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Property of Cook County Clerk's Office



Doc#: 0934231096 Fee: \$104.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2009 01:00 PM Pg: 1 of 35

REDEVELOPMENT AGREEMENT

(Rental Projects-Rehabilitation/Rental-MPS LLC Interim Ownership Assignment to Big Developer Model)

Property Address: 1553 S Sawyer Avenue
PIN: 16-23-229-020-0000

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

Sweta Shah, Esq.
Assistant Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

(The Above Space For Recorder's Use Only)

This **REDEVELOPMENT AGREEMENT** (this "Agreement," or this "Redevelopment Agreement") is made as of the 11th day of November 2009, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Community Development ("DCD"), having its principal office

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at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), having its principal office at 120 South LaSalle Street, Suite 1850, Chicago, Illinois 60603, and MPS Community I, LLC, an Illinois limited liability company ("MPS LLC"), having its principal office at 120 South LaSalle Street, Suite 1850 Chicago, Illinois 60603. As used in this Agreement, references to the "Developer" shall refer to MPS LLC until such time as MPS LLC has conveyed title to the NSP Property to a Participating Entity, and thereafter shall refer to such Participating Entity (the foregoing capitalized terms are defined below).

RECITALS

A. The City has or will receive certain funds in the approximate amount of \$55,238,017 (the "Program Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions of the Housing and Economic Recovery Act of 2008, Public Law 110-289 - July 30, 2008, Title III - Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 et seq., as the same may be hereafter amended, restated or supplemented from time to time (the "Act") and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time (the "Regulations").

B. The City has submitted to HUD, and HUD has approved, the City's Substantial Amendment application to HUD governing the City's use of the Program Funds in a City neighborhood stabilization program (the "Program") in accordance with the Act and the Regulations to address the critical impact of increasing numbers of foreclosed properties within the City of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009 (the "Grant Agreement"). The Act, the Regulations, and the Grant Agreement are collectively referred to herein as the "NSP Legal Requirements").

C. The NSP Legal Requirements require the City to use the Program Funds for certain eligible activities, including, without limitation: (a) establishing financing mechanisms for the purchase and redevelopment of abandoned or foreclosed homes and residential properties; (b) acquisition and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon in order to sell, rent, or redevelop such homes and properties; (c) establishing and operating land banks for homes and residential properties that have been abandoned or foreclosed; (d) demolition of blighted structures; and (e) redevelopment of demolished or vacant properties (collectively, the "Eligible Activities").

D. The NSP Legal Requirements require that the City allocate 25% of the Program Funds to purchase and redevelop abandoned or foreclosed upon residential properties for housing individuals whose incomes do not exceed 50% of the area median income.

E. The NSP Legal Requirements further require that the City allocate 100% of the

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Program Funds to Eligible Activities benefiting communities and households whose incomes do not exceed 120% of the area median income.

F. The City and MPS, have entered into that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program dated June 30, 2009 (the "Subgrant Agreement"), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such Subgrant Agreement.

G. In furtherance of the Program, MPS LLC, which is an affiliate of MPS, shall assist by taking title to the NSP Property (as defined in Recital H) acquired pursuant to the Program. MPS LLC shall hold title only on an interim basis in order to facilitate the initial acquisition of the property, and shall thereafter convey the property to a qualified developer ("Participating Entity"), who shall then rehabilitate the property and thereafter rent such property to income-qualified households.

H. Pursuant to the Real Estate Purchase and Sale Agreement dated October 22, 2009 (the "REO Purchase Agreement") between IB Property Holdings, LLC (the "REO Lender") and MPS LLC, MPS LLC has contracted to acquire the property legally described on Exhibit A attached hereto and improved with the improvements described on Exhibit A to this Agreement (the parcel of real property and the improvements an "NSP Property") for the acquisition price specified in such exhibit (the "NSP Acquisition Price").

I. Pursuant to the NSP Legal Requirements, prior to such acquisition, the City and MPS have (i) completed the environmental review required pursuant to 24 CFR Part 58, (ii) obtained a current market value appraisal in conformity with the appraisal requirements of 49 CFR Part 24.103, and (iii) prepared a HUD Housing Quality Standards inspection report and scope of work with respect to the NSP Property.

J. Pursuant to that certain Loan Agreement dated September 2, 2009 by and between Local Initiatives Support Corporation ("LISC") and MPS LLC (the "Acquisition Loan Agreement"), LISC has agreed to make an acquisition financing facility available to MPS LLC to enable MPS LLC to acquire the NSP Property in a timely manner under the REO Purchase Agreement. In connection with the acquisition of the NSP Property, LISC has agreed to advance funds to MPS LLC for the NSP Property.

K. Pursuant to the Subgrant Agreement, the City shall advance Program Funds to MPS. MPS shall loan funds to MPS LLC in an amount not to exceed the amount necessary to acquire and rehabilitate the NSP Property as set forth on Exhibit A hereto (the "NSP Loan Amount"), pursuant to the Documents (as hereinafter defined), and the repayment terms set forth on Exhibit A hereto (the "Repayment Terms"). A portion of the NSP Loan Amount shall be used to repay the LISC acquisition loan described above.

L. Upon acquiring the NSP Property MPS LLC shall secure the property. MPS, MPS LLC and the City shall thereafter identify the Participating Entity that shall rehabilitate the NSP Property and, upon such identification, MPS LLC shall convey the NSP Property to such

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Participating Entity, which shall thereafter assume the obligations of MPS LLC under the Documents (as hereinafter defined) and complete the rehabilitation work specified herein and in the Exhibits attached hereto.

