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RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/16/2021 03:18 PM PG: 1 OF 82

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)

#### **NOTICE**

900 P. O. 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 ASSICIS, UNTIL THE EXPIRATION OF THE TERM.

THIS AFFORDABLE HOUSING COVENANT AND AGREEMENT (this "Agreement") is made on or as of \_\_\_\_\_\_, 2021, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through it. Department of Housing (together with any successor department thereto, "Department"), and THE SHOPS AT BIG DEAHL, LLC, an Illinois limited liability company (collectively with any successors and assigns, "Project Developer"), HARRISON/FRANCISCO LLC, an Illinois limited liability company and an affiliate of Project Developer (collectively with any successors and assigns, "Off-site Developer" and together with Project Developer, "Developers" and each a "Developer"), and J. MICHAEL DREW, an individual as the guarantor of Developers ("Guarantor"), personally, and jointly and severally with Developers. Capitalized terms not otherwise defined herein shall have the meanings given in Section 1 below.

#### **RECITALS**

- The Project Developer is the owner of the property located at 1465-1483 North Kingsbury Street, 835-919 W. Blackhawk Street, and 1450-1472 North Dayton Street, Chicago, Illinois 60642, as legally described on Exhibit A attached hereto (the "Rezoned Property").
- The City Council, by ordinance adopted on January 27, 2021, approved the B. rezoning of the Rezoned Property from Planned Development 1292 to C2-5 Motor Vehicle Related Commercial District, and then to Planned Development 1292, as amended, for the construction of (1) a market-rate mixed-use building with 327 dwelling units ("Building A"); (2) an all-affordable residential building with 34 dwelling units ("Building B"); (3) a market-rate residential building with 126 dwelling units ("Building C"); (4) an existing building on Sub-Area D with no residential dwelling units; and (5) publicly accessible open space on Sub-Area E (the "Triggering Project"). As further

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detailed below, Building B satisfies part of Developer's ARO obligation, which is triggered by the construction of Building A and Building C.

- 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 receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes.
- D. Developers acknowledge and agree that the Triggering Project is a Residential Housing Project (as defined in <u>Section 1</u> 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 <u>Section 1</u> 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 (the "Required Units") on-site or (for projects in Higher Income Areas and Downtown Districts) on- or 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. 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.
- The City has established the Near North/Near West ARO Pilot Area (the "Near North/Near West Pilot Area") pursuant to ordinance adopted on October 11, 2017, and published in the Journal for such date at pages 56905 through 56911 (the "Near North/Near West Pilot Ordinance"). The Near North/Near West Pilot Area has two zones: the "Near Yvest Zone" and the "Near North Zone", each as defined in the Near North/Near West Pilot Ordinance and depicted on page 56912 of the Journal for October 11, 2017. The percentage of units required to be affordable in a Residential Housing Project, whether rental or for-sale, is increased (i) from 10% to 20% in the Near North Zone, and (ii) from 10% to 15% in the Near West Zone (such increased number of units (i.e., the number of units corresponding to 20% or 15%, as applicable), the "Required Pilot Units"). The Required Pilot Units may be located off-site (subject to the Commissioner's approval under Subsection (V) of the 2015 ARO) or on-site. The first 10% of the Required Pilot Units are called the "First Units", and the remaining Required Pilot Units are called the "Additional Units". The Near North/Near West Pilot Ordinance does not allow developers to pay a fee in lieu of the establishment of the Required Pilot Units. Any off-site First Units in the Near North Zone must be provided within two miles of the Project and in a Higher Income Area or a Downtown District. Any off-site First Units in the Near West Zone must be provided within two miles of the Project, and in either (i) a Higher Income Area or a Downtown District or (ii) within the Near North/Near West Pilot Area, regardless of income area. Any off-site Additional Units in

either zone may be located anywhere in the Near North/Near West Pilot Area, regardless of distance from the Project or income area. Notwithstanding the foregoing, when a Residential Housing Project receives financial assistance from TIF Funds, all Affordable Units must be provided on-site.

