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Edward M. Moody
Cook County Recorder of Deeds
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THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE
RETURN TO:

Kalpana Plomin
City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

(Above Space for Recorder's Use Only)

AMENDED AND RESTATED NOTICE

THIS PROJECT IS SUBJECT TO SECTION 2-44-080 OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO (THE AFFORDABLE REQUIREMENTS ORDINANCE). THE COVENANTS SET FORTH HEREIN RUN WITH THE LAND, AND ARE BINDING ON AND ENFORCEABLE AGAINST SUCCESSORS AND ASSIGNS, UNTIL THE EXPIRATION OF THE TERM.

THIS AMENDED AND RESTATED AFFORDABLE HOUSING COVENANT AND AGREEMENT (this "Agreement") is made on or as of _____, 2020, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("Department"), and ONNI GRAND LIMITED PARTNERSHIP, a Nevada limited partnership (together with its successors and assigns, the "Project Developer") and ONNI ATRIUM APARTMENTS LIMITED PARTNERSHIP, a Delaware limited partnership (together with its successors and assigns, the "Off-Site Developer" and together with Project Developer, "Developer"). This Agreement supersedes and replaces all previous agreements between the parties hereto relating to the subject matter hereof, including but not limited to that certain Notice, dated as of May 14, 2019 and recorded on May 20, 2019 as Document Number 1914018045 ("Prior Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

RECITALS

A. The Project Developer is the owner of the property located at 353-369 West Grand Avenue, Chicago, Illinois 60654, as legally described on Exhibit A attached hereto (the "Rezoned Property").

B. The City Council, by ordinance adopted on October 31, 2018, approved the rezoning of the Property from DX-7 Downtown Mixed-Use District to Residential-Business Planned Development 1428, for the construction of a 41-story, mixed-use building with a total of 356 dwelling units (the "Triggering Project").

C. Section 2-44-080 of the Municipal Code (the "Affordable Requirements Ordinance" or the "ARO") obligates the City to impose certain affordability requirements upon developers who undertake residential development projects that include ten (10) or more dwelling units and that

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receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes.

D. The Project Developer acknowledges and agrees that the Triggering Project is a Residential Housing Project (as defined in Section 1 below) within the meaning of the ARO, and that the rezoning of the Rezoned Property for the Triggering Project constitutes Zoning Assistance (as defined in Section 1 below) within the meaning of the ARO, thereby triggering the requirements of the ARO.

E. The ARO divides the city into three (3) zones for purposes of applying the ARO's affordable housing requirements. The three zones are referred to in the ARO and this Agreement as Low-Moderate Income Areas, Higher Income Areas and Downtown Districts.

F. The ARO requires developers of Residential Housing Projects in every zone to (i) set aside 10% of the housing units in the Residential Housing Project as ARO units, or provide the ARO units in an approved off-site location; (ii) pay a fee in lieu of the development of the ARO units; or (iii) any combination of (i) and (ii); provided, however, Residential Housing Projects with 20 or more units ("Larger Projects") in Low-Moderate Income Areas (rental and for-sale), Higher Income Areas (rental and for-sale) and Downtown Districts (rental only) must provide a minimum of 25% of the ARO units on-site or (for projects in Higher Income Areas and Downtown Districts) off-site. In other words, in such Larger Projects, the developer may not pay a fee in lieu of the development of the Required Units (ARO units that must be constructed are referred to herein as "Required Units"). If the developer elects to provide ARO units in an off-site location, the off-site ARO units must be located within a two-mile radius from the Residential Housing Project and in the same or a different Higher Income Area or Downtown District.

G. The Triggering Project is located in a Downtown District and constitutes a Larger Project. As a result, the Project Developer's ARO obligation is thirty-six (36) ARO Units (10% of 356, rounded up), nine (9) of which are Required Units (2.5% of 356, rounded up), which the Project Developer is obligated to construct either on-site or off-site.

H. Pursuant to the Prior Agreement, the Project Developer submitted, and the Department approved, a proposal to provide nine (9) ARO Units on-site (the Required Units) and pay an in lieu Fee in the amount of Four Million Eight Hundred Fifty Six Thousand One Hundred Thirty Nine Dollars (\$4,856,139.00) for the other twenty-seven (27) ARO Units (\$179,857.00 per unit). The City further agreed to allow Project Developer the option of constructing the Required Units off-site, subject to and in accordance with the ARO and the Minimum Standards for ARO Off-Site Residential Units last updated September 12, 2018. Pursuant to the Prior Agreement, if the off-site location is approved, the Project Developer is obligated to execute and record an amendment to the Prior Agreement to include the off-site location.

I. The Project Developer has now submitted, and the Department has approved, a proposal to provide the 9 Required Units (the "Off-Site Affordable Units" or the "Affordable Units") off-site at 228 West Hill Street, Chicago, Illinois (the "Off-Site Project" and together with the Triggering Project, the "Project"). The off-site property ("Off-Site Property" and together with the Rezoned Property, the "Property") is legally described on Exhibit A-1 attached hereto. The Triggering Project will be released from this Agreement once each Affordable Unit (i) has received a certificate of occupancy and (ii) is leased to an Eligible Household and (iii) there exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

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J. The Off-Site Developer is an affiliate of the Project Developer and the owner of the Off-Site Property.

K. The construction of the Affordable Units is estimated to cost approximately \$292,039 per unit as detailed in the preliminary budgets attached hereto as Exhibit B.

L. The City has determined that the construction of the 9 Affordable Units, in accordance with Exhibit D, and the payment of the Fee referenced above will meet the requirements of the ARO if all of the ARO units are constructed pursuant to all the applicable requirements set forth herein.

M. The Project Developer acknowledges that each Affordable Unit must receive a Certificate of Occupancy (or, for renovations or alterations that do not require a Certificate of Occupancy, approval from the Department that the improvements have been completed in accordance with the terms of this Agreement) approximately eight weeks after the City issues the first Certificate of Occupancy for the Triggering Project.

N. As a specific condition precedent to the Project Developer receiving a building permit for the Triggering Project, the Project Developer and the Off-Site Developer have agreed to execute this Agreement and record it against the Rezoned Property and the Off-Site Property in order to secure the performance of each Developer's obligations under the ARO. In addition, the Project Developer acknowledges that it must pay a fee in the amount of \$5,000 per off-site Affordable Unit to offset the Department's expenses in connection with monitoring and administering compliance with the requirements of the ARO.

O. As used herein, the term "Developer" shall refer to the Project Developer and the Off-Site Developer, as further described in Section 1 hereof, and both parties shall be jointly and severally liable for all obligations related to the off-site Affordable Units in accordance with Section 8.13 hereof.

NOW THEREFORE, the Project Developer and Off-Site Developer covenant and agree as follows:

SECTION 1. INCORPORATION OF RECITALS; DEFINITIONS. The recitals set forth above are, by this reference, fully incorporated into and made a part of this Agreement. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the following meanings:

1.1 "Affordable" means a sales price or rent less than or equal to the amount at which total monthly income costs, as specified in the Department's rules and regulations as defined in Section 4.2(h), would not total more than 30% of the maximum allowable income for a Eligible Household.