M. After the date hereof, the Participating Entity shall enter into a loan agreement (the "Rehabilitation Loan Agreement") with a to-be-identified private lender (the "Rehabilitation Lender") acceptable to MPS, MPS LLC and the City, for financing up to an amount necessary to complete the rehabilitation of the NSP Property, as specified in Exhibit A to this Agreement (the "NSP Redevelopment Cost"). The sum of the NSP Redevelopment Cost, the NSP Acquisition Price, and any additional amount necessary to acquire and rehabilitate the NSP Property shall equal the "NSP Total Development Cost," as specified in Exhibit A to this Agreement.

N. After the date hereof but in any event, prior to the transfer of the NSP Property to the Participating Entity, the Participating Entity shall enter into a loan commitment for permanent financing with a private lender acceptable to MPS, MPS LLC and the City (the "Permanent Financing"), such Permanent Financing to be made available to MPS LLC (and/or the Participating Entity) to refinance the NSP Property upon completion of rehabilitation of such property (any such refinancing, a "Disposition").

O. After completing the rehabilitation of the NSP Property, the Developer shall arrange for the permanent refinancing of such property and shall rent such property to income-qualified households and operate such property in accordance with the NSP Legal Requirements, this Agreement and that certain Regulatory Agreement dated as of the date hereof by and among the City, MPS and MPS LLC in connection with the NSP Property (the "Regulatory Agreement").

P. At the time of the Disposition, any net proceeds arising from such Disposition and the permanent refinancing of the property shall, after repayment of any loans from the Rehabilitation Lender associated with the NSP Redevelopment Cost, together with any interest accrued and payable, be paid to the City as program income under the Program.

Q. Developer expressly acknowledges and agrees that execution of this Redevelopment Agreement in favor of the City and MPS (collectively the "NSP Parties") secures certain performance and payment covenants intended to assure that the Developer complies with the NSP Legal Requirements and achieves the affordable housing objectives of the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS.

The recitals set forth above, together with the information set forth in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this

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reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. ACQUISITION.

MPS LLC agrees to purchase the NSP Property on the Closing Date (as defined below) for the NSP Acquisition Price set forth in Exhibit A to this Agreement. Based on such Exhibit, the NSP Acquisition Price shall be \$92,000.

SECTION 3. CLOSING COSTS.

MPS LLC shall pay all due diligence, closing and other reasonable and customary costs associated with its acquisition of the NSP Property, including, without limitation: (a) a survey of such NSP Property, which may or may not be an ALTA/ASCM survey, but which shall be sufficient to enable a title insurer to issue extended coverage over the standard exceptions that relate to survey issues; (b) an owner's policy of title insurance in the amount of the NSP Acquisition Price with respect to the NSP Property (the "Title Policy"); and (c) an inspector's report detailing the condition of the NSP Property and setting forth a required scope of rehabilitation or construction work for such NSP Property prior to its rehabilitation or construction, as applicable, which scope of work shall, together with any additional work items identified by MPS LLC as a result of its inspection of the NSP Property, serve as the basis for the required work applicable to such NSP Property, as set forth on Exhibit B to this Agreement (the "Required Work").

MPS LLC shall also provide customary purchaser closing documents, such as, for example, transfer tax declarations, and ALTA statements, in connection with the acquisition by MPS LLC of the NSP Property, and customary seller documents in connection with the disposition by MPS LLC of the NSP Property. The Participating Entity shall also provide customary purchaser closing documents in connection with such entity's acquisition of the NSP Property.

SECTION 4. TERMS OF CONVEYANCE OF NSP PROPERTY.

MPS LLC acknowledges that, upon acquiring the NSP Property, it shall hold title to such property subject to the NSP Legal Requirements, the Regulatory Agreement and this Agreement. Notwithstanding the foregoing, the City acknowledges and agrees that MPS LLC's primary obligations under this Agreement are to: (i) facilitate the acquisition of the NSP Property; (ii) hold title to the NSP Property acquired by MPS LLC until a Participating Entity is identified to rehabilitate such property and title to such property is conveyed to such Participating Entity; (iii) secure and provide property management services for the NSP Property acquired by MPS LLC until conveyance of such property to such Participating Entity; and (iv) convey the NSP Property acquired by MPS LLC to the Participating Entity chosen for such property and to assign to such Participating Entity MPS LLC's rights and obligations under the Documents and this Agreement. At the time of such conveyance and the execution by MPS LLC and such Participating Entity of a written assignment and assumption agreement, MPS LLC shall be released from any further obligations under this Agreement with respect to the NSP Property so conveyed to such Participating Entity, except for its obligation to make available to such Participating Entity any

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proceeds of any loan that the Rehabilitation Lender has agreed to fund in connection with the NSP Property, and MPS LLC has agreed to borrow, for the rehabilitation of the NSP Property, notwithstanding such conveyance, assignment and assumption.

The Developer shall select a general contractor (the "General Contractor") and shall cause such General Contractor to complete the Required Work for the NSP Property in accordance with the NSP Legal Requirements, all applicable Laws (as defined in Section 8 hereof), and the terms of this Agreement. The Developer shall cooperate with MPS, the City and HUD to arrange for the rental and operation of the NSP Property upon the completion of the rehabilitation or construction.

