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Cook County Recorder of Deeds
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AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

Jse Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the 26 day of March, 2010, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Community Development ("**DCD**"), having its principal offices at City Hall, 121 North La Salle Street, Chicago, Illinois 60602 and **TESTA PROPERTIES, LLC**, an Illinois limited liability company, ("**Developer**") whose offices are located at 1501 S Blue Island Avenue, Chicago, Illinois 60608.

RECITALS

WHEREAS, the Developer desires to purchase from the City an approximately eleven acre parcel of real property located at 4555 South Racine Avenue, in Chicago, Illinois, and which is described on **Exhibit A** attached hereto (the "**City Land**"); and

WHEREAS, the City Land is located in the Sockyards Southeast Quadrant Tax Increment Financing Redevelopment Project Area (the "**TIF Area**") which was established pursuant to ordinances adopted by the City Council of the City on February 6, 1992; and

WHEREAS, the Developer shall use the City Land to construct a 90,900 square foot fruit and vegetable distribution facility (the "**Facility**"), as more fully described on **Exhibit B** attached hereto; and

WHEREAS, the appraised value of the City Land is One Million Six Hundred Thousand Dollars (\$1,600,000.00); and

WHEREAS, the City desires to sell the City Land to the Developer for One and No/100 Dollars (\$1.00); and

WHEREAS, in and as additional consideration for the transfer of the City Land, the Developer has agreed to construct the Facility so as to be compliant with a LEED Certified Platinum rating as applied for under the current LEED certification standards as of the date of this Agreement and to perform the other obligations set forth herein (the "**Project**"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on June 11, 2008, and published at pages 29217 through 29249 in the Journal of the Proceedings of the City Council of such date, authorized the sale of the City Land to the Developer, which is an entity comprised of the same principal owners as Testa Produce, Inc., an Illinois corporation, subject to the execution, delivery and recording of this Agreement; and

WHEREAS, the Developer and the City acknowledge that the implementation of the

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policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City and are consistent with the plan for the TIF Area;

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.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for the sum of One and No/100 Dollars (\$1.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4). The Developer acknowledges that the Purchase Price is approximately \$1,599,999.00 less than the fair market value of the City Land and that the City has only agreed to sell the City Land to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 14. The Developer shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

Earnest Money and Performance Deposit. There shall be no Earnest Money deposit, but there shall be a Performance Deposit in the amount of ONE HUNDRED AND SIXTY THOUSAND and No/100 Dollars (\$160,000.00) due at Closing. The City will pay no interest to the Developer on the Deposit. The Performance Deposit may be in the form of a letter of credit which the City will retain until the City issues a Final Certificate of Completion (as described in Section 13 below). Any letter of credit provided by the Developer to the City must be in a form acceptable to the Commissioner of DCD. The letter of credit must be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the City's Comptroller, and have an office in Chicago where the City may draw on the letter of credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that the letter of credit be replaced with a letter of credit acceptable to the Commissioner of DCD.

None of the provisions contained in this Agreement or in a letter of credit submitted by Developer to the City pursuant to this Agreement are to be construed to excuse the faithful performance by Developer of the terms and conditions of this Agreement or limit the liability of Developer under this Agreement for any and all damages in excess of the amounts of the letter of credit.

SECTION 4. CLOSING.

The closing of the transaction contemplated by this Agreement ("Closing") shall take place at

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the downtown offices of Chicago Title Insurance Company ("Title Company"), 171 North Clark Street, Chicago, Illinois 60601, within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 9, unless DCD, in its sole discretion, waives such conditions, or on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur any later than December 31, 2010, (the "Outside Closing Date"), unless DCD, in its sole discretion, extends the Outside Closing Date. Failure by DCD to complete certain other land transactions to provide road access upon which the Project is dependent shall be a basis for DCD or the Developer to extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. The City shall convey the City Land to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (a) the Redevelopment Plan for the TIF Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes not yet due and owing;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Land to the Developer.

SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the City Land, Commitment No. 1301 004386173, with an effective date of November 28, 2007, issued by Near North National Title, LLC (the "Title Commitment"), showing the City in title to the City Land. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

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6.2 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the City Land prior to the Closing to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits and approvals for the construction of the Project no later than forty-five (45) days after the City Council authorizes the sale of the City Land, unless DCD, in its sole discretion, extends such application date, and shall pursue such permits and approvals in good faith and with all due diligence.

Unless DCD, in its sole discretion, otherwise agrees in writing, the Developer shall enroll in the Illinois Environmental Protection Agency's Site Remediation Program ("SRP") and shall take such actions necessary to obtain a comprehensive letter confirming that no further remediation is necessary ("NFR Letter").

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the Project as of November, 2009 was estimated to be Twenty Million Three Hundred Twenty-Five Thousand One Hundred Thirty-Two and 00/100 Dollars (\$20,325,132.00) (the "Preliminary Project Budget"). On the Closing Date, the Developer shall submit to DCD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the City Land and the construction of the Project ("Proof of Financing"). The Proof of Financing shall consist of final, executed loan documents for the Project from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon the delivery or satisfaction of each of the following items at least fourteen (14) days prior to the Closing Date, unless another time period is specified below; or unless DCD in its sole discretion, agrees to waive any such condition:

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9.1 **Final Governmental Approvals.** The Developer shall deliver to the City the building permits and other final governmental approvals necessary to commence construction of the Project. After the Closing Date, the Developer shall provide DCD with copies of any additional permits issued and, in any event, shall obtain all requisite permits prior to commencing construction of the project.

9.2 **Budget and Proof of Financing.** The City shall have approved the Developer's Budget and Proof of Financing.

9.3 **Simultaneous Loan Closing.** On the Closing Date, the Developer shall simultaneously close all financing approved pursuant to Section 9.2, and be in a position to immediately commence construction of the Project.

9.4 **Insurance.** The Developer shall deliver to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 13 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 **Legal Opinion.** The Developer shall deliver to the City a legal opinion in a form reasonably acceptable to the City.

9.6 **Due Diligence.** The Developer shall deliver to the City due diligence searches in its name (UCC liens, state and federal tax liens, pending suits and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

9.7 **Organization and Authority Documents.** The Developer shall deliver to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing; and such other corporate authority and organizational documents as the City may reasonably request.

9.8 **Subordination Agreement.** Prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement in a form reasonably acceptable to the City ("Subordination Agreement").

9.9 **MBE/WBE, and City Residency Hiring Compliance Plan.** The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the DCD regarding compliance with the MBE/WBE, and city residency hiring and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

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9.10 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

9.11 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. CONSTRUCTION REQUIREMENTS.

10.1 Site Plans. The Developer shall construct the Project on the City Land in accordance with the site plan containing a minimum of 179 on site parking spaces and other drawings prepared by A. Epstein and Sons International, Inc. attached hereto as Exhibit C, and the final plans and specifications prepared by A. Epstein and Sons International, Inc., dated June 1, 2009, which have been approved by DCD and which are incorporated herein by reference (collectively, "Plans"). The City recognizes that it is the Developer's intent that the site plans shall in all ways be compliant with the "Leadership in Environmental and Energy Design" ("LEED") assessment and checklist requirements for Platinum Standard. Further, the City recognizes that LEED certification for refrigeration standards are being more fully developed and defined as of this date and that the application of the principles of LEED construction standards as they pertain to the Project can change prior to construction. No material deviation from the Plans may be made without the prior written approval of DCD. If the Developer submits and DCD approves revised site plans or architectural drawings after the date of this Agreement, the term "Plans" as used herein shall refer to the revised site plans and architectural drawings upon DCD's written approval of the same. In all instances herein where reference is made to Developer achieving LEED Platinum certification such reference shall mean that Developer shall make application under the current standards and definitions and that should the standards change after construction has begun, obtaining platinum certification thereby not being possible pursuant to the approved Plans, under those circumstances and those circumstances only, such failure to obtain platinum certification shall not be construed as a material breach of the Agreement or constitute an event of default.

