

**UNOFFICIAL COPY**



0830945013

Doc#: 0830945013 Fee: \$82.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 11/04/2008 09:12 AM Pg: 1 of 24

FOR RECORDER'S USE ONLY

**AGREEMENT REGARDING A FLOOR AREA BONUS  
TO BENEFIT (THE FORMER) UNITY BUILDING  
WITHIN THE WASHINGTON SQUARE DISTRICT,  
A DESIGNATED CHICAGO LANDMARK**

**By and Between**

**The City of Chicago**

**and**

**SR Cathedral, LLC, an Illinois limited liability company,  
Walton on the Park North, LLC, an Illinois limited liability company, and  
Walton on the Park South, LLC, an Illinois limited liability company**

Prepared By And After Recording Return To:

Patricia M. Moser  
Senior Counsel  
City of Chicago, Law Department  
Real Estate and Land Use Division  
121 N. LaSalle St., Room 600  
Chicago, Illinois 60602

# UNOFFICIAL COPY

## AGREEMENT REGARDING A FLOOR AREA BONUS TO BENEFIT (THE FORMER) UNITY CHURCH BUILDING WITHIN THE WASHINGTON SQUARE DISTRICT, A DESIGNATED CHICAGO LANDMARK

THIS AGREEMENT REGARDING A FLOOR AREA BONUS TO BENEFIT (THE FORMER) UNITY CHURCH BUILDING (this "**Agreement**"), dated as of October \_\_, 2008, is among SR CATHEDRAL, LLC, an Illinois limited liability company ("**Cathedral**"), WALTON ON THE PARK NORTH, LLC, an Illinois limited liability company ("**Walton North**"), WALTON ON THE PARK SOUTH, LLC, an Illinois limited liability company ("**Walton South**" and together with Walton North, "**Walton**"), and the City of Chicago, an Illinois municipal corporation (the "**City**", collectively, the "**Parties**").

### RECITALS

WHEREAS, Cathedral owns certain property located at 927-935 North Dearborn Street and 19-33 West Walton Street and known as the Scottish Rite Temple (formerly the Unity Church Property) (the "**Temple Property**") in Chicago, Illinois; and

WHEREAS, Walton North and Walton South own adjacent properties at 1 West Walton Street and 2 West Delaware Place, respectively, in Chicago, Illinois (the "**Walton Properties**"), which properties are also adjacent to and located within 600 feet of the Temple Property; and

WHEREAS, the Temple Property is encumbered by that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of January 18, 2008 between Cathedral and New Century Bank, an Illinois banking corporation, as agent for itself and other lenders (collectively, the "**North Lender**"), pursuant to which the North Lender has allowed the Preservation Work (as hereinafter defined) to be conducted on the Temple Property; and

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance allows for certain floor area bonuses which permit developers to construct improvements that exceed the applicable maximum floor area; such bonuses are intended to provide economic incentive for developers to provide public amenities that improve the quality of life for City residents and visitors; and

WHEREAS, the Section 17-4-1022 of the Chicago Zoning Ordinance permits an "Adopt-a-Landmark" floor area bonus which may be granted in return for payments to property owners of officially designated historic landmark buildings to support specific restoration projects; and

WHEREAS, the Temple Property is located in the Washington Square District, a Chicago Landmark District designated by the City of Chicago on May 16, 1990, and amended on April 9, 2008; and

WHEREAS, the Temple Property and the Walton Properties are included in Residential-Business Planned Development No. 1043 (the "**RBPD**"), approved by the City Council of Chicago on December 13, 2006; and

# UNOFFICIAL COPY

WHEREAS, the City has granted an Adopt-a-Landmark bonus of 107,935 s.f. (the "Adopt-a-Landmark FAR Bonus" or "Bonus") in RBPD No. 1043 which allows the construction of an additional 20% of floor area over and above the amount permitted by the Base Floor Area Ratio; and

WHEREAS, the Temple Property requires, pursuant to the award of the Bonus in the RBPD, certain work to its exterior masonry, copper details and windows ("Preservation Work") as described in Exhibit A to the Recommendation to the City Council for a Floor Area Bonus to Benefit the (Former) Unity Church Building Within the Washington Square District, A Designated Chicago Landmark, adopted by the Commission on Chicago Landmarks on November 2, 2006, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Scope of Work"); and

WHEREAS, Walton South has agreed to expend a minimum of \$2,162,000.00 (the "Minimum Expenditure"), calculated pursuant to the Bonus Formula set out in Section 17-4-1022-C of the Zoning Ordinance, to complete the Preservation Work; and