Prior to purchasing the NSP Property under the REO Purchase Agreement, the City, MPS and MPS LLC have conducted such due diligence as is appropriate to reasonably satisfy themselves as to all title, survey, real estate tax, environmental, zoning, accessibility, and other matters, including, without limitation, the physical condition of such NSP Property and any necessary or appropriate repairs, including, without limitation, the Required Work for such NSP Property.

MPS LLC shall (in arriving at the NSP Acquisition Price paid to the REO Lender or otherwise) pay-off, cause to be paid-off or otherwise cause the termination and release of all liens (other than real estate taxes, which are dealt with below) of a definite and ascertainable amount. The Title Policy shall insure title in MPS LLC free and clear of any such liens.

MPS LLC shall also (in arriving at the NSP Acquisition Price paid to the REO Lender or otherwise) pay or cause to be paid all general real estate taxes due and payable as of the Closing Date (as defined below). MPS LLC shall also pay all general real estate taxes that become due and payable during the period in which MPS LLC is in title to the NSP Property (including any taxes attributable to the period prior to the Closing Date, but which become due and payable during the period in which MPS LLC is in title). Upon any assignment by MPS LLC to the Participating Entity of its rights and obligations under this Agreement, such Participating Entity shall assume such payment obligation.

SECTION 5. CLOSING DATE.

Provided that the conditions precedent set forth in Section 6 below have been satisfied, MPS LLC shall acquire the NSP Property on the closing date established under the REO Purchase Agreement at such location as MPS LLC and the REO Lender may designate. If such conditions precedent have not been satisfied by such closing date, the closing date shall occur upon MPS LLC's satisfaction of such conditions, provided the REO Lender agrees to extend the closing date. The date on which any such closing occurs, as determined pursuant to this Section 5, is referred to herein as a "Closing Date".

SECTION 6. CONDITIONS PRECEDENT TO CLOSING.

Prior to the Closing Date, MPS LLC shall have prepared, obtained and delivered to MPS, and, at the City's request, delivered to the City, each of the following, unless the City, in its sole

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discretion, elects to waive such a closing condition.

- A. **Insurance.** Evidence of insurance satisfying the requirements of Exhibit C attached hereto.
- B. **Project Budget and Cash Flow Statements.** A project budget and cash flow statement for the NSP Property, setting forth: (i) the cost of the Required Work for such NSP Property, including any emergency repairs needed to address immediate health and safety issues, necessary to bring such NSP Property into compliance with the NSP Legal Requirements and all applicable Laws (as defined in Section 8 hereof) and in a condition suitable for operation and rental; (ii) any initial operating losses (i.e., negative cash flow prior to the time that the Developer's rehabilitation or construction work is complete and the NSP Property is suitable for operation and rental, including all real estate taxes prior to the operation and rental of such NSP Property) ("Initial Operating Losses"); (iii) a reasonable developer's fee permitted under the Regulations and approved by Mercy and the City (the "Permitted Developer's Fee"); and (iv) a projected budget for the continuing operation and rental of the NSP Property, including such reserves as are necessary for the maintenance of the NSP Property; or such other project budget and cash flow statement for such NSP Property as shall be acceptable to the City in its sole discretion (collectively, the "Approved Budget").
- C. **Organizational and Authority Documents.** With respect to MPS LLC, copies of the Developer's good standing certificate or certificate of existence; certified copies of its articles of organization and operating agreement; and an officer's certificate identifying the persons authorized to act on behalf of the Developer and including specimen signatures.
- D. **Reconveyance Deed.** A deed from MPS LLC for the NSP Property conveying such NSP Property to the City, which the City shall hold in trust as security for MPS LLC's performance of its obligations under this Agreement. Such deed shall be cancelled by the City and returned to MPS LLC concurrently with the conveyance of such property by MPS LLC to the Participating Entity. If an NSP Property is conveyed to a Participating Entity for rehabilitation, such Participating Entity shall, concurrently with such conveyance, execute and deliver to the City separate reconveyance deeds for the NSP Property conveying such NSP Property both (i) to the City, and, in the alternative, (ii) to MPS LLC. The City shall hold such deeds in trust as security for such Participating Entity's obligations under this Agreement and shall not record them unless a default occurs under this Agreement or the City exercises its repurchase rights under Section 8 of this Agreement (subject to the City's payment of the amounts due thereunder).
- E. **Preliminary Site Drawings or Plans and Specifications.** Preliminary site drawings, and plans and specifications ("Preliminary Drawings") for the Required Work for the NSP Property.

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- F. Performance Deposit. If MPS LLC is to be the Developer, in lieu of a payment and performance bond, MPS LLC shall provide to the City a performance deposit ("Performance Deposit") that shall be held as security under this agreement to secure the completion of the Required Work. Such Performance Deposit shall be funded in an amount equal to three (3) months of holding costs (e.g., real estate taxes, insurance costs, financing costs and property management costs), as reasonably estimated by the City. If it is anticipated that the Participating Entity shall act as Developer, such payment and performance bond or Performance Deposit shall be made at the time of the conveyance of the NSP Property by MPS LLC to such Participating Entity. The Performance Deposit shall be further subject to the provisions of Section 9 and Section 15.5 below.
- G. Mortgage; Other Documents. A note evidencing a loan of NSP Funds from MPS to MPS LLC (the "Note"), a mortgage encumbering the NSP Property in favor of MPS (the "Mortgage"), an Assignment of Mortgage and Documents from MPS to the City (the "Assignment of Mortgage"), the UCC-1 Financing Statement in favor of MPS (the "UCC-1") and such other documents as may be required under the NSP Legal Requirements or which the City may reasonably require, including, but not limited to, the Regulatory Agreement and an Assignment of Rents and Leases in favor of MPS (the "Assignment of Rents") (collectively, the Note, the Mortgage, the Assignment of Mortgage, the UCC-1, the Regulatory Agreement, the Assignment of Rents, together with this Redevelopment Agreement, shall be referred to herein as the "Documents").
- H. Any other documents required by the City, in its sole discretion.