10.2 LEED Construction. All construction of the Project, including but not limited to construction, building orientation, green space and surface parking shall be built to a minimum LEED Platinum Standard as provided in Section 10.1 hereinabove. The Project shall be registered with the US Green Building Council ("USGBC") for the required certification prior to the beginning of construction. Project shall be constructed in compliance with all guidelines and requirements as delineated by the USGBC mandated for the LEED Platinum standard. Upon completion of construction Developer, at Developer's cost, shall have all aspects of construction pertinent to LEED certification tested and certified as being compliant with the LEED Standard. The Developer will submit written evidence from the USGBC demonstrating compliance with the required LEED certification.

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10.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

10.4 City's Right to Inspect City Land. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the City Land at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.5 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the City Land as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DCD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the City Land.

10.6 Job Covenants. Developer covenants to relocate at least 120 existing full-time or full-time equivalent jobs ("FTE Jobs") to the Property and, within 24 months of the issuance of the Certificate of Completion, to add 20 new FTE Jobs. The jobs covenant shall be tested annually starting on the second anniversary date of the Certificate of Completion. In the event that the Developer breaches such jobs covenant at any time during the period of 5 years beginning on the second anniversary of the issuance of the Certificate of Completion, the Developer shall pay to the City an amount equal to the product of (a) the number of jobs that the Developer is short of the 140 FTE Job requirement, times (b) \$5,000. Such amount shall be computed and paid annually during the first five years after the issuance of the Certificate of Completion, provided, however, that in no event shall the total payments due for a breach of such job covenant exceed, in aggregate, \$1,600,000 (representing the land write-down amount).

For illustrative purposes, if on the third anniversary date, the Developer only has 120 FTE Jobs, the Developer shall pay the City the product of (a) 20 (computed as 140-120) times (b) \$5,000, or \$100,000. If on the fourth anniversary date, the Developer has 140 FTE Jobs, no payment shall be required. If on the fifth anniversary date, the Developer has 100 FTE Jobs, the Developer shall pay the City the product of (a) 40, times (b) \$5,000, or \$200,000.

The jobs covenant shall only apply during the first five years after the issuance of the Certificate of Completion and shall not be tested thereafter.

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SECTION 11. LIMITED APPLICABILITY.

Any approval given by DCD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the City Land, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Land or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project within Thirty (30) days after the Closing Date; construction shall be completed within twenty four (24) months after the actual Closing date provided, however, DCD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Plans and all Laws and covenants and restrictions of record.

SECTION 13. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Project in accordance with this Agreement. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. The City shall return the Performance Deposit or Letter of Credit tendered in lieu thereof, to the Developer within fourteen (14) days following the issuance of the Certificate of Completion.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

- (a) Shall devote the City Land to a use that complies with the Redevelopment Plan until such TIF Area expires; and
- (b) Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military

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discharge status, or source of income in providing access to or use of the City Land or the Project or any part thereof; and

(c) Shall use the City Land solely for the construction and development of a fruit and vegetable distribution center built to LEED Platinum standard pursuant to Sections 10.1, 10.2 and the specifics delineated in Exhibit B; and

(d) Shall maintain and manage the development as a fruit and vegetable distribution center.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 14 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating open space, and that, but for such use restrictions, the City would not have agreed to convey the City Land to the Developer.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF CITY LAND.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DCD, which consent shall be in DCD's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the City Land or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that DCD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. 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 entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DCD, which consent shall be in DCD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF CITY LAND.

Prior to the issuance of the Certificate of Completion for the Project, the Developer shall not, without DCD's prior written consent, which shall be in DCD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Land, except for the acquisition and construction financing approved pursuant to Section 9.2 hereof.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

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Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the City Land prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Land to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of City Land) and Section 16 (Limitation Upon Encumbrance of City Land) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 15 and 16 shall terminate upon the issuance of the Certificate of Completion for the Project. The covenant contained in Section 14 shall terminate on the date the TIF Area expires.

