of July 20, 2007 and recorded in the Office of the Recorder, Cook County, Illinois on _____, 2007 as Document No. _____. This Partial Release is granted to allow the Partnership to assign its interest under the Commercial Ground Lease to RS Retail LLC, an Illinois limited liability company.

This Partial Release of Declaration of Restrictive Covenants shall not be construed to waive or in any manner affect or invalidate the lien of said Declaration of Restrictive Covenants upon the residue of the real property described therein.

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IN WITNESS WHEREOF, the United States of America, Secretary of Housing and Urban Development, has caused its name to be subscribed by its Director of the Office of Public Housing, this day of _____, 200__.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

Steven Meis, Director of the Office of Public
Housing, Illinois State Office

Signed and acknowledged in the presence of

Mail To: Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren Street, 12th Floor
Chicago, Illinois 60605

Attn: Cherie Strong, Assistant General Counsel