- H. The Triggering Project is located in a Higher Income Area in the Near North Zone of the Near North/Near West Pilot Area and constitutes a Larger Project. Together, Building A and Building C will have 453 dwelling units. As a result, Developer's ARO obligation is 91 Affordable Units (20% of 453), which must be provided on- or off-site.
- In accordance with Section 2-44-090(G)(6) of the Municipal Code, which allows the reduction of the required number of Affordable Units in exchange for Affordable Units with more bedrocms. Developers have submitted, and the Department has approved, a proposal to provide seventy (70) off-site Affordable Units as follows: 1) thirty-four (34) First Units for sale in Building B located at 869 W. Blackhawk, Chicago, Illinois, which property is legally described on Exhibit A-1 attached hereto ("First Units Property"), an all-affordable ARO building in the Triggering Project but deemed "off-site" due to all-affordable building and the related compliance monitoring by the Department, (the "First Affordable Units"), to be constructed by Project Developer, and 2) thirty-six (23) Additional Units for sale at Harrison Row Townhomes (the "Affordable Units Property"), which property is legally described on Exhibit A-2 attached hereto and located as follows: two (2) units at 2818 West Harrison Street; twenty-six (26) units at 2828-2858 West Harrison Street; three (3) units at 2849-2853 West Congress Parkway; and five (5) units at 505-513 South Francisco Avenue (the "Additional Affordable Units"), to be constructed by Off-Site Developer, to meet the ARO requirements. The First Affordable Units and the Additional Affordable Units are the "Off-Site Affordable Units". The Off-Site Affordable Units will be constructed subject to and in accordance with the ARO and the Minimum Standards for ARO Off-Site Residential Units last updated September 12, 2018, as may be amended. Further, the Off-Site Affordable Units will be the subject to the Department's monitoring and related fees as described in Recital L below. The ARO First Units and ARO Additional Units are allocated between Building A and Building C as set forth in the AFO Unit Allocation Matrix, hereinafter referred to as either "Building A's ARO Obligation" or "Building C's ARO Obligation", as the case may be. The ARO Unit Allocation Matrix is attached hereto as Expisit D ("ARO Matrix")
- J. The total combined acquisition and construction of the First Affordable Units is estimated to cost approximately \$492,226 per unit as detailed in the preliminary budget for the units attached hereto as Exhibit B. The total combined acquisition and construction of the Additional Affordable Units at the Off-Site Additional Affordable Units is estimated to cost approximately \$368,850 per unit as detailed in the preliminary budget for the units attached hereto as Exhibit B.
- K. The Project Developer acknowledges that each Off-Site Affordable Unit allocated to either Building A or Building C 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) before the City will issue the first certificate of occupancy for either Building A or Building C, as may be applicable.
- L. As a specific condition precedent to the Project Developer receiving a building permit for either Building A or Building C of the Triggering Project, the Project Developer, Off-Site Developer, and Guarantor have each agreed to execute this Agreement and record it against the Rezoned Property and the Off-Site Affordable Units Property in order to secure the performance

of their obligations under the ARO. In addition, prior to the issuance of a building permit for either Building A or Building C of the Triggering Project, the Project Developer acknowledges that it must pay a fee in the amount of \$5,000 per Off-Site Affordable Unit (i.e., \$350,000) to offset the Department's expenses in connection with monitoring and administering compliance with the requirements of the ARO.

M. Developers and Guarantor are executing this Agreement to satisfy the requirements set forth in above relating to the construction of the Affordable Units.