If any closing conditions in this Section 6 have not been satisfied to the reasonable satisfaction of the City with respect to the NSP Property within forty-five (45) days of the date of this Agreement, the City may, at its option, terminate this Agreement as to the NSP Property, in which event, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the NSP Property. Alternatively, at its option, the City may opt to delay the Closing until such time as any unsatisfied closing conditions have been satisfied as to the NSP Property.

As a condition to the conveyance of the NSP Property by MPS LLC to the Participating Entity, MPS LLC and the City shall obtain the deliverables required (except that such Preliminary Drawings shall have been finalized into permit-ready final drawings ("Final Drawings"), as applicable to the Participating Entity and its general contractor, along with such additional documents as the City may require in its sole discretion.

SECTION 7. LIMITED APPLICABILITY.

The approval of any Preliminary Drawings or Final Drawings by the City is for the purposes of this Agreement only and does not constitute the approval required by the City's

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Department of Buildings or any other City department; nor does any approval by the City pursuant to this Agreement constitute an approval by the City of the quality, structural soundness or safety of any improvements located on the NSP Property, or their compliance with the NSP Legal Requirements, any Laws (as defined in Section 8 below), or any covenants, conditions or restrictions of record.

The submission of any Preliminary Drawings by MPS LLC for the purposes of satisfying condition precedent Section 6.E. does not constitute a representation or warranty by the MPS LLC of such preliminary drawings' compliance with the NSP Legal Requirements, any Laws (as defined in Section 8 below), or any covenants, conditions or restrictions of record. Final Drawings shall comply with the NSP Legal Requirements, any applicable Laws, and any applicable covenants, conditions and restrictions.

SECTION 8. REHABILITATION OR CONSTRUCTION OF IMPROVEMENTS.

The Developer shall commence the Required Work for the NSP Property promptly upon acquiring title to such property and shall thereafter diligently proceed to complete such Required Work within six (6) months of such acquisition date (this requirement shall not apply to MPS LLC with respect to the NSP Property that is to be conveyed to a Participating Entity for rehabilitation or construction). If, despite such commencement of the Required Work, the Developer has failed to reasonably progress towards completion of the rehabilitation or construction of improvements on the NSP Property within such six (6) month period, such failure shall entitle the City to elect, at its sole option, to repurchase such NSP Property from the Developer for an amount equal to the sum of (i) the NSP Acquisition Price, (ii) the costs reasonably incurred by the Developer in performing the Required Work for such property (not to exceed the amount thereof included in the Approved Budget, (iii) any Initial Operating Losses to date, and (iv) one-half of the Permitted Developer's Fee. The City may offset against such purchase price an amount equal to any subsidies (including grants or loans) from Program Funds provided by the City with respect to such NSP Property (or pledged to any lender providing acquisition or rehabilitation or construction financing in repayment of any such financing), and may also offset any other amounts owed by the Developer under this Agreement. The City may cause the reconveyance deed deposited pursuant to this Agreement to be recorded in order to consummate such repurchase. If the reconveyance deed runs to MPS LLC, upon the City's written request, MPS LLC shall thereafter convey such NSP Property to the City. The Developer shall cooperate in executing any additional documents required in connection therewith.

The Required Work for the NSP Property shall be completed in accordance with the NSP Legal Requirements, this Agreement, the Drawings and all applicable Laws. "Laws" shall mean and include all federal, state and local laws, statutes, ordinances, rules, regulations, OMB Circulars, and executive orders as are now or may be in effect during the term of the Agreement, which may be applicable to the Developer, such Required Work, and the Developer's obligations under this Agreement, including but not limited to: (i) the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. Section 4831(b); (ii) the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 327 et seq., as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5; (iii) the Copeland "Anti-kickback" Act, 18 U.S.C. Section 874, as

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supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 3; (iv) Section 104(g) of the Housing and Community Development Act of 1974, 42 U.S.C. Section 5301 et seq., and 24 C.F.R. Part 58; (v) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794 and implementing regulations at 24 C.F.R. Part 8, Subpart C; (vi) 24 C.F.R. Part 24; (vii) the Americans with Disabilities Act of 1990, Public Law 101-336 dated July 26, 1990; (viii) the Fair Housing Amendments Act of 1988, Public Law 100-430 dated September 13, 1988; (ix) the Davis-Bacon Act (unless determined by HUD to be inapplicable); (x) the City of Chicago Landlord - Tenant Ordinance, Municipal Code of Chicago, Chapter 5-12; (xi) Title I of the Housing and Community Development Act of 1974, as amended and as applicable, and the Community Development Block Grant Regulations promulgated pursuant thereto at 24 CFR Part 570; (xii) all environmental laws, including but not limited to the Municipal Code of Chicago, Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560, whether or not in the performance of this Agreement; (xiii) the City of Chicago Building Code; and (xiv) the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon the completion of the Required Work for the NSP Property, the Developer may request from MPS a certificate of completion ("Certificate of Completion") for the NSP Property. If, at the time that MPS receives such a request from the Developer with respect to an NSP Property, the Developer has not completed the Required Work for such property satisfactorily, as determined by the NSP Parties, or has otherwise failed to perform its obligations under this Agreement, the NSP Parties shall so advise the Developer. The Developer shall have the right to satisfactorily complete any Required Work for such property and perform any unperformed obligation and to re-request the issuance of a Certificate of Completion for the NSP Property. Upon issuance of the Certificate of Completion, the Performance Deposit, if made in cash, shall be refunded to the Developer provided no amounts are owed by the Developer to the City under this Agreement.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