1.2 "Affordable Housing Profile Form" means the form attached hereto as Exhibit B, specifying the number and types of affordable units required for the Project.

1.3 "Affordable Requirements Ordinance" or "ARO" is defined in the Recitals.

1.4 "Affordable Units" means those Units in the Project and/or, if applicable, an approved off-site location which will be leased to and occupied by Eligible Households, as more

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specifically identified in Section 4.1(a). The Affordable Units must comply with the requirements of Section 4.

1.5 "Agent" means any contractor or other agent, entity or individual acting under the control or at the request of a party.

1.6 "Agreement" means this Affordable Housing Covenant and Agreement, as supplemented, amended and restated from time to time.

1.7 "Area Median Income" or "AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size on an annual basis by HUD.

1.8 "Authorized Agency" means the Chicago Housing Authority, the Chicago Low-Income Housing Trust Fund, or another non-profit agency acceptable to the City, which administers subsidies under HUD's McKinney-Vento Homeless Assistance Grants program, or the Veterans Administration Supportive Housing program, or another housing assistance program approved by the City.

1.9 "Authorized Agency Agreement" means (a) a 30-year lease agreement, if the Authorized Agency is leasing the Affordable Unit from the Developer, or (b) a 30-year deed restriction or similar instrument if the Authorized Agency is purchasing the Affordable Unit from the Developer, or (c) a 30-year HAP Contract between the Developer and the Authorized Agency.

1.10 "Authorized Agency Closing Date" means the date an Authorized Agency closes on the acquisition or lease of an Affordable Unit, or signs a HAP Contract.

1.11 "Certificate of Occupancy" means a certificate of occupancy issued by the Department of Buildings of the City, certifying that a building conforms to the general, special, and structural requirements of the Chicago Building Code applicable to such building.

1.12 "City" means the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of government, and its successors and assigns.

1.13 "Commissioner" means the commissioner of the Department of Housing of the City, or any successor department, or his or her designee.

1.14 "Completion Date" means the earlier of (a) the issuance of the certificate of occupancy for the Project (or the residential portion of the Project if the Project is a mixed-use development), or (b) the first day of the initial lease of Units in the Project.

1.15 "Compliance Certificate" means an annual compliance certificate in the Department's then-current form. The Department's form as of the date hereof is attached hereto as Exhibit C.

1.16 "Department" means the Department of Housing of the City or any successor department.

1.17 "Developer" is defined in the Recitals.

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1.18 "*Downtown District*" means a "D" zoning district pursuant to the Chicago Zoning Ordinance, Chapter 17-4 of the Municipal Code.

1.19 "*Eligible Household*" means a Household whose combined annual income, adjusted for Household size, does not exceed 60% of AMI at the time of the initial lease of an Affordable Unit by that Household.

1.20 "*Fee*" means a fee in lieu of the establishment of Affordable Units in the following amounts:

(a) \$51,388 per unit in Low-Moderate Income Areas;

(b) \$128,469 per unit in Higher Income Areas, or \$102,775 per unit if the developer enters into an Authorized Agency Agreement with respect to a minimum of 25% of the required Affordable Units; and

(c) \$179,857 per unit in Downtown Districts, or \$154,163 per unit if the developer enters into an Authorized Agency Agreement with respect to a minimum of 25% of the required Affordable Units.

1.21 "*Final Lease Commencement Date*" means the date on which the last Affordable Unit in the Project is first leased to an Eligible Household.

1.22 "*Financial Assistance*" means any assistance provided by the City through grants, direct or indirect loans, or allocation of tax credits for the development of Units.

1.23 "*HAP Contract*" means a U.S. Department of Housing and Urban Development Section 8 Project-Based Voucher Program Housing Assistance Payments Contract between the Developer and the applicable Authorized Agency, as amended, renewed or replaced, or other form of Section 8 Housing Assistance Payments Contract acceptable to the Department.

1.24 "*Higher Income Area*" means an area that is not a Low-Moderate Income Area, provided that, if any portion of a Higher Income Area is located in a Downtown District, that portion of the area will be treated as a Downtown District for purposes of the ARO.

1.25 "*Household*" means and includes an individual, a group of unrelated individuals or a family, in each case residing in one Unit.

1.26 "*HUD*" means the United States Department of Housing and Urban Development or any successor department.

1.27 "*Larger Project(s)*" is defined in the Recitals.

1.28 "*Low-Moderate Income Area*" means an area designated by the Commissioner as a low-moderate income area in accordance with the ARO, provided, that, if any portion of a Low-Moderate Income Area is located in a Downtown District, that portion of the area will be treated as a Downtown District for purposes of the ARO.

1.29 "*Municipal Code*" means the Municipal Code of the City of Chicago.

1.30 "*Project*" is defined in the Recitals.

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1.31 "*Property*" is defined in the Recitals.

1.32 "*Rent Limit*" means, for each Affordable Unit, the applicable maximum monthly rent as set forth in the 60% AMI column in the tables published annually by the City of Chicago in the document currently titled "*City of Chicago Maximum Affordable Monthly Rents.*" As set forth in such tables, the Rent Limit for each Affordable Unit depends on the number of bedrooms, the utilities which the tenant is responsible for paying and housing type.

1.33 "*Required Unit(s)*" is defined in the Recitals.

1.34 "*Residential Housing Project*" means one or more buildings that collectively contain ten or more new or additional housing units on one or more parcels or lots under common ownership or control, including contiguous parcels, as further described in the ARO.

1.35 "*Tenant Income Certification*" means an annual income certification from each Eligible Household in the City's then-current form, and documentation to support the Tenant Income Certification. For an Eligible Household receiving Housing Choice Voucher rental assistance payments, such documentation may be a statement from the Chicago Housing Authority declaring that the Eligible Household's income does not exceed the applicable income limit under Section 42(g) of the Internal Revenue Code of 1986.

1.36 "*Term*" is defined in Section 2.

1.37 "*TIF Guidelines*" means those guidelines established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and adopted by the City Council in "An Ordinance Adopting Guidelines for Use of Tax Increment Financing Revenues for Construction of Affordable Housing" passed on July 31, 2002, and published at pages 90838-90859 of the Journal of the Proceedings of the City Council of that date.

1.38 "*Unit*" means a room or suite of rooms designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of the occupants of the unit; provided that a "Unit" does not include dormitories, or a "hotel" as that term is defined in Section 13-4-010 of the Municipal Code.

1.39 "*Zoning Assistance*" means a change in the zoning of property, in any of the following circumstances: (a) to permit a higher floor area ratio than would otherwise be permitted in the base district, including through transit-served location floor area premiums where the underlying base district does not change; (b) to permit a higher floor area ratio or to increase the overall number of housing units than would otherwise be permitted in an existing planned development, as specified in the Bulk Regulations and Data Table, even if the underlying base district for the planned development does not change; (c) from a zoning district that does not allow household living uses to a zoning district that allows household living uses; (d) from a zoning district that does not allow household living uses on the ground floor of a building to a zoning district that permits household living uses on the ground floor; or (e) from a downtown district to a planned development, even if the underlying base district for the property does not change.