NOW THEREFORE, the Developers and Guarantor 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 Housing Profile Form" means the form attached hereto as Exhibit C, specifying the number and types of affordable units required for the Project.
- 1.2 "Affordable Units" means those Units in the Project and/or, if applicable, an approved off-site location which will be sold to and occupied by Eligible Households, as more specifically identified in Section 4.1(a). The Affordable Units must comply with the requirements of Section 4.
- 1.3 "Agent" means any contractor or other agent, entity or individual acting under the control or at the request of a party.
- 1.4 "Agreement" means this Affordable Housing Covenant and Agreement, as supplemented, amended and restated from time to time
- 1.5 "Area Median Income" or "AMI" means the modian household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size on an annual basis by HUD.
- 1.6 "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.
- 1.7 "Authorized Agency Agreement" means (a) a 30-year lease agreement, if the Authorized Agency is leasing the Affordable Unit from Developer, or (b) a 30-year deed restriction or similar instrument if the Authorized Agency is purchasing the Affordable Unit from Developer, or (c) a 30-year HAP Contract between Developer and the Authorized Agency.
- 1.8 "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.
- 1.9 "Certificate of Occupancy" means a certificate of occupancy issued by the Department of Buildings of the City.

- 1.10 "CCLT Restrictive Covenant" means an Affordable Housing Restrictive Covenant and Agreement in the CCLT's then-current form.
- 1.11 "Chicago Community Land Trust" or "CCLT" means the Illinois not-for-profit corporation established by ordinance adopted on January 11, 2006, and published at pages 67997 through 68004 in the Journal of Proceedings of the City Council of such date, as amended, and having as its primary mission the preservation of long-term affordability of housing units, or any successor organization.
- 1.12 "Commissioner" means the commissioner of the Department of Housing of the City, or any successor department, or his or her designee.
- 1.13 "Downtown District" means a "D" zoning district pursuant to the Chicago Zoning Ordinance, Chapter 17-4 of the Municipal Code.
- 1.14 "El'glole Household" means a Household whose combined annual income, adjusted for Household size, does not exceed 120% of AMI at the time of the purchase of an Affordable Unit.
  - 1.15 "Fine" means a dollar amount equal to the product of (a) multiplied by (b), where:
  - (a) Equals the product of two (2) multiplied by \$134,242 (since the Project is located in a Higher Income Area) or multiplied by \$107,394 (if such Developer has entered into an Authorized Agency Agreement); and
  - (b) Equals the number and type of Affor table Units required pursuant to <u>Section 4.1</u> minus the number and type of Affordable Units established for the Project in accordance with the terms of this Agreement.
- 1.16 *"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.
  - 1.17 "Guarantor" is defined in Section 8.18(a).
- 1.18 "HAP Contract" means a U.S. Department of Housing and Urban Development Section 8 Project-Based Voucher Program Housing Assistance Payments Contract between a 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.
- 1.19 "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.
- 1.20 "Household" means and includes an individual, a group of unrelated individuals or a family, in each case residing in one Unit.
- 1.21 "HUD" means the United States Department of Housing and Urban Development or any successor department.
  - 1.22 "Journal" means the Journal of the Proceedings of the City Council of the City.

- 1.23 "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.
  - 1.24 "Municipal Code" means the Municipal Code of the City of Chicago.
  - 1.25 "Project" is defined as the Triggering Project, together with the Affordable Units.
- 1.26 "Property" is defined as the Rezoned Property, collectively with the First Units Property and the Additional Property.
- 1.21 "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.
  - 1.28 "Term" is defined in Section 2.
- 1.29 "TIF Guide in 3:" 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" cassed on July 31, 2002, and published at pages 90838-90859 of the Journal of that date.
- 1.30 "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 occupance 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.
- 1.31 "Zoning Assistance" means a change in the coning 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 ratio or to increase 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 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.** Each Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Agreement from the date hereof through the date on which such Developer closes the sale of all Affordable Units in accordance with this Agreement.
- SECTION 3. AGREEMENT TO RUN WITH THE LAND. Each 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 and shall pass to and be binding upon any person or entity to whom such Developer may sell or assign all or any portion of its interest in the Property or Project or any successor in title to all or any portion of the

Property or Project (excluding purchasers of Units in the ordinary course of development). If either Developer sells or assigns all or any portion of the Property or Project (excluding the sale of Units in the ordinary course of development) it shall notify the City within sixty (60) days of such sale or assignment.