WHEREAS, Walton desires to pay for the Preservation Work, with Walton North utilizing the Adopt-a-Landmark FAR Bonus, all in accordance with the provisions of that certain Restrictive Covenant Agreement dated for reference purposes only as of January 17, 2008 and recorded on March 10, 2008 in the office of the Cook County Recorder as Document No. 0807010141 (the "RCA"), and Cathedral desires to accept Walton's payment for the Preservation Work and forego any right Cathedral may have to the Adopt-a-Landmark FAR Bonus; and

WHEREAS, the City has issued building permit no. 100234701 to allow the stained-glass window and façade repair portions of the Preservation Work; and

WHEREAS, the City desires to ensure that the Preservation Work is completed in accordance with the Scope of Work and plans and specifications prepared by Wiss, Janney, Elstner Associates, Inc., (the "Architect") dated June 12, 2007 and approved under building permit no. 100234701 (and subsequent revisions, if any) (the "Plans"); and

WHEREAS, the parties desire to memorialize their agreements regarding the performance of and payment for the Preservation Work.

NOW, THEREFORE, in consideration of the City's grant of the Adopt-a-Landmark FAR Bonus and the mutual agreements set forth herein, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into and made a part of this Agreement.
2. Scope of Project/Plans and Architectural Drawings. The Preservation Work shall consist of cleaning, repair and other work itemized in the Scope of Work, Exhibit A hereto. All work shall be carried out in accordance with both the Plans and the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*.

# UNOFFICIAL COPY

3. Performance of the Preservation Work. Walton South shall perform, or cause to be performed, the Preservation Work. The RJ Group, Ltd., City of Chicago license number TGC051703, is the general contractor (the "General Contractor") for the Preservation Work. Walton South shall timely pay any and all invoices for the performance of the Preservation Work.

4. Performance Bond/Letter of Credit. Walton South shall either: (a) obtain an irrevocable letter of credit in favor of the City (the "Letter of Credit"), in an amount equal to the Minimum Expenditure, or such lesser amount as the City shall agree, or (b) obtain, or cause the General Contractor to obtain, a Performance Bond in favor of, and in a form reasonably acceptable to, the City (the "Performance Bond"), in an amount equal to the Minimum Expenditure, or such lesser amount as the City shall agree. If the Letter of Credit is issued, the Performance Bond may be substituted therefor at a later date. The Letter of Credit shall be issued by a bank reasonably acceptable to the City. The Performance Bond shall be issued by a bonding company licensed in the State of Illinois which is rated in the latest A.M. Best rating guide as A:VIII or better. The Performance Bond shall designate the City as a co-obligee insuring the undertaking of the Preservation Work in accordance with the terms of this Agreement. The Parties agree to cooperate with the surety providing the Performance Bond by providing access to the Temple Property, copies of the Plans, and such other assistance and documents as may be necessary for the surety to complete the Preservation Work, in the event the City exercises its rights under the Performance Bond. Walton South shall provide either the original Letter of Credit or a copy of the Performance Bond to the City prior to and as a condition of the City's issuance of a building permit for the so called South Tower identified in the RBPD as "Tower 1".

5. Insurance. Walton South shall cause the General Contractor to purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy form in the total amount of not less than the Minimum Expenditure. The City shall be named as an additional insured on the insurance policy at no cost to the City. Walton South shall provide the City with evidence of such insurance prior to, and as a condition of the City's issuance of a building permit for Tower 1.

6. Acceptance of Preservation Work. Cathedral hereby agrees to (i) accept the performance of and payment for the Preservation Work by Walton South, and (ii) forego any current or future claim it may have to the Adopt-a-Landmark FAR Bonus.

7. Payment for the Preservation Work. Walton South shall expend, in the aggregate amount, for the Preservation Work not less than the Minimum Expenditure. Such expenditures will be paid through Construction Escrow No. 07031929 at Stewart Title Company.

8. Reimbursement by Walton North. Walton North, which will benefit from the Adopt-a-Landmark FAR Bonus, will reimburse Walton South for payment for the Preservation Work in accordance with the terms and conditions of the RCA.

9. Inspection by the City. The City, North Lender and Corus Bank, N.A. ("South Lender") each have the right to make periodic inspections of the Preservation Work.

# UNOFFICIAL COPY

10. Security and Maintenance of the Temple Property. For the duration of the Preservation Work, the General Contractor will provide security and maintenance services to the Temple Property and control access thereto, subject to the rights of the City, North Lender and South Lender to make inspections pursuant to paragraph 9 hereof.