SECTION 2. TERM OF COVENANT. The Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Agreement for the period (the "Term") commencing on the date hereof and expiring on the thirtieth (30th) anniversary of the Final Lease Commencement Date; provided, however, if any Affordable Unit is converted to a

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condominium unit within the Term, a new affordability period of 30 years shall begin on the date of the initial sale of such condominium unit in accordance with Section 2-44-080(H)(2). The Developer shall provide written notice to the Department within thirty (30) days of the Completion Date.

SECTION 3. AGREEMENT TO RUN WITH THE LAND. The Developer hereby declares its express intent that the covenants, restrictions and agreements set forth herein shall be deemed covenants, restrictions and agreements running with the land from the date hereof to the expiration of the Term and shall pass to and be binding upon any person or entity to whom Developer may sell or assign all or a portion of its interest in the Property or Project or any successor in title to all or a portion of the Property or Project. If the Developer sells or assigns all or any portion of the Property or Project, it shall notify the City within sixty (60) days of such sale or assignment.

SECTION 4. AFFORDABILITY RESTRICTIONS.

4.1 Method of Compliance.

(a) *Construction of Affordable Units in the Project.* The Developer shall establish and maintain nine (9) Affordable Units in the Off-Site Project, as follows:

- (i) one (1) studio unit with a square footage of approximately 503 square feet;
- (ii) five (5) 1-bedroom units with an average square footage of approximately 600 square feet; and
- (iii) three (3) 2-bedroom units with an average square footage of approximately 1,008 square feet.

(b) *Payment of In Lieu Fee.* Prior to or concurrent with the execution of this Agreement, the Developer shall make a payment to the City in the amount of Forty-Five Thousand Dollars (\$45,000.00), which represents the administrative fee for the off-site units. The Developer has already paid Four Million Eight Hundred Fifty-Six Thousand One Hundred Thirty-Nine Dollars (\$4,856,139.00) for the in lieu Fee.

The unit numbers for the Affordable Units, if identified on Exhibit C attached hereto, may be substituted for comparable units with the prior written approval of the Department.

4.2 Standards for Construction of Affordable Units. The Affordable Units in the Off-Site Project shall be constructed or rehabilitated, as the case may be, in accordance with the following minimum standards:

(a) *Distribution.* The Affordable Units shall be reasonably dispersed throughout the Off-Site Project such that no single building or floor therein has a disproportionate percentage of Affordable Units.

(b) *Comparable to Market-Rate Units.* The Affordable Units shall be comparable to the market-rate Units in the Triggering Project in terms of unit type, number of bedrooms per unit, quality of exterior appearance, energy efficiency, and overall quality of construction; provided, however, with the Commissioner's approval, (i) lots for

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Affordable Units may be smaller than lots for market-rate Units, (ii) one-story condominium units may be substituted for multi-story townhomes, and (iii) attached homes may be substituted for detached homes.

(c) *Interior Finishes and Features.* The Affordable Units may have different interior finishes and features than market-rate Units in the Triggering Project, as long as such finishes and features are durable, of good and new quality, and are consistent with then-current standards for new housing.

(d) *Amenities.* The Affordable Units shall have access to all on-site amenities available to the market-rate Units in the Off-Site Project, including the same access to and enjoyment of common areas and facilities in the Off-Site.

(e) *Parking.* The Affordable Units shall have functionally equivalent parking when parking is provided to the other Units in the Triggering Project.

(f) *Timing of Construction of Affordable Units.* All Affordable Units in the Off-Site Project shall be constructed, completed and ready for occupancy within approximately eight weeks of same for the market-rate Units within the Triggering Project and will be marketed concurrently with or prior to the market-rate Units in the Triggering Project. All Off-Site Affordable Units must receive Certificates of Occupancy within approximately eight weeks of the issuance of the first Certificate of Occupancy for any market-rate Unit in the Triggering Project. The Parties acknowledge that the Off-Site Project and the Triggering Project are simultaneously under construction. At the Department's request, the Developer shall provide a report, in a form acceptable to the Department, on the progress of the construction of the Affordable Units in relation to the construction of the market-rate Units. Notwithstanding the foregoing, the Commissioner may approve an alternative timing plan, provided the Developer posts a bond or similar security in accordance with Section 2-44-080(U)(7) of the A.P.O.

(g) *Budget for Construction of Off-Site Affordable Units.* The budget for the acquisition and construction or rehabilitation of off-site Affordable Units must equal or exceed the Fee in lieu that would otherwise be due for such units.

(h) *Compliance with Rules and Regulations.* The Developer shall comply with the rules and regulations adopted by the Commissioner from time to time during the Term pursuant to Section 2-44-080(O).

4.3 Eligible Households. The Developer shall rent the Affordable Units to Eligible Households only; provided, however, in the case of existing units that are being converted to Affordable Units, if a non-eligible tenant occupies an Affordable Unit on the date hereof, such tenant shall be permitted to remain in the Affordable Unit, and such Affordable Unit shall be deemed to be in compliance with the terms of this Agreement for so long as such tenant continues to lease such unit.

4.4 Rent Limit. The rent charged each month for any Affordable Unit shall not exceed at any time the Rent Limit applicable to such Affordable Unit; provided, however, if the Developer has entered into a 30-year HAP Contract with an Authorized Agency, the Developer may accept housing assistance payments from such Authorized Agency, which payments, in combination with the portion of the rent to be paid by the Eligible Household, exceed the Rent Limit. For the avoidance of doubt, in no event shall (a) the portion of the rent to be paid by the Eligible Household

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exceed the Rent Limit, or (b) this Section 4.4 be construed to allow the Developer to accept housing assistance payments from an Authorized Agency, or otherwise collect rent in excess of the Rent Limit, unless the Developer has entered into a 30-year HAP Contract.

4.5 Annual Compliance Certificate. On or prior to June 30 of each year during the Term, the Developer shall provide the City with a Compliance Certificate. The Developer shall obtain and keep such records as are necessary to enable it to complete the Compliance Certificate and substantiate all statements made therein.

4.6 Pre-Marketing Meeting for Affordable Units. At least 90 days before marketing any Affordable Units the Developer shall meet with the Department's Compliance Division to review the procedures for qualifying tenants as income-eligible; submit a "Rental Unit Marketing Form" in the Department's then-current form (available on the Department's web site); and review the Department's AFO monitoring and reporting requirements. It is the responsibility of the Developer to ensure that this pre-marketing meeting is scheduled and held within the appropriate time frame. Subject to the eligibility requirements set forth herein, the marketing and leasing procedures and requirements for the Affordable Units will be consistent with the marketing and leasing procedures and requirements for the market-rate Units.