SECTION 19. PERFORMANCE AND BREACH.

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

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer 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 Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c), (e) and (g), and no notice shall be required for a default under Section 19.4(h).

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

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(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) 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 within sixty (60) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the City Land or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City Land unless bonded or insured over.

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

(f) There is a material and adverse change in the Developer's financial condition or operations, which change, in the City's reasonable opinion, affects the ability of the Developer to meet its obligations under this Agreement or the Deed.

(g) The Developer fails to close by the date specified in Section 4, unless DCD, in its sole discretion, extends such date.

(h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement.

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion for the Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the City Land, terminate the estate conveyed to the Developer, record the reconveyance deed that the Developer shall deliver on the Closing Date in the form of Exhibit E and re-vest title to the City Land in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

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19.7 Resale of the City Land. Upon the reversion in the City of title to the City Land as provided in Section 19.6, the City may complete the Project or convey the City Land, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DCD, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the City Land as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Land (less any income derived by the City from the City Land in connection with such management); and
- (b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Land; and
- (c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the City Land.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Land or the Project, 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 corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally 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 with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising

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from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the City Land prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. INSPECTION; CONDITION OF CITY LAND AT CLOSING.

22.1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind as to the structural, physical or environmental condition of the City Land or the suitability of the City Land for any purpose whatsoever, and the Developer agrees to accept the City Land in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the City Land for the construction, development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the City Land for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Land.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Land, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the City Land.

22.3 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City Land, 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 City arising from any structural, physical or environmental condition that existed on the City Land prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the City Land, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical or environmental condition and risks of the City Land. If, after the Closing, the structural, physical and environmental condition of the City Land is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take

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such action as is necessary to put the City Land in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

22.4 Developer agrees to be responsible for costs associated with the site condition and environmental condition of the property and subject to Section 7 hereof agrees to be required to enroll the site in the IEPA's Site Remediation Program (SRP). Such costs may include, but are not limited to, the following:

- (a) Soil/groundwater sampling, reporting and coordination for the Illinois Environmental Protection Agency's Site Remediation Program.
- (b) Additional disposal costs for soil and groundwater due to contamination associated with historic operations.
- (c) Permitting and fees associated with the disposal of hazardous waste (material that meets the RCRA definition of such material).
- (d) Environmental sampling associated with the IEPA SRP.
- (e) Installation of engineered barriers which are beyond typical building and parking lot construction and are specifically required to meet IEPA SRP.
- (f) Disposal costs of excess soil associated with normal construction activities due to geotechnically unsuitable material or balance excess.
- (g) Permitting, handling and disposal of excess water generated by precipitation or groundwater in open excavations during construction.
- (h) Sampling costs associated with potential fill sources.
 - (i) Geotechnical or land survey costs.
- (j) Professional environmental oversight during construction activities, including any construction related OSHA requirements.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

- (a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, 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

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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 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 Project 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), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, 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 Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the City Land, 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 Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer 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); 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 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 Chicagoans 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.

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- (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 Chicago residents are employed on the construction of the Project. 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 DCD 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 after the issuance of the last Partial Certificate of Completion.
- (g) At the direction of DCD, the Developer and the Employers shall provide 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 Chicago residents (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 23.2 concerning the worker hours performed by actual Chicago residents.
- (i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents 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 Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, 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 Chicago residents 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

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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 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 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 Project:

(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 the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs, as set forth in Exhibit D hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 4% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) 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.

(d) 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 on the Project by the Developer) 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 Project 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 Project by the general contractor); by

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subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project 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 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DCD.

(e) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project 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 Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, 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 Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) 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 Project.

(f) 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.