11. Completion of the Preservation Work. The Preservation Work has commenced and will be completed not later than June 30, 2010, subject to extension for delays occasioned by war, acts of God, riots, civil commotion, governmental regulation, unseasonable weather conditions, material shortages, strikes, work stoppages, labor difficulties, municipal requirements or such other causes beyond the reasonable control of Walton South as may result in delay (collectively, "**Force Majeure**") (the "**Completion Date**"). Upon completion of the Preservation Work, Cathedral shall apply to the Commission on Chicago Landmarks for a Certificate of Completion, which application shall include (i) a letter signed by the Architect attesting to the completion of the Preservation Work in accordance with the Plans, and (ii) the General Contractor's sworn statement documenting the Minimum Expenditure made in the performance of the Preservation Work. The Preservation Work must be completed and a Certificate of Completion of the Preservation Work must be obtained from the Commission on Chicago Landmarks prior to the issuance of the Certificate of Occupancy for Tower 1. The Commission on Chicago Landmarks shall issue a Certificate of Completion after determining, in its reasonable discretion, that Walton South has completed the Preservation Work in accordance with the Plans (the "**Completion**") and has expended the Minimum Expenditure in the performance of the Preservation Work (the "**Payment**"). The Completion (by not later than the Completion Date) and the Payment are, together, the "**Walton Obligations.**"

12. Cure. If a Default (as defined in Section 13) occurs, the City shall provide written notice to Walton South, the North Lender and the South Lender. Walton South, the North Lender and the South Lender shall have sixty (60) days after delivery of such written notice to cure such Default, or such longer period as shall be reasonably necessary to cure such Default, provided Walton South, the North Lender or the South Lender promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the Default does not create material risk to the Temple Property). If the Default is not cured in the time period provided for herein, the City 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, without limitation, proceedings to compel specific performance. In addition, the City may either draw on the Letter of Credit and utilize the proceeds to the extent necessary, in the City's reasonable discretion, to complete the Preservation Work, or exercise its rights under the Performance Bond, as the case may be. Any Default which is not cured pursuant to this Section 12 shall constitute an immediate "**Event of Default**" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity as may be available to the City including with respect to the Temple Property only (i) revocation of existing building permits, (ii) issuance of a stop-work order, (iii) revocation of Part II approval, and (iv) the refusal to issue further building permits.

13. Default. The occurrence of any one or more of the following shall constitute a "**Default**" under this Agreement:



# UNOFFICIAL COPY

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

(b) Walton South makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or any other document) which is not true and correct and the City is materially damaged thereby; or

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

(d) After commencing the Preservation Work, Walton South abandons or substantially suspends the Preservation Work for a period of more than thirty (30) days, but not if such abandonment or suspension is caused by Force Majeure; or

(e) Walton North donates the Temple Property to a donee without the consent of the Commissioner of the Department of Planning and Development, in violation of statement 11(d) of RBPDP No. 1043.

14. 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 of the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Walton shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Walton.

15. Stop-Work/Revocation of Permit. The City may issue a stop-work order or revoke any permits for the Temple Property at any time without prior notice where the Preservation Work is not being completed in accordance with the plans and specifications, permit, and Scope of Work.

16. Indemnification by Walton South. Walton South agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) Walton South's failure to perform its obligations under this Agreement; (b) the failure of Walton South or any of its contractors to pay contractors, subcontractors or material suppliers in connection with the Preservation Work; or (c) Walton South's failure to redress any of its misrepresentations or omissions in this Agreement or any other agreement relating hereto. This indemnification shall survive the termination of this Agreement (regardless of the reason for such termination); provided, however, that the indemnity set forth in subsection (a) above shall terminate upon issuance of the Certificate of Completion as set forth in Section 11 above.

17. Indemnification by Walton North. Walton North agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) Walton North's failure to perform its obligations under this Agreement; or (b) Walton North's failure to redress any of its misrepresentations or omissions in this Agreement or any other agreement

# UNOFFICIAL COPY

relating hereto. This indemnification shall survive the termination of this Agreement (regardless of the reason for such termination); provided, however, that the indemnity set forth in subsection (a) above shall terminate upon issuance of the Certificate of Completion as set forth in Section 11 above.

18. Notices. All notices, requests or other communications which may be or are required to be given, served or sent by any party hereto to any other party hereto shall be deemed to have been properly given, if in writing and shall be deemed delivered (a) upon delivery, if delivered in person (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Office and sent by registered or certified mail, postage paid, return receipt requested, and in each case, addressed as follows:

If to Cathedral:

SR Cathedral, LLC  
c/o The Enterprise Companies  
600 W. Chicago Avenue, Suite 750  
Chicago, IL 60610  
Attention: Ronald B. Shipka, Jr.