10.1 Shall not discriminate based upon race, color, religion, sex, gender identity, disability, marital status, parental status, national origin or ancestry, military discharge status, sexual orientation, source of income, age or handicap, in the sale, lease, rental, use or occupancy of the NSP Property; and

10.2 Shall rehabilitate or construct, as applicable, the improvements on the NSP Property acquired by the Developer by performing the Required Work for such NSP Property and, upon completion of the Required Work for such NSP Property, operate and rent such rehabilitated or newly constructed improvements on the NSP Property only (a) to income-qualified households in accordance with the NSP Legal Requirements (as determined under the Regulatory Agreement), and (b) in accordance with the Mortgage; and

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10.3 Shall cause the Mortgage, the Assignment of Mortgage, the Assignment of Rents and the Regulatory Agreement encumbering the NSP Property to be recorded in the Recorder's Office concurrently with the execution of this Agreement.

SECTION 11. PROHIBITION AGAINST TRANSFER OF NSP PROPERTY.

Prior to the issuance of the Certificate of Completion for the NSP Property, the Developer may not, without the prior written consent of MPS and the City, which consent shall be in the sole discretion of MPS and the City: (a) directly or indirectly sell or convey such NSP Property or any part thereof or any interest therein or the Developer's controlling interests therein (except the conveyance by MPS LLC to a Participating Entity); or (b) directly or indirectly assign this Agreement (except in connection with an assignment of this Agreement by MPS LLC to a Participating Entity). If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion for the NSP Property acquired by the Developer to anyone other than another principal party of the Developer, without the prior written consent of MPS and the City, which consent shall be in the sole discretion of MPS and the City. In the event of a proposed sale of the NSP Property, the Developer shall provide MPS and the City with copies of any and all sale contracts and such other information as MPS and the City may request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement). Any transfer of the NSP Property shall be subject to the NSP Legal Requirements, the Regulatory Agreement, Assignment of Rents, the Assignment of Mortgage, the Mortgage and this Redevelopment Agreement.

SECTION 12. LIMITATION UPON ENCUMBRANCE OF NSP PROPERTY.

Prior to the issuance of the Certificate of Completion for the NSP Property, the Developer shall not, without the prior written consent of MPS and the City, which consent shall be in the sole discretion of MPS and the City, engage in any financing or other transaction which creates an encumbrance or lien on such NSP Property, except for the financing provided under the Acquisition Loan Agreement and the Rehabilitation Loan Agreement.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

The holder of any mortgage on the NSP Property approved pursuant hereto shall not itself be obligated to construct or complete the Required Work for such NSP Property, but shall be bound by the covenants running with the land specified in Section 14 hereof. If any such mortgagee succeeds to the Developer's interest in the NSP Property prior to issuance of a Certificate of Completion for such property, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in such NSP Property to another party, such transferee shall be obligated to complete the Required Work for such property, and shall also be bound by all other obligations of the Developer under this Redevelopment Agreement and the other Documents with respect to such property.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

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The parties agree that, in addition to the NSP Legal Requirements and the Regulatory Agreement, the covenants provided in the Regulatory Agreement and in Sections 8 (Rehabilitation and Resale of Improvements), 10 (Restrictions on Use), 11 (Prohibition Against Transfer of NSP Property) and 12 (Limitation Upon Encumbrance of NSP Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity, for the benefit and in favor of the NSP Parties, and shall be enforceable by either of the NSP Parties. The covenant contained in Section 10.1 shall have no limitation as to time. The covenants provided in Sections 8, 10.2, 10.3, 11 and 12 shall terminate as to the NSP Property in accordance with the terms of the Documents.

SECTION 15. PERFORMANCE AND BREACH.

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

15.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of "force majeure" delays due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence. The time for the performance of the obligations shall be extended only for the period of the delay. This Section 15.2 shall not operate to excuse the performance of any action required under the NSP Legal Requirements.

15.3 Cure. If the Developer defaults in the performance of its obligations under this Redevelopment Agreement, including any obligation under the NSP Legal Requirements incorporated herein by reference, the Developer shall have thirty (30) days after written notice of default from the NSP Parties to cure the default. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 15.4 (d) or (f).

15.4 Event of Default. The occurrence of any one or more of the following, which is not cured within the cure period provided for in Section 15.3, shall constitute an "Event of Default" under this Agreement:

- (a) The Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement, including any obligation under the NSP Legal Requirements; or
- (b) The Developer makes or furnishes a warranty, representation, statement or certification to MPS or the City (whether in this Agreement, the Regulatory Agreement, an Economic Disclosure Statement, or another Document) that is not true and correct; or
- (c) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside; or

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(d) The Developer abandons or substantially suspends completion of the Required Work with respect to the NSP Property acquired by the Developer; or

(e) The Developer fails to timely pay real estate taxes or permits any levy or attachment, lien, or any other encumbrance unauthorized by this Agreement to attach to the NSP Property acquired by the Developer; or

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

(g) There is a change in the Developer's financial condition or operations that would materially affect the Developer's ability to complete any Required Work for the NSP Property acquired by the Developer.