(g) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DCD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. 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 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any

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such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the City Land, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the City Land is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the City Land.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

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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 La Salle Street, Room 1000
 Chicago, Illinois 60602
 Fax: (312) 744-7223

With a copy to: City of Chicago
 Department of Law
 121 North La Salle Street, Suite 600
 Chicago, Illinois 60602
 Attn: Real Estate and Land Use Division
 Fax: (312) 742-0277

If to the Developer: Testa Properties, LLC
 1501 S. Blue Island Avenue
 Chicago, Illinois 60608
 Attn: Peter Testa
 Fax: (312) 485-0078

With a copy to: Daley and George
 John George
 20 South Clark Street
 Suite 400
 Chicago, Illinois 60603
 Fax: (312) 726-8819

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. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

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The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) 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 City official or employee 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, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, 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 the 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.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS- MAYORAL EXECUTIVE ORDER NO. 051.

28.1 The Developer 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 ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

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28.2 The Developer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Developer, or the date 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.

28.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the 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.

28.4 The Developer agrees that the Identified Parties must 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.

28.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 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, unless the City, in its sole discretion, elects to grant such an opportunity to cure. 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.

28.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

28.7 For purposes of this provision:

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

(b) "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 property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

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(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) 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

(v) 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.

(3) The partners have at least two of the following arrangements:

(i) joint ownership of a motor vehicle;

(ii) joint credit account;

(iii) a joint checking account;

(iiii) 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.

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

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 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 instrument.

29.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

29.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

29.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

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

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

29.7 Headings. The headings of the various sections and subsections 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.

29.8 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

29.9 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties rights or of any obligations of any other party hereto as to any future transactions.

29.10 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

29.11 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.

(Signature Page Follows)

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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.

CITY OF CHICAGO, an Illinois municipal corporation

By: *Christine Raguso*
Christine Raguso
Acting Commissioner, Department of Community
Development

TESTA PROPERTIES, LLC, an Illinois limited liability
company

By: *Peter Testa*
Peter Testa
Manager

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING, PLEASE RETURN TO:

Marc J. Gaynes
Assistant Corporation Counsel
City of Chicago
121 North La Salle Street, Suite 600
Chicago, Illinois 60602
(312) 744-1807

CITY OF CHICAGO
RECORDED OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY

INOIS)

) SS.
COUNTY OF COOK)

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christine Raguso, the Acting Commissioner of the Department of Community Development of the City of Chicago, an Illinois municipal corporation, 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 said 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 said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 26 day of March, 2010

Yolanda Quesada
NOTARY PUBLIC



COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

UNOFFICIAL COPY

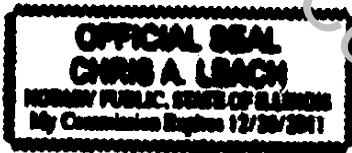
INOIS)

COUNTY OF COOK) SS.

I, Chris A. Leach, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Testa, personally known to me to be the Manager of **Testa Properties, 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 corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 16 day of March, 2010.

Chris A. Leach
NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION OF CITY LAND

PARCEL 1:

ALL THAT PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT WHICH IS 1023 FEET NORTH OF THE SOUTH LINE AND 123 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 5 AND RUNNING THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 999.96 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 600 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH SOUTH LINE OF SAID SECTION 399.96 FEET TO A POINT;

THENCE NORTHWESTERLY ON A CURVED LINE HAVING A RADIUS OF 600 FEET AND CONVEX TO THE SOUTHWEST TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 46.84 FEET MEASURED PERPENDICULAR THEREOF AND EXCEPTING THEREFROM THAT PART OF SAID SECTION 5 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SECTION 5, AT A POINT 976.16 FEET NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF SECTION 5, RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 187.71 FEET; THENCE WEST ALONG A LINE WHICH IS 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST HALF OF SECTION 5, A DISTANCE OF 51.77 FEET TO THE EAST FACE OF A BRICK WALL OF AN EXISTING 5 STORY BRICK BUILDING;

THENCE NORTH ALONG SAID EAST FACE OF BRICK WALL AND ALONG SAID EAST FACE EXTENDED, A DISTANCE OF 187.71 FEET TO ITS INTERSECTION WITH A LINE 976.16 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF SECTION 5; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 51.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 466,541 SQUARE FEET (10.7103 ACRES) OF LAND, MORE OR LESS.