4.7 Income Eligibility Verification. The Department must verify in writing that each tenant meets the income eligibility requirements of this Agreement. The Developer shall deliver to the Department any information required by the Department to confirm each tenant's income eligibility. The Department shall have ten (10) business days from the date of receipt of a "complete information package" to qualify tenants. A "complete information package" shall include, by means of illustration and not limitation, the W-2 forms from each tenant's employers, U.S. 1040 income tax returns for each member of the tenant Household from the previous two (2) years, an affidavit or verification from the tenant with regard to Household size, and the employer verification form utilized by Fannie Mae. Tenant income information must be dated within six (6) months prior to the anticipated leasing date.

4.8 Non-Discrimination. The Developer 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 discharge status, or source of income in the rental of any Affordable Unit. Without limiting the generality of the foregoing, the Developer shall not refuse to lease any Affordable Unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, or of a comparable document evidencing participation in a tenant-based rental assistance program because of the status of the prospective tenant as a holder of such voucher, certificate or comparable tenant-based assistance document.

4.9 Affordable Unit Leases.

(a) All leases for the Affordable Units shall be in writing and shall conform with all applicable laws, including without limitation, the City of Chicago Residential Landlord and Tenant Ordinance, as such ordinance may be amended or restated from time to time, and shall contain clauses, *inter alia*, wherein each individual tenant: (i) certifies the accuracy of the statements made in the Tenant Income Certification, and (ii) agrees that the Household income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Developer or the City, and that the failure to provide accurate information in the Tenant Income Certification or refusal to comply with

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a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

(b) All leases for the Affordable Units shall be for a period of not less than one year, unless the tenant and the Developer mutually agree upon a different time period. Notwithstanding the foregoing, the Developer may not set rents more than one year in advance. Leases for Affordable Units shall not contain any of the following provisions:

(i) agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;

(ii) agreement by the tenant that the Developer may take, hold or sell personal property of Household members without notice to the tenant and a court decision on the rights of the parties; provided, however, this prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Affordable Unit after the tenant has moved out of the unit, in which case the Developer may dispose of this personal property in accordance with applicable local and state law;

(iii) agreement by the tenant not to hold the Developer or any Agent of the Developer legally responsible for any action or failure to act, whether intentional or negligent;

(iv) agreement by the tenant that the Developer may institute a lawsuit without notice to the tenant;

(v) agreement by the tenant that the Developer may evict the tenant or Household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

(vi) agreement by the tenant to waive any right to a trial by jury;

(vii) agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; or

(viii) agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant; provided, however, that the tenant may be obligated to pay costs if the tenant loses.

(c) The Developer shall not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state or local law; or for other good cause. To terminate or refuse to renew tenancy, the Developer must serve written notice upon the tenant specifying the grounds for the action at least 30 days prior to the termination of tenancy. The Developer shall also comply with all applicable state and local laws regarding tenant protections.

(d) The Developer agrees that it shall not impose any fees for construction management or for inspections for compliance with property standards. Nothing in this

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subsection shall prohibit the Developer from charging prospective tenants reasonable application fees (as determined by the City in its sole discretion).

(e) All tenant lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Affordable Units, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Developer employs a management agent for the Project, the Developer shall require such agent to comply with the requirements of this Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

(f) Subject to the eligibility requirements set forth herein, the Affordable Units will be rented (or sold, if applicable) on a first-come, first-serve basis, unless some other objective process, such as a lottery, is approved by the Department.

4.10 Maintenance of the Affordable Units. The Developer shall, at all times during the Term, maintain the Affordable Units and common areas in the Project in decent, safe, and sanitary condition and in good repair. The Affordable Units must be free of all health and safety defects and must meet the lead-based paint requirements in 24 CFR Part 35 and all applicable state and local housing quality standards, code requirements and ordinances. The Developer shall keep each Affordable Unit in compliance with the Department's Multi-Unit Rehabilitation Construction Guidelines, as such guidelines may be amended from time to time.

4.11 Management of the Project. The Developer shall provide for the management of the Project in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing.

4.12 City's Right to Inspect Project and Affordable Units. The City shall have the right to inspect the Project and the Affordable Units at all reasonable times during the construction period for the purpose of determining whether the Developer is constructing or rehabilitating the Affordable Units and common areas and facilities in accordance with the terms of this Agreement. Following construction, the City shall have the right to inspect the Project and the Affordable Units on at least an annual basis to ensure compliance with the leasing, management, maintenance and other obligations of this Agreement. The City may require additional inspections as determined necessary by the City based on monitoring results. The City shall provide the Developer with reasonable notice prior to any inspection.

4.13 Timing of Leasing. If on the date that is six (6) months following the Completion Date, the Affordable Units are not rented or available for rental by Eligible Households, then Developer shall be in breach of this Agreement and subject to the City's remedies set forth in Section 6. The Department may, in its sole discretion, extend such 6-month period based on the initial leasing of the Units in the Project.

SECTION 5. CONDITIONS PRECEDENT TO ISSUANCE OF RELEASE.

5.1 Upon satisfaction of the requirements set forth in this Section 5, and upon the Project Developer's written request, which shall include a final budget detailing and documenting the total actual cost of the rehabilitation of the Off-Site Affordable Units, the Department shall issue to the Project Developer a release ("Release") in recordable form certifying that the Project Developer has fulfilled its obligations to establish the Off-Site

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Affordable Units in accordance with the terms of this Agreement and that the remaining obligations related to the Off-Site Properties are assumed by Off-Site Developer. The Release shall not, however, constitute evidence that Developer has complied with any laws relating to the construction or rehabilitation of the Off-Site Affordable Units, and shall not serve as any "guaranty" as to the quality of the construction.

5.2 A Release will not be issued until the following requirements have been satisfied:

(a) The construction or rehabilitation, as applicable, of the Off-Site Affordable Units and common areas have been completed in accordance with Exhibit C, and each Affordable Unit has received a Certificate of Occupancy.

(b) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

5.3 Within thirty (30) days after receipt of a written request by the Project Developer for a Release, the Department shall provide the Project Developer with either the Release or a written statement indicating in adequate detail how the Project Developer has failed to satisfy the foregoing conditions, or is otherwise in default, and what measures or acts will be necessary for the Project Developer to take or perform in order to obtain the Release. If the Department requires additional measures or acts to assure compliance, the Project Developer shall resubmit a written request for the Release upon compliance with the Department's response.

SECTION 6. REMEDIES AND ENFORCEABILITY.

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

6.2 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) 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. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 6.3(a) and 6.3(c).

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

(a) The Developer fails to provide the number and type of Affordable Units required pursuant to Section 4.1.

(b) The Developer fails to comply with the construction standards set forth in Section 4.2.

(c) The Developer leases an Affordable Unit to a Household that is not an Eligible Household in violation of Section 4.3, or at a price in excess of the Rent Limit in violation of Section 4.4.

(d) The Developer fails to provide the City with an annual Compliance Certificate in violation of Section 4.5.

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(e) The Developer fails to comply with the leasing procedures and requirements set forth in Sections 4.6 through 4.9.

(f) The Developer fails to comply with the maintenance and management standards and requirements set forth in Sections 4.10 and 4.11.

(g) 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.

(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.