And to:

SR Cathedral, LLC  
c/o Mesirow Financial Real Estate  
Brokerage, Inc.  
350 N. Clark Street  
Chicago, IL 60610  
Attention: Michael Szkatulek

And to:

Schiff Hardin LLP  
6600 Sears Tower  
Chicago, IL 60606  
Attention: David A. Grossberg

If to Walton South:

Walton on the Park South, LLC  
c/o The Enterprise Companies  
600 W. Chicago Avenue, Suite 750  
Chicago, IL 60610  
Attention: Ronald B. Shipka, Jr.

And to:

Walton on the Park South, LLC  
c/o Mesirow Financial Real Estate  
Brokerage, Inc.

# UNOFFICIAL COPY

350 N. Clark Street  
Chicago, IL 60610  
Attention: Michael Szkatulski

And to:

Schiff Hardin LLP  
6600 Sears Tower  
Chicago, IL 60606  
Attention: David A. Grossberg

If to Walton North:

Walton on the Park North, LLC  
c/o The Enterprise Companies  
600 W. Chicago Avenue, Suite 750  
Chicago, IL 60610  
Attention: Ronald B. Shipka, Jr.

And to:

Walton on the Park North, LLC  
c/o Mesirow Financial Real Estate  
Brokerage, Inc.  
350 N. Clark Street  
Chicago, IL 60610  
Attention: Michael Szkatulski

And to:

Schiff Hardin LLP  
6600 Sears Tower  
Chicago, IL 60606  
Attention: David A. Grossberg

If to the City:

City of Chicago  
Department of Planning and Development  
121 N. LaSalle Street, Room 1000  
Chicago, IL 60602  
Attention: Commissioner

And to:

City of Chicago  
Department of Law  
Real Estate & Land Use Division  
121 N. LaSalle Street, Room 600  
Chicago, IL 60602

If to South Lender:



# UNOFFICIAL COPY

Corus Bank, N.A.  
3959 N. Lincoln Avenue  
Chicago, IL 60613  
Attention: Paul Carlson, Vice President

And to:

Reed Smith LLP  
10 S. Wacker Drive, Suite 4000  
Chicago, IL 60606  
Attention: Cynthia Jared

If to North Lender:

New Century Bank  
363 W. Ontario Street  
Chicago, IL 60610  
Attention: Janel Jamison

And to:

Duane Morris LLP  
227 W. Monroe Street, Suite 3400  
Chicago, IL 60606  
Attention: Kenneth A. Latimer

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

20. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter.

22. Amendments. Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation or rescission of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

23. Severability. If any provision of the Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

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

# UNOFFICIAL COPY

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated Agreement.

[Signatures on following pages]

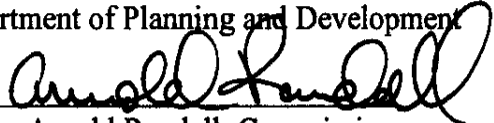
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

**City:**

City of Chicago, acting by and through its  
Department of Planning and Development

By:   
Arnold Randall, Commissioner

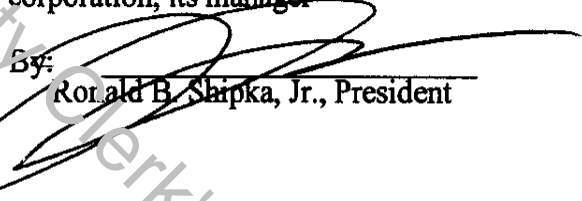
**Walton North:**

Walton on the Park North, LLC, an Illinois limited liability company

By: EDC Walton on the Park North, LLC, an Illinois limited liability company, a manager

By: EDC Walton and Dearborn, LLC, an Illinois limited liability company, its manager


By: EDC Management, Inc., an Illinois corporation, its manager

By:   
Ronald B. Shipka, Jr., President

By: MFDE-State and Dearborn, LLC

By: Mesirow Financial Developer Equity, LLC, its sole member

By: Mesirow Financial Real Estate, Inc., its member/manager

By:   
Its: Alexander Stov  
SENIOR MANAGING DIRECTOR

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**Walton South:**

Walton on the Park South, LLC, an Illinois limited liability company

By: EDC Walton on the Park South, LLC, an Illinois limited liability company, a manager

By: EDC Walton and Dearborn, LLC, an Illinois limited liability company, its manager

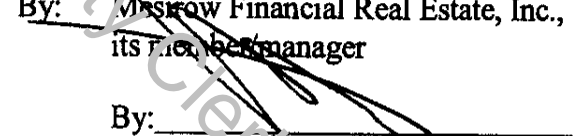
By: EDC Management, Inc., an Illinois corporation, its manager