PARCEL 1-A:

AN EASEMENT FOR PASSAGE OF PERSONS, ANIMALS, AND VEHICLES AND TO LAY, CONSTRUCT, MAINTAIN, REPAIR AND REPLACE UTILITY LINES AND SEWERS OF ALL TYPES AND DESCRIPTIONS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE, FOR THE BENEFIT OF PARCEL 1 AND CERTAIN OTHER PARCELS DESCRIBED IN EASEMENT AGREEMENT DATED AUGUST 25, 1969, RECORDED AS DOCUMENT 20992913:

UNOFFICIAL COPY

A PARCEL OF LAND IN LOT 12 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 956.46 FEET NORTH FROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5 AND RUNNING THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 33.30 FEET TO A POINT WHICH IS 989.69 FEET NORTH FROM THE SOUTH LINE AND 39.45 FEET EAST FROM THE WEST LINE OF SAID EAST HALF OF SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 84.32 FEET TO A POINT 995.32 FEET NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARDS SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET TO A POINT 962.41 FEET NORTH FROM THE SOUTH LINE OF SAID EAST HALF OF SECTION 5 AND THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Common address; 4555 South Racine Avenue, Chicago, Illinois 60609

PINs: 20-05-400-017
20-05-400-018

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EXHIBIT B

NARRATIVE DESCRIPTION OF PROJECT

Testa Properties, LLC ("Developer") plans to construct a building with a footprint of 72,924 square feet and a total square footage 86,289 square feet including mezzanine office space of 13,266 square feet. The building will be the new headquarters for Testa Produce, a fruit and vegetable distribution facility. The building is being designed to accommodate expansion of the building to 50,000 square feet within 10 years. The expansion will be built on the back portion of the building. The proposed site for the facility is on a 10.44 acre parcel of land owned by the City of Chicago at 4555 S. Racine in the Stockyards Industrial Corridor. In addition to the City of Chicago property, Developer has acquired three adjacent parcels owned by two private parties. The total area of the land for the site is approximately 12.86 acres.

Testa Properties LLC will act as the development entity which will manage the development process and own the building. Upon completion the building will be 100% occupied by Testa Produce, Inc. as tenant. The total project cost is expected to be \$20,325,132.

The building will be designed and built to standards with the goal of achieving LEED Platinum Certification from the United States Green Building Council. It is intended that upon completion and certification, the building will be the first LEED Platinum Food Distribution Facility in the United States. In order to achieve such certification, the building will be designed with a minimal carbon footprint and will feature renewable energy sources including, Wind Turbine energy production, Solar Hot Water Heating and pole mounted Photovoltaic panels in the parking area. The building will have a GREEN roof which meets or exceeds the minimum requirements of the City of Chicago. The building will be designed to make substantial reuse of rainwater through several techniques including bioswales, cisterns, and a graywater system for nonpotable water use. Rainwater reuse will exceed City of Chicago requirements. The Developer has already received approval from the State of Illinois for the Rainwater reuse system.

The building will be constructed of precast concrete with a steel truss roof on 12.86 acres of land. The building will be designed to incorporate state of the art distribution facility technology. The building will be cross-docked for efficient material handling. The interior of the building will include approximately 7,685 SF of freezer space, 48,236 SF of cooler space, 12,169 SF of dry storage, and a 18,200 SF of office space. The office space will include a demonstration, research and development test kitchen. The building will have 40' ceilings, 39 docks, truck parking, and approximately 120 parking spaces. The freezer foundation will have an Ammonia-glycol based system running underneath the floor to prevent the floor from freezing and buckling. The cooler areas will support multiple temperature zones to accommodate the optimal storage temperatures of various types of fruits and vegetables. The freezers will support multiple temperature zones with the capability to cool to 0 degree temperatures. The building will be outfitted with 4000 amp electrical service, roof mounted HVAC systems, and will have a wet sprinkler system for fire protection.