6.4 Remedies. If an Event of Default occurs, and the default is not cured in the time period provided for in Section 6.2 (if applicable), the City may pursue and secure any remedy specified in the ARO, including, with respect to any violation of Section 6.3(a), the imposition of a fine in an amount equal to two times the required Fee and the revocation of the Developer's residential real estate developer license, and with respect to a violation of Section 6.3(c), the imposition of a fee in the amount specified in the ARO per Affordable Unit per day for each day that the Developer is in noncompliance. The Developer further acknowledges and agrees that, in the event the Developer fails to provide the Off-Site Affordable Units as required herein, no Certificate of Occupancy for the Triggering Project shall be approved.

6.5 Cumulative Remedies. The City's remedies 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 the City or hereafter existing at law or in equity.

SECTION 7. DEVELOPER'S REPRESENTATIONS AND COVENANTS.

The Developer hereby represents, warrants, covenants and agrees as follows:

7.1 The Project Developer is a Nevada limited partnership duly organized, validly existing, and in good standing under the laws of the State of Nevada. The Project Developer is in good standing and authorized to do business in the State of Illinois. The Project Developer has full power and authority to acquire, own and develop the Rezoned Property, and the person signing this Agreement on behalf of the Project Developer has the authority to do so. The Off-Site Developer is a Delaware limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Off-Site Developer is in good standing and authorized to do business in the State of Illinois. The Off-Site Developer has full power and authority to acquire, own and develop the Off-Site Property, and the person signing this Agreement on behalf of the Off-Site Developer has the authority to do so.

7.2 Each Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. Each Developer's execution, delivery and performance of this Agreement has been duly authorized by all necessary action, and does not and will not violate the such entity's articles of partnership agreement, or any applicable laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which such entity, or any party affiliated with such entity, is a party or

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by which such entity or the Rezoned Property or the Off-Site Property is now or may become bound.

7.3 All of the statements, representations and warranties contained in the Affordable Housing Profile Form and any other document submitted by either entity to the City in connection with this Agreement are true, accurate and complete.

SECTION 8. GENERAL PROVISIONS.

8.1 Governing Law/Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Illinois law.

8.2 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.

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

8.4 Modification. 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.

8.5 Notices. Unless otherwise specified, 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 or email, provided that there is written confirmation of such communication; (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 Housing 121 North LaSalle Street, Room 1003 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer or Guarantor:	Onni Grand Limited Partnership 200-1010 Seymour Street Vancouver, BC, Canada V6B #m^ Attn: Legal Department
With a copy to:	Taft Stettinius & Hollister LLP 111 East Upper Wacker Drive, #2800

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Chicago, IL 60601
Attn: Ed Kus

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 or email, respectively, provided that such facsimile or email 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 7.5 shall constitute delivery.

8.6 Indemnification. Each Developer hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City, its elected officials, officers, employees, Agents and representatives, from and against any judgments, losses, liabilities, claims, suits, actions, causes of action, damages (including consequential damages), costs and expenses of whatsoever kind or nature (including, without limitation, attorneys' fees, court costs, expert witness fees, and any other professional fees and litigation expenses) suffered or incurred by the City arising from or in connection with: (a) the failure of either Developer to perform its obligations under this Agreement or to comply with the requirements of the ARO; (b) the failure of either Developer to comply with any other law, code, or regulation that governs the construction, occupancy, sale or lease of any Affordable Unit; (c) breaches of either Developer's representations and warranties contained in this Agreement or any Compliance Certificate; (d) the construction, rehabilitation or management of the Project and Affordable Units; (e) any misrepresentation or omission made by either Developer or any Agent of either Developer with respect to the Project; (f) the responses or documents provided by either Developer or any Agent of either Developer pursuant to the terms of this Agreement or any Compliance Certificate; and (g) any activity undertaken by either Developer or any Agent of either Developer on the Property. This indemnification shall survive the expiration or any termination of this Agreement (regardless of the reason for such termination).

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Agreement.

8.8 Effective Date. This Agreement shall be deemed to be in effect as of the date first set forth above.

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

8.10 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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8.11 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.

8.12 No Third-Party Benefits. This Agreement is made for the sole benefit of the City and the Developer and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

8.13 Joint and Several Liability. The Project Developer and the Off-Site Developer agree that they are jointly and severally liable to the City for the performance of all obligations under the ARO and this Agreement relating to the Off-Site Properties (the "Off-Site Obligations"). Each obligation, promise, agreement, covenant, representation and warranty of the Off-Site Developer in this Agreement shall be deemed to have been made by, and be binding upon, the Project Developer. The City may bring an action against either Developer with respect to the Off-Site Obligations without regard to whether an action is brought against the other Developer.

8.14 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

8.15 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.16 New Tax Parcels. If the Cook County Assessor's Office grants a Petition for Division and/or Consolidation of the Property, the Developer shall immediately (a) re-record this Agreement against any newly created tax parcels containing Affordable Units, and (b) deliver a copy of the re-recorded Agreement to the City.

8.17 Recordkeeping and Reporting. Upon request of the Department, the Developer shall promptly provide any additional information or documentation requested in writing by the Department to verify the Developer's compliance with the provisions of this Agreement. At the written request of the Department, the Developer shall, within a reasonable time following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the Property (and/or the Off-Site Development if applicable), and the Developer's compliance with this Agreement.


[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ONNI GRAND LIMITED PARTNERSHIP, a Nevada limited partnership

By: Onni Grand, LLC, a Nevada limited liability company, its General Partner

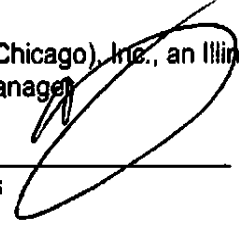
By: 

Rossano De Cotiis
Its Manager

ONNI ATRIUM APARTMENTS LIMITED PARTNERSHIP, a Delaware limited partnership


By: Onni Atrium Apartments (GP) LLC, a Delaware limited liability company, its General Partner

By: Onni Properties (Chicago), Inc., an Illinois corporation, its Manager

By: 

Giulio De Cotiis
Its President

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: 

Marisa C. Novara
Commissioner of Housing

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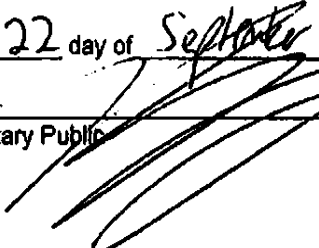
Province
STATE OF BRITISH COLUMBIA)
CITY VANCOUVER) ss.
COUNTY OF VANCOUVER)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Rossano De Collis, as Manager of Onni Grand, LLC, a Nevada limited liability company, the General Partner of Onni Grand Limited Partnership, a Nevada limited partnership, 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 they signed and delivered the foregoing instrument pursuant to authority given by said company, as their free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of September, 2020

Province
STATE OF ILLINOIS)
CITY VANCOUVER) ss.
COUNTY OF COOK)