By:   
Ronald B. Shipka, Jr., President

By: MFDE-State and Dearborn, LLC

By: Mesirow Financial Developer Equity, LLC, its sole member

By: Mesirow Financial Real Estate, Inc., its member manager

By:   
Its: Liora Stein  
Senior Managing Director

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**Cathedral:**

SR Cathedral, LLC, an Illinois limited liability company

By: EDC Cathedral, LLC, an Illinois limited liability company, a manager

By: EDC Walton and Dearborn, LLC, an Illinois limited liability company, its manager

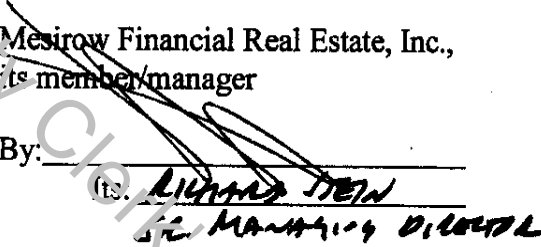
By: EDC Management, Inc., an Illinois corporation, its manager

By:   
Ronald B. Shipka, Jr., President

By: MFDE-State and Dearborn, LLC

By: Mesirow Financial Developer Equity, LLC, its sole member

By: ~~Mesirow Financial Real Estate, Inc., its member/manager~~

By:   
(s. Richard Stein  
Sr. Managing Director

Property of Cook County Clerk's Office

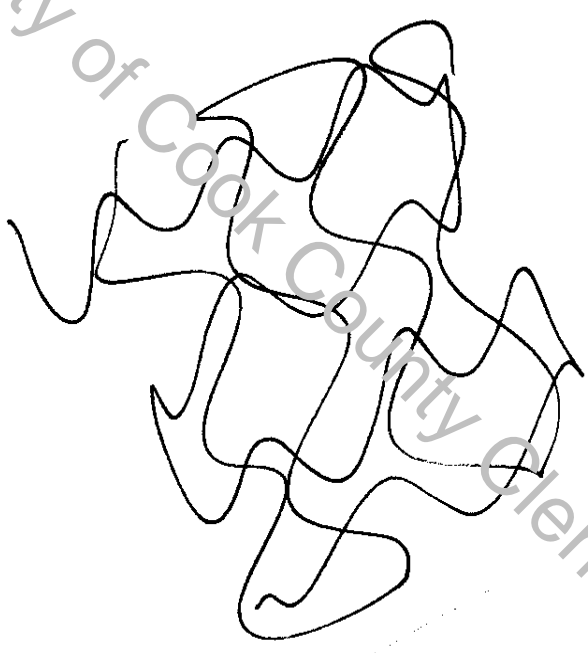
# UNOFFICIAL COPY

## EXHIBIT A

[attached]

CHI\5915864.20

Property of Cook County Clerk's Office





# UNOFFICIAL COPY

CITY OF CHICAGO  
COMMISSION ON CHICAGO LANDMARKS

November 2, 2006

**RECOMMENDATION TO THE CITY COUNCIL FOR A  
FLOOR AREA BONUS TO BENEFIT THE (FORMER) UNITY CHURCH BUILDING  
WITHIN THE WASHINGTON SQUARE DISTRICT,  
A DESIGNATED CHICAGO LANDMARK**

To the Mayor and Members of the City Council of the City of Chicago:

**Whereas**, a proposed residential-business planned development application submitted by State and Dearborn, LLC, for the property generally located at 5-33 W. Walton St., 916-920 N. State St., 6-34 W. Delaware Pl, and 915-935 N. Dearborn St. (the "Planned Development Site") involves a floor area bonus under the Chicago Zoning Ordinance pursuant to Sec. 17-4-1022 of the Municipal Code (the "Adopt-a-Landmark FAR Bonus") for "adopting" the (former) Unity Church Building, also known as the Scottish Rite Temple, at 929 N. Dearborn (the "Landmark Building"), within the Washington Square District, a designated Chicago Landmark; and

**Whereas**, the Washington Square District was designated as a Chicago Landmark by the City Council of the City of Chicago on May 16, 1990, pursuant to the Chicago Landmarks Ordinance (C.J.P. at pp. 15741-15743), and includes the Landmark Building; and

**Whereas**, the Landmark Building is owned by SR Cathedral, LLC, and is located within 600 feet of the Planned Development Site, located in a DX-7 and a DR-7 zoning district; and

**Whereas**, the Commission on Chicago Landmarks has reviewed an application for an Adopt-a-Landmark FAR Bonus to benefit and support the preservation of the Landmark Building through substantial renovation work visible from either a public street or from a portion of the interior that is open to the public (the "Landmark Project"); now therefore,