To date, Developer has spent in excess of \$3,000,000 on the Project which shall be part of Owners Equity.

The building will be built to meet all HACCP (Hazard Analysis and Critical Control Points) Standards.

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HACCP is a food safety management system which requires implementation of control principles and monitoring. HACCP Standards include identification of hazards, identification of point which are critical to food safety throughout the facility (such as temperature zones), controls which set limits for deviations from temperatures, corrective action programs which dictate what happens in the event a control fails, documentation and ongoing review of all programs and policies.

Tenant Information

Founded in 1991, Testa Produce, Inc. is the successor entity to Dominick Testa and Sons a business started by the Testa family in 1912. Testa Produce Inc. is owned by the members of the Testa Family. Controlling interest is held by Peter Testa. Testa Produce Inc. is a distributor of fresh fruits and vegetables as well as frozen and canned specialty products. The company sells both domestically and internationally produced products. The company is currently located in an area commonly known as University Commons. The company was formerly located in the original site of the Chicago Produce Market. Peter Testa was instrumental in the plan to construct a new market area and redevelop the old Produce Market into condominiums. Following conversion of the old Produce Market in 1991, Testa moved into a 2,774 distribution facility immediately to the west of the old Produce Market. Due to strong growth and continued customer demand, Testa has outgrown its building and last year began its search for a new site to build a building.

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EXHIBIT C

PLANS

(NOT ATTACHED FOR RECORDATION PURPOSES. AVAILABLE FOR EXAMINATION AT CITY OF CHICAGO DEPARTMENT OF COMMUNITY DEVELOPMENT, 10TH FLOOR OF CITY HALL, 121 N. LASALLE ST., CHICAGO, IL 60602)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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EXHIBIT D

MBE/WBE BUDGET

Description	Construction Total Budget	Construction Budget MBE/WBE	%
GC Firm & General Conditions	\$ 1,207,405	\$ 1,207,405	
Site Work	\$ 2,136,347	\$ 2,136,347	
Concrete	\$ 1,939,201	\$ 1,939,201	
Masonry	\$ 239,232	\$ 239,232	
Metals	\$ 1,206,779	\$ 561,676	
Carpentry/MinorRoof/Insulation	\$ 65,000	\$ 2,489	
Roof/Flashed/Sealer/Green Roof/Wind Turb	\$ 1,879,850	\$ 792,209	
Doors, Windows & Glass	\$ 213,720	\$ 91,683	
Finishes	\$ 577,581	\$ 577,581	
Specialties/partitions/lockers	\$ 35,750	\$ 35,750	
Doors doors/partitions/lockers	\$ 146,422	\$ 146,422	
Freezer/Coolers & Refrigeration	\$ 3,185,250	\$ -	
Carrying Systems	\$ 60,000	\$ -	
Refrigeration/Mechanical/Plumbing/IT/VAC	\$ 1,800,250	\$ 781,321	
Electrical	\$ 1,357,000	\$ 488,408	
LEED Commissioning	\$ 115,000	\$ 115,000	
Total	\$ 16,577,877	\$ 9,115,323	
MBE Target	24%	\$ 2,187,678	
WBE Target	4%	\$ 364,613	

%

Comments

GC Firm - Summit Design Build is not M/WBE
 There are no M/WBE who can perform dynamic computations which accounts for the majority of the site work
 There are no M/WBE who supply pre-cast panels