15.5. Remedies. If an Event of Default occurs prior to the issuance of the Certificate of Completion for the NSP Property, and the default is not cured in the time period provided for herein, either of the NSP Parties may exercise any and all remedies available at law or in equity, including, without limitation, the right to record the reconveyance deed, re-enter and take possession of such NSP Property, terminate the Developer's estate in such NSP Property, and vest title to such NSP Property in the City or MPS LLC; provided, however, the vesting of title in the City or MPS LLC shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. In addition, the NSP Parties shall be entitled to recover from the Developer any costs incurred in enforcing the remedies of the NSP Parties or in curing the Event of Default, shall be entitled to retain the Performance Deposit, and shall be entitled to exercise any other rights and remedies available under this Agreement. The terms of this Section 15.5 shall in no way limit the rights of the NSP Parties under Section 8 hereof.

15.6 Reimbursement of City from Transfer Proceeds. If, as a result of the exercise of the remedies provided for under this Section 15, the City or MPS LLC reacquires title to the NSP Property, or causes title to the NSP Property to be conveyed to a new developer, the net transfer proceeds from any such transfer of such NSP Property shall be utilized to reimburse NSP Parties for:

- (a) costs and expenses incurred (including, without limitation, salaries of personnel) in connection with the reacquisition of title, management and resale of such NSP Property (less any income derived from such NSP Property in connection with such management); and
- (b) all unpaid taxes, assessments, and water and sewer charges assessed against such NSP Property; and
- (c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to release or discharge encumbrances or liens due to obligations, defaults or acts of the Developer; and

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- (d) any expenditures made or obligations incurred with respect to the Required Work for such NSP Property; and
- (e) any other amounts owed to the NSP Parties, or either of them, by the Developer; and
- (f) any reserves that MPS LLC or the City, in its sole discretion, determines should be established to assure the continued maintenance of such NSP Property in accordance with the NSP Legal Requirements and this Agreement.

The Developer shall be entitled to receive any remaining proceeds, if any, up to the amount of one-half of the Developer's permitted Developer's Fee (or if MPS LLC is the Developer, MPS shall be entitled to receive any such remaining proceeds up to the amount of the permitted project services fee payable under the Management Agreement dated June 30, 2009 between the City and MPS).

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

15.8 Direct Enforcement By City or MPS. If, after the date hereof, the City elects to directly enforce the rights of the NSP Parties under this Agreement, and delivers written notice of such election to the Developer, then the City, and not MPS, shall be entitled to exercise the rights afforded and the remedies provided for herein. The Developer acknowledges that, in such event, it shall continue to be subject to the enforcement of such rights and remedies. In such event, the reconveyance deed to MPS LLC deposited pursuant to Section 6.D shall be cancelled and destroyed and the City shall be entitled to record the reconveyance deed to the City conveying the NSP Property held by the Developer (other than an NSP Property for which a Certificate of Completion has been issued). In the alternative, MPS, with the written consent of the City, shall be entitled to exercise the rights afforded and the remedies provided for herein. The Developer acknowledges that in such event, the reconveyance deed to the City deposited pursuant to Section 6.D shall be cancelled and destroyed and MPS shall be entitled to record the reconveyance deed to MPS LLC conveying the NSP Property held by the Developer (other than an NSP Property for which a Certificate of Completion has been issued).

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

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the NSP Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally

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liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the NSP Parties 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 any NSP Party arising from or in connection with: (a) the failure of such Developer to perform its obligations under the NSP Legal Requirements or under this Agreement, the Regulatory Agreement, the Assignment of Rents, the Note or the Mortgage; (b) the failure of such Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Required Work for the NSP Property acquired by such Developer; (c) any misrepresentation or omission made by such Developer or agents, employees, contractors or other persons acting under the control or at the request of such Developer; (d) the failure of such Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by such Developer on the NSP Property prior to or after the Closing. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination).

SECTION 18. ENVIRONMENTAL MATTERS.

The NSP Parties make no covenant, representation or warranty as to the environmental condition of the NSP Property or the suitability of the NSP Property for any purpose whatsoever, and the Developer acknowledges that it has accepted the NSP Property "as is."

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

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

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(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 *et seq.* of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Required Work for the NSP Property, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on such NSP Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this

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Section 19.1 shall be a basis for the City to pursue remedies under the provisions of Section 15.

19.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Required Work for the NSP Property, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Required Work for such NSP Property shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of actual residents of the City of Chicago as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual residents of the City of Chicago are employed on the construction of the Required Work for the NSP Property. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to the Department of Community Development of the City in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, DCD, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

(g) At the direction of DCD, the Developer and the Employers shall provide

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affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual residents of the City of Chicago (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual residents of the City of Chicago.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual residents of the City of Chicago or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to actual residents of the City of Chicago to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no actual residents of the City of Chicago were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

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

19.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the construction of the Required Work for the NSP Property:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of

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the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.3, during the course of construction of the Required Work for such NSP Property, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses (“MBEs”) and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses (“WBEs”).