**The Commission on Chicago Landmarks hereby:**

1. Incorporates the above recitals; and
2. Finds that the Landmark Building is a historic building and a contributing building to the historic character of the Washington Square District; and
3. Finds, based on the Landmark Project Scope of the Work and Budget, incorporated herein and attached hereto as Exhibit A, that the Landmark Project is consistent with the landmark guidelines of the Chicago Landmarks Ordinance pursuant to Sec. 2-120-770 of the Municipal Code (the "Landmark Guidelines"); and

# UNOFFICIAL COPY

4. Finds that the Landmark Building is eligible for "adoption" under the Adopt-a-Landmark FAR Bonus and that the Landmark Project meets the eligibility criteria for the Adopt-a-Landmark FAR Bonus; and
5. Recommends that the Landmark Project be approved for the Adopt-a-Landmark FAR bonus; and
6. Authorizes the Commissioner of the Department of Planning and Development acting on behalf of the Commission on Chicago Landmarks to: (a) enter into an agreement with the owner of the Landmark Building or its successor regarding the manner in which the funds for the renovation work in the Landmark Project will be used; and (b) approve, as necessary, any minor modifications to the Landmark Project Scope of Work and Budget otherwise consistent with the purposes and requirements of the Adopt-a-Landmark FAR Bonus and Landmark Guidelines.

Adopted unanimously (8-2) on November 2, 2006.



David Mosena, Chairman  
Commission on Chicago Landmarks

# UNOFFICIAL COPY

EXHIBIT A

## Unity Church Building Washington Square District

### ADOPT-A-LANDMARK FAR BONUS

#### SCOPE OF WORK AND BUDGET

Subject to the review and approval of the Commission on Chicago Landmarks, the Landmark Project Scope of Work and Budget under the Adopt-a-Landmark FAR Bonus for the Landmark Building as identified below and as depicted on Exhibit B, attached hereto and incorporated herein, shall consist of:

<b><i>General Conditions</i></b>	<b>\$ 450,000</b>
<b><i>Masonry (All Elevations)</i></b>	<b>\$ 640,000</b>
Clean stone facades (\$230,000)	
Tuckpointing (\$320,000)	
Repair/reset/replace cracked or loose stone (\$90,000)	
<b><i>Restore Masonry Front Entry (West Elevation)</i></b>	<b>\$ 175,000</b>
Removal of existing non-historic coating (\$30,000)	
Repair/replacement of masonry for color match (\$90,000)	
Replacement of missing ornamental stone elements (\$55,000)	
<b><i>Windows (All Elevations)</i></b>	<b>\$ 430,000</b>
Replacement of broken glass and seal existing glazing (\$95,000)	
Removal of protective covers over stained glass windows and restore stained glass where needed (\$35,000)	
Removal of existing paint and re-paint window frames (\$100,000)	
Removal of non-historic masonry infill at main window above west entry and installation of window with major mullion divisions based upon the window's historic tracery pattern. The pipe organ behind the window shall be protected during construction and from direct sunlight. Any surviving stained glass shall be repaired and retained. Replacement of missing portions with stained glass is not required. (\$200,000)	
<b><i>Repair Copper Details (All Elevations)</i></b>	<b>\$ 60,000</b>
<b><i>Architectural Design/Administration Fees</i></b>	<b>\$ 125,000</b>
<b><i>Contingency (15%)</i></b>	<b>\$ 282,000</b>
<b>TOTAL</b>	<b>\$2,162,000</b>

# UNOFFICIAL COPY

## EXHIBIT A

Unity Church Building  
Washington Square District

### ADOPT-A-LANDMARK FAR BONUS

(Cont'd)

At the direction of the Commissioner of the Department of Planning and Development, any unused funds as part of the Landmark Project Budget may be used to replace the lancet windows in the two bell towers, or for accent lighting.

All work must be submitted to the Landmarks Division for prior review and approval as part of a building permit application. The Landmarks Division may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and/or control samples. All work shall be done in accordance with *The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*.