Notary Public



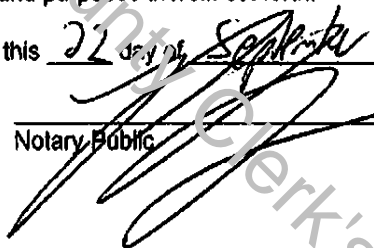
Jon Bunyan
Barrister & Solicitor
Onni Group
200 - 1010 Seymour Street
Vancouver, B.C., V6B 3M6
T: (604) 602 - 7711

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Giulio De Collis, the President of Onni Properties (Chicago, Inc.), an Illinois corporation, the Manager of Onni Atrium Apartments (GP) LLC, a Delaware limited liability company, the General Partner of Onni Atrium Apartments Limited Partnership, a Delaware limited partnership (the "LP"), 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 Manager, said General Partner and said LP, as his free and voluntary act and as the free and voluntary act and deed of said Manager, said General Partner and said LP, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of September, 2020

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

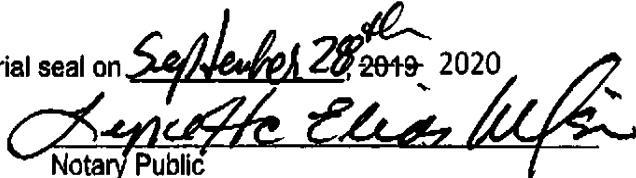
Notary Public

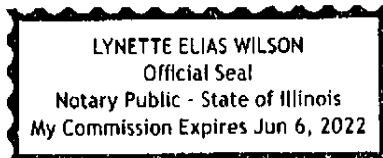


Jon Bunyan
Barrister & Solicitor
Onni Group
200 - 1010 Seymour Street
Vancouver, B.C., V6B 3M6
T: (604) 602 - 7711

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Marisa C. Novara, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City"), 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 acknowledged that as such Commissioner he signed and delivered the said instrument pursuant to authority given him on behalf of the City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on September 28th, 2019- 2020


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF REZONED PROPERTY

PARCEL 1:

LOTS 4 TO 8 INCLUSIVE, EXCEPT THE SOUTH 10 FEET THEREOF, IN BLOCK 6 OF BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, ALSO THE WEST 16 FEET OF LOTS 2 TO 5 TOGETHER WITH THE WEST 16 FEET, EXCEPT THE SOUTH 10 FEET THEREOF, OF LOT 1 IN E. BLACKMAN'S SUBDIVISION OF LOTS 1, 2 AND 3 IN SAID BLOCK 6, ALSO THAT PART OF THE NORTH ½ OF BLOCK 6 IN ASSESSOR'S DIVISION OF THAT PART EAST OF THE RIVER AND SOUTH AND WEST OF ERIE STREET, KNOWN AS KINGSBURY TRACT, THAT LAYS EAST OF A LINE 144 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID BLOCK 6 ALL OF THE ABOVE BEING SITUATED IN THE NORTH ½ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DEED RECORDED OCTOBER 22, 1962 AS DOCUMENT 18624759, MADE BY J. EMIL ANDERSON & SONS, INC. TO L-H REALTY COMPANY IN COOK COUNTY, ILLINOIS.

ADDRESS: 353 WEST GRAND AVENUE, CHICAGO, ILLINOIS 60654

PIN: 17-09-131-004-0000
17-09-242-009-0000
17-09-242-010-0000

AND

SUB-LOTS 1 THROUGH 5, BOTH INCLUSIVE, (EXCEPT THE WEST 16 FEET OF SAID SUB-LOTS) IN THE SUBDIVISION OF LOTS 1, 2, AND 3 IN BLOCK 6 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTH ½ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 458 NORTH ORLEANS STREET, CHICAGO, ILLINOIS 60654

PIN: 17-09-242-005-0000

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EXHIBIT A-1

LEGAL DESCRIPTION OF OFF-SITE PROPERTY

Lot 4 in the Atrium Village Resubdivision, Being a Resubdivision of Various Lots, Blocks, Vacated Streets and Vacated Alleys in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, which plat thereof was recorded January 6, 2017 as Document Number 1700645038 in Cook County, Illinois.

FIN:

That portion of 17-04-451-001-0000 that affects Lot 4

BUILDING ADDRESS:

Phase 3 Tower (Lot 4):
300 West Hill Street
Chicago, Illinois 60610

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EXHIBIT B

AFFORDABLE HOUSING PROFILE FORM

(ATTACHED)

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2015 ARO Affordable Housing Profile Form (AHP)

Submit this form for projects that are subject to the 2015 ARO (all projects submitted to City Council after October 13, 2015). More information is online at www.cityofchicago.org/ARO. This completed form should be returned to: Kara Breems, Department of Planning & Development (DPD), 121 N. LaSalle Street, Chicago, IL 60602. E-mail: kara.breems@cityofchicago.org

Date: 10.04.18

DEVELOPMENT INFORMATION

Development Name: 353 W Grand Avenue

Development Address: 353 W Grand Avenue, Chicago, IL 60654

Zoning Application Number, if applicable:

Ward: 42

If you are working with a Planner at the City, what is his/her name? Emily Thrun

- Type of City Involvement *check all that apply*
- | | |
|---|--|
| <input type="checkbox"/> City Land | <input checked="" type="checkbox"/> Planned Development (PD) |
| <input type="checkbox"/> Financial Assistance | <input type="checkbox"/> Transit Served Location (TSL) project |
| <input type="checkbox"/> Zoning Increase | |

REQUIRED ATTACHMENTS: the AHP will not be reviewed until all required docs are received:

- ARO Web Form completed and attached - or submitted online on
- ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)
- If ARO units proposed, Director signed Floor Plans with affordable units highlighted are attached (*pdf*)
- If ARO units proposed are off-site, required attachments are included (see next page)
- If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

DEVELOPER INFORMATION

Developer Name Onni Group

Developer Contact Paul Purewal

Developer Address 200 N LaSalle St Unit 300, Chicago, IL 60601

Email ppurewal@onni.com

Developer Phone 312-346-1400

Attorney Name Edward J Kus

Attorney Phone 312-836-4080

TIMING


Estimated date marketing will begin 04.16.21

Estimated date of building permit* 04.03.19

Estimated date ARO units will be complete 04.16.21

*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

PROPOSED UNITS MEET REQUIREMENTS (to be executed by Developer & ARO Project Manager)


 Kara Breems, DPD
 Justin Root
 Paul Purewal
 Developer/Project Manager

10/11/18 REVISED 09/22/2020 JMR
 Date
10.10.18
 Date



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369 W Grand Ave - Signed AHP

All projects with proposed ARO units must complete this tab

Summary

	Market Rate Units	Affordable Units	Summary							
			unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordability v. market square footage*
Parking			studio	30	9%	540	1	11%	540	100%
Laundry	In Unit. Stacked.	In Unit. Stacked.	one-bed	185	53%	694	5	56%	613	88%
Appliances			two-bed	124	36%	1,101	3	33%	1,024	93%
Refrigerator age/EnergyStar/make/model/color	New Blomberg	New Whirlpool	three-bed	6	2%	1,827	0	0%	N/A/01	N/A/01
Dishwasher age/EnergyStar/make/model/color	New Blomberg	New Whirlpool	four-bed	2	1%	4,199	0	#VALUE!	N/A/01	N/A/01
Stove/Oven age/EnergyStar/make/model/color	New Gas Cooktop	New Whirlpool (Electric)								
Microwave age/EnergyStar/make/model/color	New Panasonic	New Whirlpool								
Bathroom(s) how many? Half bath? Full bath?	Unit layout dependant. Same for each unit type.	Unit layout dependant. Same for each unit type.								
Kitchen countertops material	Same	Stone								
Flooring material	LVT	LVT								
HVAC	Same	Same								
Other										