(b) For purposes of this Section 19.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Required Work) shall be deemed a “contractor” and this Agreement (and any contract let by the Developer in connection with the Required Work for such NSP Property) shall be deemed a “contract” or a “construction contract” as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term “minority-owned business” or “MBE” shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term “women-owned business” or “WBE” shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed by the Developer on the Required Work for the NSP Property) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Required Work for such NSP Property by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Required Work for such NSP Property by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Required Work for such NSP Property to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Required Work for such NSP Property from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.3. In accordance with Section 2-92-730, Municipal Code of

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Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DCD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff and MPS during the construction of the Required Work for the NSP Property describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, *inter alia*, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Required Work for such NSP Property, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Required Work for such NSP Property, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Required Work for such NSP Property for at least five years after completion of the Required Work for such NSP Property, and the City's monitoring staff and MPS shall have access to all such records maintained by the Developer, on prior notice of at least five business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Required Work for such NSP Property.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

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

(g) Prior to the commencement of the construction of the Required Work for the NSP Property, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff and MPS its plan to achieve its obligations under this Section 19.3, the sufficiency of which shall be approved by the City's monitoring staff. During the construction of the Required Work for such NSP Property, the Developer shall submit the documentation required by this Section 19.3 to the City's monitoring staff and MPS, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning

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labor standards and prevailing wage requirements (unless such prevailing wage requirements are determined by the Corporation Counsel of the City to be inapplicable to the Required Work for such NSP Property); (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; and (vii) evidence that MBE/WBE contractor associations have been informed of the Required Work for such NSP Property via written notice and hearings. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Required Work for such NSP Property, (2) withhold any further payment of any City funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

(h) Notwithstanding anything to the contrary in the Section 19, any obligation of MPS LLC, in its capacity as a Developer under this Section 19 shall be tested on an aggregate basis, with respect to all of the NSP Properties rehabilitated by MPS LLC (including NSP Properties that may be rehabilitated by MIS LLC pursuant to a separate redevelopment agreement), and not for each individual NSP Property.

SECTION 20. HEADINGS.

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

SECTION 21. 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. The Commissioner of DCD, without further action of the City Council, but subject to the approval of the Corporation Counsel, shall have the right to execute such amendments to this Agreement as may be necessary, appropriate or desirable to implement the purposes and objectives of this Agreement, including amendments in connection with a "work-out" of this Agreement and transfer of any NSP Property (or a portion thereof) to a new developer.

SECTION 22. 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.

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SECTION 23. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
 Department of Community Development
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attention: Commissioner

With copies to: City of Chicago
 Department of Law
 121 North LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Real Estate and Land Use Division

And to: City of Chicago
 Department of Law
 121 N. LaSalle Street, Room 600
 Chicago, Illinois 60602
 Attn: Finance Division

If to MPS LLC or MPS: Mercy Portfolio Services
 120 South LaSalle Street, Suite 1850
 Chicago, Illinois 60603
 Attn: William L. Goldsmith

And to: Mercy Portfolio Services
 120 South LaSalle Street, Suite 1850
 Chicago, Illinois 60603
 Attn: Eva L. Garrett

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

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SECTION 24. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is a duly organized and validly existing legal entity under the laws of the state of its organization and, to the extent applicable, qualified to transact business as a foreign entity in the State of Illinois, with full power and authority to acquire, own and redevelop the NSP Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 25. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

SECTION 26. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds as part of the Closing.

SECTION 27. COUNTERPARTS.

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

SECTION 28. GOVERNING LAW.

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

SECTION 29. PATRIOT ACT CERTIFICATION.

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

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

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SECTION 30. CITY PAYMENT OF PROGRAM FUNDS.

Subject to the terms and conditions of the NSP Legal Requirements, the City has agreed to provide funds to MPS in order to fund MPS LLC for payment to LISC and, if necessary, to the Acquisition Lender (or to fund directly to LISC and/or to the Acquisition Lender), Program Funds in an amount sufficient to repay the funds borrowed by MPS LLC pursuant to the Acquisition Loan Agreement and the Rehabilitation Loan Agreement (or borrowed by a Participating Entity with respect to the Rehabilitation Loan Agreement). In connection with the disbursement of the Program Funds, the City may cause such funds to be disbursed through a construction escrow pursuant to an agreement in form and substance reasonably acceptable to the City, MPS, MPS LLC, LISC (if LISC deems itself a necessary party) and the Rehabilitation Lender (and Participating Entity), as applicable. The City agrees to execute such documents as may be reasonably requested by LISC, the Rehabilitation Lender and other third parties to assure the City's payment of such Program Funds, provided such documents are consistent with the NSP Legal Requirements and this Agreement.

SECTION 31. MAINTENANCE OF RECORDS; RIGHT TO INSPECT.

The Developer shall keep and maintain such books, records and other documents as shall be required by the NSP Parties and HUD to reflect and disclose fully the amount and disposition of the total cost of activities paid for in whole or in part, with the Program Funds, and the nature of all activities of the Developer in connection with the NSP Property which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of the Developer for inspection, copying (including excerpts and transcriptions), audit and examination at all reasonable times by any authorized representatives of any of the NSP Parties and HUD. Any authorized representative of the City or of HUD shall, at all reasonable times, have access to all portions of the NSP Property.

SECTION 32. NO BUSINESS RELATIONSHIP WITH CITY ELECTED OFFICIALS.

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement or in connection with the transactions contemplated thereby, shall be grounds for termination of this Agreement and the transactions contemplated thereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.

SECTION 33. JOINT AND SEVERAL LIABILITY.

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In the event that more than one person or entity has signed this Agreement on behalf of the Developer, the obligations of such signatories under this Agreement shall be joint and several.