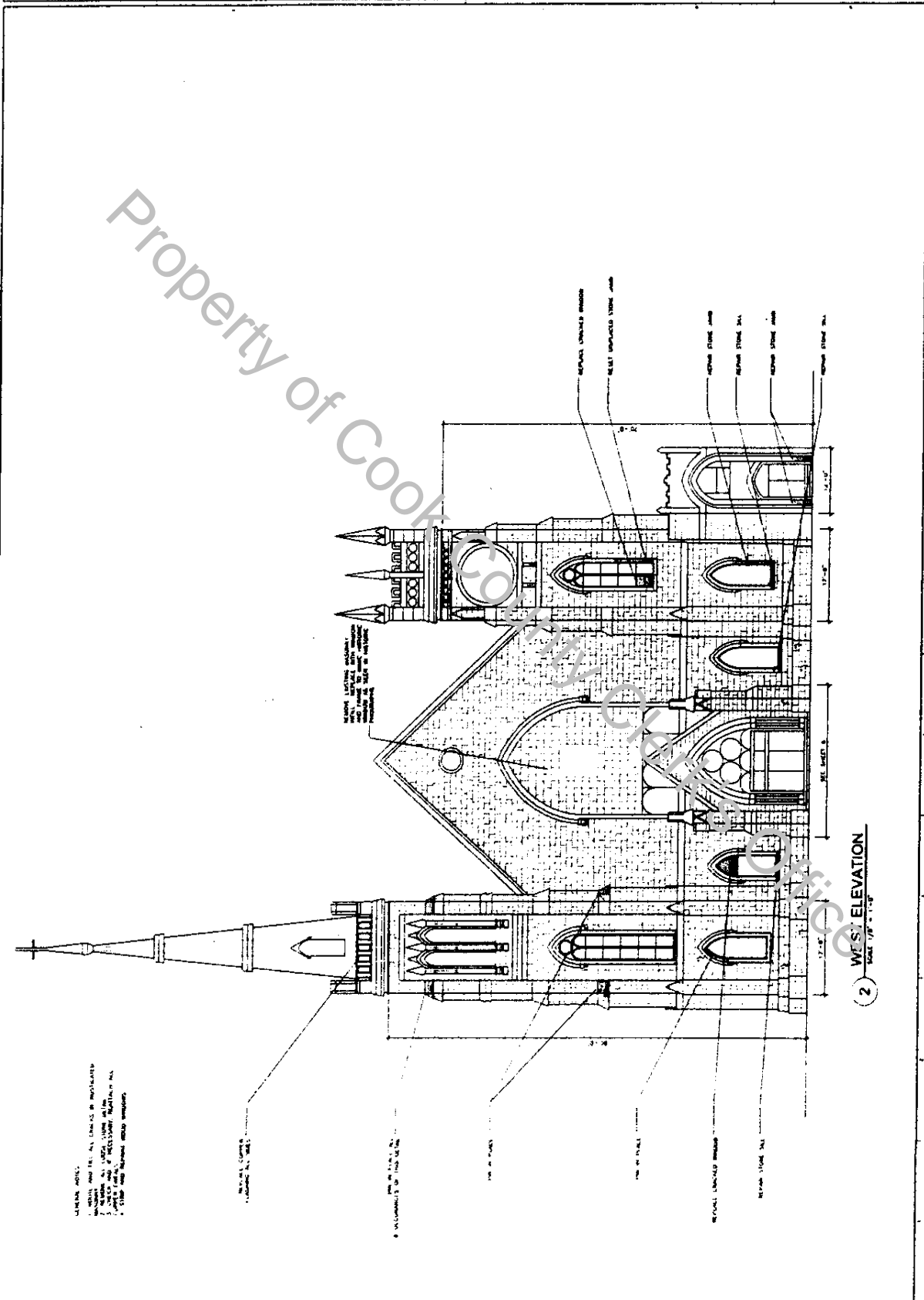
The Landmarks Division shall conduct a final inspection of the work upon completion. Upon completion of the work, the Commission on Chicago Landmarks will certify completion of the Landmark Project in accordance with the requirements of the Adopt-a-Landmark FAR Bonus and Landmark Guidelines.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY EXHIBIT B