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Project Name	369 W Grand Ave
Zoning Application number, if applicable	
Address	369 W Grand Avenue, Chicago, IL 60654
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price?*	

Total Units in Project	356
Total Affordable units	9

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228 W Hill St (OTP3) - Signed AHP

All projects with proposed ARO units must complete this tab

	Market Rate Units	Affordable Units
Parking		
Laundry	In Unit, Stacked.	In Unit, Stacked.
Appliances		
Refrigerator <i>age/EnergyStar/make/model/color</i>	New Bosch	New Whirlpool
Dishwasher <i>age/EnergyStar/make/model/color</i>	New Bosch	New Whirlpool
Stove/Oven <i>age/EnergyStar/make/model/color</i>	New Gas Cooktop	New Whirlpool (Electric)
Microwave <i>age/EnergyStar/make/model/color</i>	New	New Whirlpool
Bathroom(s) <i>how many?</i> <i>Half bath? Full bath?</i>	Unit layout dependant. Same for each unit type.	Unit layout dependant. Same for each unit type.
Kitchen countertops <i>material</i>	Stone	Stone
Flooring <i>material</i>	Laminate	LVT
HVAC	Same	Same
Other		

Zoning Application number, if applicable	Phase 3	Summary							
		market rate			ARO				
	TBD W Hill Street, Chicago, IL	unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordable v. market square footage*
Address	60610								
Is this For Sale or Rental Project?	Rental	studio	111	27%	503	13	28%	503	100%
Anticipated average psf rent/price?*		one-bed	173	42%	719	19	41%	614	85%
		two-bed	122	30%	1,059	14	30%	993	94%
Total Units in Project	456	three-bed	4	1%	#DIV/0!	0	0%	0	#DIV/0!
Total Affordable units	46	four-bed	0	0%	#DIV/0!	0	0%	0	#DIV/0!

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9 Units from 369 W Grand Moved to OTP3

All projects with proposed ARO units must complete this tab

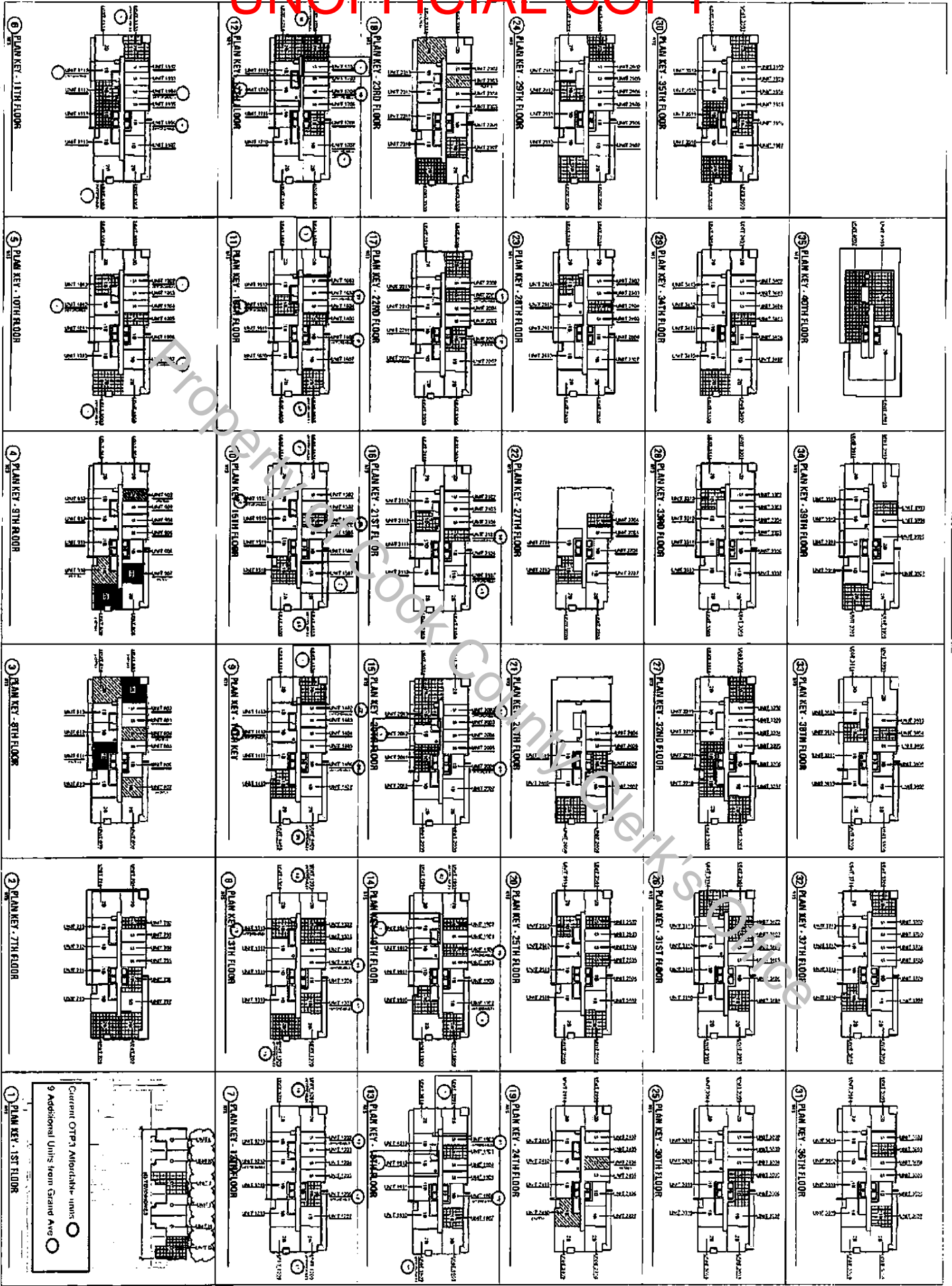
	Market Rate Units	Affordable Units	Final Specification
Parking			
Laundry	In Unit, Stacked.	In Unit, Stacked.	In Unit, Stacked.
Appliances			
Refrigerator <i>age/EnergyStar/make/model/color</i>	New Blomberg	New Whirlpool	New Blomberg
Dishwasher <i>age/EnergyStar/make/model/color</i>	New Blomberg	New Whirlpool	New Blomberg
Stove/Oven <i>age/EnergyStar/make/model/color</i>	New Gas Cooktop	New Whirlpool (Electric)	New Gas Cooktop
Microwave <i>age/EnergyStar/make/model/color</i>	New Panasonic	New Whirlpool	New Panasonic
Bathroom(s) :how many? Half bath? Full bath?	Unit layout dependent. Same for each unit type.	Unit layout dependant. Same for each unit type.	Unit layout dependent. Same for each unit type.
Kitchen countertops material	Stone	Stone	Stone
Flooring material	Laminate	LVT	Laminate
HVAC	Same	Same	Same
Other			

Summary

unit type	market rate			ARO			affordable v. market square footage*
	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage*	
studio	110	27%	509	14	30%	423	100%
one-bed	168	41%	719	24	52%	610	85%
two-bed	119	29%	1,060	17	37%	997	94%
three-bed	4	1%	#DIV/0!	0	0%	0	0%
four-bed	0	0%	#DIV/0!	0	0%	0	#DIV/0!