SECTION 34. NON-LIABILITY OF PUBLIC OFFICIALS.

The Developer and any assignee or contractor of the Developer must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution or any breach of this Agreement.

SECTION 35. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 35, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent (collectively, "**Controlling Owners**"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent (collectively, "**Interested Parties**"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "**Identified Parties**") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the construction contract or any subcontract for the Required Work is executory, (iii) during the term of such construction contract or any subcontract, or (iv) during any period while an extension of such construction contract or any subcontract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) February 10, 2005, or (ii) the date that the City approached the Developer, or the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developer agrees that it shall not and it shall require all other Identified Parties to not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the

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Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 35 in the construction contract for the Required Work and shall specifically require the General Contractor to impose the restrictions of this Section 35 in all subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source that are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal NSP Property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are **"Domestic Partners"** if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.

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3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 36. MERCY PORTFOLIO SERVICES.

The parties acknowledge and agree that MPS is the sole member of MPS LLC and all obligations, responsibilities and rights of MPS LLC under this Agreement may be performed by MPS, as such sole member of MPS LLC.

SECTION 37. TERMINATION OF SUBGRANT AGREEMENT.

In the event that the Subgrant Agreement is terminated, and if at such time MPS LLC is in title to the NSP Property, the City may, at its election, either (a) allow MPS LLC to continue to serve as Developer under this Agreement, or (b) record the reconveyance deed previously deposited with the City. If the City elects option (b), then provided that MPS LLC is not otherwise in default under this Agreement at the time of such election and, after such election, reasonably cooperates with the City by assigning such contracts and taking such other actions as may be reasonably necessary for the City to complete the Required Work, MPS LLC shall be released from its obligations under this Agreement.

SECTION 38. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-110 et seq. of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the NSP Properties and the Developer's equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-110 et seq.

SECTION 39. SECTION 3 COMPLIANCE.

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701), as implemented by the regulations set forth at 24 CFR Part 135. Section 3 requires that to the

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greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located. The Developer agrees to comply with such Section 3 requirements.

[SIGNATURES APPEAR ON NEXT PAGE]

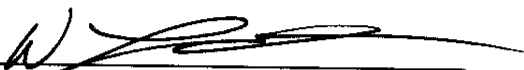
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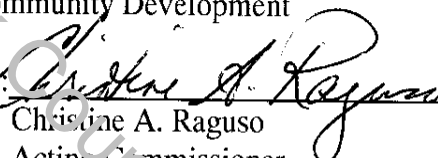
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

MPS COMMUNITY I, LLC, an Illinois limited liability company

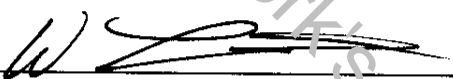
By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

By: 
William L. Goldsmith
President

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

By: 
Christine A. Raguso
Acting Commissioner

MERCY PORTFOLIO SERVICES, a Colorado non-profit corporation

By: 
William L. Goldsmith
President

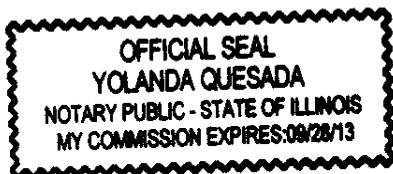
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christine A. Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the City of Chicago, 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 Acting Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 19 day of Nov., 2009.

Yolanda Quesada
NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva L. Garrett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William L. Goldsmith, personally known to me to be the President of Mercy Portfolio Services, a Colorado non-profit corporation and the sole member of MPS COMMUNITY I, LLC, an Illinois limited liability company, 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 he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 20th day of November, 2009.

Eva L. Garrett

NOTARY PUBLIC



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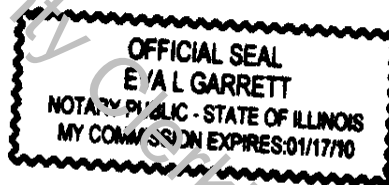
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva L. Garrett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William L. Goldsmith, personally known to me to be the President of MERCY PORTFOLIO SERVICES, a Colorado non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 20th day of November, 2009.

Eva L. Garrett

NOTARY PUBLIC



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EXHIBIT A

NSP PROPERTY INFORMATION

Legal Description of Land: LOT 27 IN BLOCK 8 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ WHICH LIES NORTH OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 1553 SOUTH SAWYER AVENUE

PIN: 16-23-229-020-0000

Existing Improvements on the Land: 6-UNIT RESIDENTIAL BUILDING

NSP Acquisition Price: \$92,000

NSP Redevelopment Cost: \$543,773

NSP Loan Amount: \$635,773

Permitted Developer's Fee: \$76,293

NSP Total Development Cost: \$635,773

Senior Loan: None.

Senior Lender: None.

Senior Loan Documents: None.

Junior Loan: None.

Junior Lender: None.

Junior Loan Documents: None.

Repayment Terms: The entire principal balance outstanding under the Note, together with any other sums due under any of the Documents, shall be due and payable in full on the 15th anniversary of the date hereof (the "Maturity Date"); provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Documents.

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EXHIBIT B

REQUIRED WORK

The Required Work is set forth in that certain preliminary scope of work prepared by Building One Consulting, LLC, dated September 8, 2009 (the "Scope of Work"). The Scope of Work shall be supplemented at such time that the Property is transferred to the Participating Entity.

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EXHIBIT C

INSURANCE REQUIREMENTS

[SEE ATTACHMENT]

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