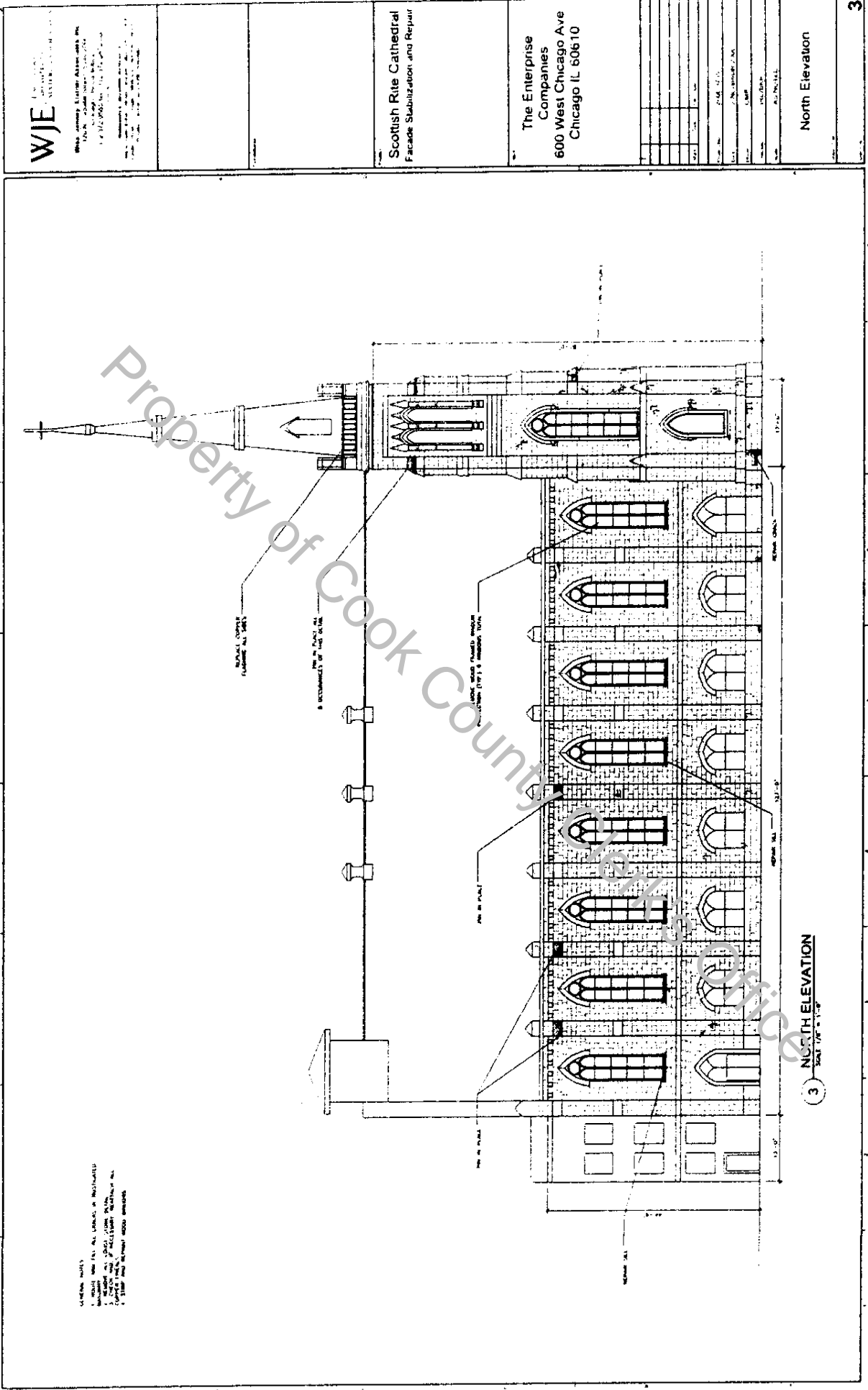
<p><b>WJE</b>        ARCHITECTS        1111 N. LA SALLE ST. SUITE 1000        CHICAGO, ILL. 60610        TEL: (312) 527-2000        FAX: (312) 527-2001        WWW.WJEARCHITECTS.COM</p>			<p><b>Scottish Rite Cathedral</b>        Façade Stabilization and Repair</p>	<p>The Enterprise        Companies        600 West Chicago Ave        Chicago IL 60610</p>	<table border="1"> <tr><td>NO.</td><td>DATE</td><td>BY</td><td>REVISION</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	BY	REVISION																																									<p>West Elevation</p>
NO.	DATE	BY	REVISION																																															





UNOFFICIAL COPY

EXHIBIT B



**WJE**  
 ARCHITECTS  
 1110 N. LaSalle Street  
 Chicago, IL 60610  
 Telephone: (312) 266-2800  
 Fax: (312) 266-2801  
 www.wje.com

Scottish Rite Cathedral  
 Facade Stabilization and Repair

The Enterprise  
 Companies  
 600 West Chicago Ave  
 Chicago IL 60610

NO.	DATE	BY	DESCRIPTION

North Elevation

**3**

LEGEND:  
 1. REPAIR COMPLETE (AS SHOWN IN 1/10/13)  
 2. REPAIR IN PROGRESS  
 3. REPAIR TO BE COMPLETED AT THE END OF 1/10/13

Property of Cook County



# UNOFFICIAL COPY EXHIBIT B

<p><b>WJE</b></p> <p><small>Architectural Firm</small></p> <p>131 N. Dearborn Street, Suite 3000 Chicago, IL 60610-5308</p> <p>TEL: 312.467.1500 FAX: 312.467.1510 WWW.WJE.COM</p>			<p><b>Scottish Rite Cathedral</b> Facade Stabilization and Repair</p>	<p>The Enterprise Companies 600 West Chicago Ave Chicago IL 60610</p>																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>NO.</td><td>DATE</td><td>DESCRIPTION</td><td>BY</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>				NO.	DATE	DESCRIPTION	BY																																								
NO.	DATE	DESCRIPTION	BY																																												
			<p>Additional Tower Elevations</p>	<p><b>5</b></p>																																											