** All with high recycled content not available through M/WBE
 The portions of the company to contact the wind turbine, solar panels, geothermal system must be completed by installers certified by the manufacturer in order to get the manufacturers warranty
 Green Roof Supplier we have chosen is not M/WBE and is the only supplier for the type of roof system
 Glass curtain wall supplier is not M/WBE, installation can be M/WBE
 ** All recycled materials - not available through M/WBE
 ** All recycled materials - not available through M/WBE
 Specialty products not available through M/WBE, installers
 Freezer Panel and Refrigeration system supplier is Ingersoll Rand. Not available through M/WBE
 Elevator supplier is Kone - not a M/WBE
 Geothermal, Solar Hot Water heating system and portions of plumbing to supply systems must be completed by installers certified by manufacturer of equipment
 The portions of the electrical to connect the wind turbine, solar panels, geothermal system must be completed by installers certified by the manufacturer in order to get the manufacturers warranty
 LEED Commissioning Agent is MBBE

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EXHIBIT E FORM OF RECONVEYANCE DEED

SPECIAL WARRANTY DEED

Use Only)

(The Above Space For Recorder's

Grantor, [INSERT NAME OF DEVELOPER], an Illinois [INSERT TYPE OF ENTITY], ("Grantor"), having its offices at -----, _____, Illinois _____, for and in consideration of \$1.00, conveys and warrants to the **City of Chicago**, an Illinois municipal corporation and home rule unit of government ("Grantee"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real property legally described and identified on Exhibit A attached hereto (the "**Property**").

Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Agreement for the Sale and Redevelopment of Land dated _____, 2010, by and between the Grantor and Grantee, and is a remedial right granted under such agreement. Grantor acknowledges and agrees that its execution and deposit of this Special Warranty Deed was a material inducement to the City of Chicago's initial conveyance of the Property, and that but for such execution deposit and right to record this Special Warranty Deed (if necessary), the City of Chicago's initial conveyance of the Property to the Grantee would not have occurred.

Such conveyance shall be subject only to the following:

- a) general real estate taxes and any special assessments or other taxes not yet due and payable;
- b) easements, encroachments, covenants and restrictions of record as of _____, 2010, and such other easements, encroachments, covenants and restrictions of record as the City of Chicago, acting by and through its Department of Community Development, may have consented to in writing prior to the date of the recording of this deed;
- c) the redevelopment plan (the "Plan") for the _____ Redevelopment Project Area (the "Area") approved pursuant to ordinances of the City Council adopted on _____, 20__ and

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published in the Journal for such date at pages _____
through _____;

- d) the Agreement for the Sale and Redevelopment of Land entered into by and between the Grantor and the Grantee dated _____, 2010, (the "RDA").

Dated this ____ day of _____, 2010.

[DEVELOPER],
an Illinois [TYPE OF ENTITY]

By:

Name: _____

Title: _____

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(e) (actual consideration less than \$100) AND SECTION 3-33-060.E OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO (CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE) (transfer price less than \$500)

MAIL DEED AND TAX BILLS TO:

Department of Community Development
City of Chicago
121 N. La Salle St., #1000
City of Chicago
Chicago, Illinois 60602
Attn: Real Estate Services Division
(312) 744-6133

THIS INSTRUMENT WAS
PREPARED BY:

Marc Gaynes,
Assistant Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-1807

UNOFFICIAL COPY

State of Illinois)
) SS
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the instrument as her/his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2010.

 Notary Public

**COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY _____**

**COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY _____**

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

PARCEL 1:

ALL THAT PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

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CONTAINING 466,541 SQUARE FEET (10.7103 ACRES) OF LAND, MORE OR LESS.

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DESCRIBED REAL ESTATE, FOR THE BENEFIT OF PARCEL 1 AND CERTAIN OTHER PARCELS DESCRIBED IN EASEMENT AGREEMENT DATED AUGUST 25, 1969, RECORDED AS DOCUMENT 20992913:

A PARCEL OF LAND IN LOT 12 IN STOCK YARDS SUBDIVISION OF THE EAST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Common address: 4555 South Racine Avenue, Chicago, Illinois 60609

PINs: 20-05-400-017
20-05-400-018

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SCHEDULE 1

PERMITTED EXCEPTIONS

[ATTACH SAME EXCEPTIONS AS CITY DEED]

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____