County Clerk's Office

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LEGEND

- Common Area
- Unit
- Stair
- Elevator
- Mechanical Room
- Utility Room
- Storage Room
- Corridor
- Entry
- Lobby
- Office
- Conference Room
- Break Room
- Storage
- Mechanical
- Electrical
- Plumbing
- Fire
- Security
- Other

NOTES:

1. All units are subject to change without notice.
2. All units are subject to the current OP7A Memorandum.
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44. All units are subject to the current OP7A Memorandum.
45. All units are subject to the current OP7A Memorandum.
46. All units are subject to the current OP7A Memorandum.
47. All units are subject to the current OP7A Memorandum.
48. All units are subject to the current OP7A Memorandum.

OLD TOWN PARK PHASE II

ACCESSIBLE UNIT KEY

1-3/4

A002

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EXHIBIT C

COMPLIANCE CERTIFICATE

**CITY OF CHICAGO
DEPARTMENT OF HOUSING**

**ANNUAL OWNER'S CERTIFICATION FOR PROJECT
SUBJECT TO AFFORDABLE REQUIREMENTS ORDINANCE
UNDER THE MUNICIPAL CODE OF CHICAGO**

Owner: _____

Project Name: _____

Project Address: _____

Date: _____

Owner Federal Employer Identification Number: _____

The Owner has executed an Affordable Housing Covenant and Agreement ("**Agreement**") for the benefit of the City of Chicago (the "**City**"). The Agreement was filed with the Office of the Recorder of Deeds of Cook County, Illinois, on _____ (month/date/year). Pursuant to the Agreement, the Owner is required to maintain certain records concerning the Project and the City is authorized to monitor the Project's compliance with the requirements of the Agreement. This Annual Owner's Certification for Project Subject to the Affordable Requirements Ordinance ("**Compliance Certificate**") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Housing ("**Department**") by June 30 of each year until the expiration of the Term (as defined in Section 2 of the Agreement). No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the same meanings given to such terms in the Agreement.

All forms, including updates to this Compliance Certificate, department contacts, income limits, maximum allowable rents, and guidance for calculating household income are available on the Department's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding ARO compliance.

A. INFORMATION

1. Please list the address for each building included in the Project. (If necessary, use a separate sheet of paper and attach it to this document.)

Building Address(es):

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2. Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, (b) in the identity of any shareholder, partner, member, trustee or other entity holding an ownership interest in the Owner, or (c) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Owner since the date of the Agreement or the most recent Annual Owner's Certification?

Yes _____ No _____

If Yes, provide all the appropriate documents.

3. Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes _____ No _____

If Yes, provide all amendments and modifications of the Owner's organizational documents.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Owner hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Owner is [check as applicable]:

- (a) _____ an individual
- (b) _____ a group of individuals
- (c) _____ a corporation incorporated and in good standing in the State of _____
- (d) _____ a general partnership organized under the laws of the State of _____
- (e) _____ a limited partnership organized under the laws of the State of _____
- (f) _____ a limited partnership organized under the laws of the State of _____
- (g) _____ other [please describe]: _____

2. The Owner is [check as applicable] (a) _____ the owner of fee simple title to, or (b) _____ the owner of 100 percent of the beneficial interest in, the Project.

3. The Project consists of _____ building(s) containing a total of _____ residential unit(s), with total rentable square feet of _____.

4. (a) The Agreement requires the Owner to rent _____ (____) of the residential units in the Project (the "**Affordable Unit(s)**") to individuals whose income is 60 percent or less of the Chicago Primary Metropolitan Statistical Area median income ("**Eligible Households**").

(b) For the 12-month period preceding the date hereof (the "**Year**"):

- (i) the Affordable Units in the Project (as identified in paragraph 8 below) were occupied or available for occupancy by Eligible Households;
- (ii) the Owner received an annual income certification from each Eligible Household at the time of the first rental by that household and documentation to support such certification;

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- (iii) all of the units in the Project were for use by the general public and used on a non-transient basis;
- (iv) each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
- (v) if an Affordable Unit became vacant during the Year, reasonable attempts were or are being made to rent such Affordable Unit or the next available residential unit in the Project of a comparable size to one or more Eligible Households.

5. I have attached the Affordable Housing Profile Form signed by the Department for this Project and acknowledge that I must provide the number and types of affordable units specified in that document.

6. I have attached copies of the first and last pages of the lease for each of the Affordable Units listed in paragraph 8 below. For any new tenants, I have attached copies of all documents required to certify that they are income-eligible.

7. For this Project, tenants pay for the following utilities [check as applicable]:

- (a) electric heat
- (b) cooking gas
- (c) other electric
- (d) gas heat
- (e) electric cooking

8. The following information accurately describes the Affordable Units required in this Project, as of today's date:

	Unit #	Number of bedrooms	Sq. Ft.	Rent charged	Household size	Household income	Date household income most recently calculated
1.	1702	0	503				
2.	1712	1	608				
3.	1507	1	534				
4.	1812	1	608				
5.	1913	1	642				
6.	2012	1	608				
7.	1401	2	1,008				
8.	1601	2	1,008				
9.	1801	2	1,008				

9. The Project is in compliance with all of the currently applicable requirements of the Agreement. The Owner will take whatever commercially reasonable action is required to ensure that the Project complies with all requirements imposed by the Agreement during the periods required thereby.

The Owner shall retain, for the period required under the Agreement, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to:

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income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

10. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.

11. All Units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

12. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Owner has used its commercially reasonable best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Affordable Housing Profile Form attached to the Agreement.

13. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Agreement. The Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Agreement and the City or the City's counsel.

If the Owner is unable to make any representation or warranty set forth above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

Under penalties of perjury, the Owner declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Owner in connection herewith is true, correct and complete and will continue to be true, correct and complete.

C. INDEMNIFICATION

The Owner hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions which result from the Owner's responses or documents provided pursuant to the terms of this Compliance Certificate and the Agreement, including breaches of the representations and warranties herein and therein contained.

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IN WITNESS WHEREOF, the Owner has executed this Annual Owner's Certification this day of _____, _____.

Subscribed and sworn to before me this _____ day of _____, 20__

Owner: _____

By: _____

Its: _____

Notary Public
(SEAL)

Property of Cook County Clerk's Office