### **SECTION 4. AFFORDABILITY RESTRICTIONS.**

- Method of Compliance. The Developers acknowledge and agree that the Triggering Project is subject to the ARO, and have agreed to comply with the ARO as follows:
  - Sale of Affordable Units. The Developer shall construct and sell 0000 M Affordable Units as follows:
    - For Building A's ARO Obligation:
      - First Affordable Units in Building B: six (6) two-bedroom a. units and fifteen (15) three-bedroom units as set forth in the ARO Matrix; and
      - Additional Affordable Units: eighteen (18) three-bedroom units and five (5) four-bedroom units as set forth in the ARO Matrix.
    - For Building C's ARO Obligation: ii.
      - First Affordable Units in Building B: one (1) two-bedroom unit, three (3) three-bedroom units, and nine (9) fourbed oom units as set forth in the ARO Matrix; and
      - Additional Affordable Units: thirteen (13) three-bedroom b. units as set forth in the ARO Matrix.
  - Recalculation of Affordable Frices. The maximum sales prices of the (b) Affordable Units shall not exceed the prices corresponding to such First Affordable Units in Building B or Additional Affordable Units as set forth in the ARO Matrix. The prices set forth in the ARO Matrix for the Additional Affordable Units shall be valid for a period of one (1) year from the date hereof. The prices set forth in the ARO Matrix for the First Affordable Units in Building B shall be valid for a period of one (1) year from issuance of the first Certificate of Occupancy for such First Affordable Units in Building B. If any of the Affordable Unit(s) are not under contract within the applicable one-year period for such unit, the Developer of such Affordable Unit(s) shall notify the Department and the Department may re-calculate the affordable price(s) of such Affordable Unit(s).
    - (c) Payment of In Lieu Fee. Not applicable.
- Standards for Construction of Affordable Units. The Affordable Units shall be constructed or rehabilitated, as the case may be, in accordance with the following minimum standards:
  - (a) intentionally omitted.
  - 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 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) Intentionally omitted.
- (e) Parking. The Affordable Units shall have functionally equivalent parking when parking is provided to the market-rate Units at the respective property.
- Timing of Construction of Affordable Units. All Affordable Units allocated to either Building A or Building C shall be constructed, completed, ready for occupancy, and marketed concurrently with or prior to the market-rate Units in either Building A or Building C, as may be applicable. All Affordable Units allocated to either Building A or Building C must receive Certificates of Occupancy prior to the issuance of the first Certificate of Occupancy for either Building A or Building C, as may be applicable. At the Department's request, Developers 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 either Building A or Building C. Notwithstanding the foregoing, the Commissioner may approve an alternative timing plan, provided the Project Developer posts a bond or similar security in accordance with Section 2-44-080(U)(7) of the ARO.
- (g) Budget for Construction c. Off-Site Affordable Units. The budget for the acquisition and construction or rehabilitation of off-site Affordable Units, if any, must equal or exceed the Fee in lieu that would otherwise be due for such units if the Project were not located in the Near North/Near West Pilot Area.
- (h) Compliance with Rules and Regulations Che Developers 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 <u>Procedures for Sale of Affordable Units</u>. The Developers s'iall sell the Affordable Units in accordance with the following procedures:
  - (a) Pre-Marketing Meeting. At least 90 days before marketing and Units in the Project, and at least 180 days before the anticipated closing of the first Unit in the Project, the Developers shall meet with the Department to present its marketing plan for the Affordable Units. The Department must approve the marketing plan before the Developers begin to market any Units in the Project. It is the responsibility of the Project Developer to ensure that this pre-marketing meeting is scheduled and held within the appropriate time frame.
  - (b) Marketing Plan. The Developers must comply with the terms of the approved Marketing Plan. At a minimum, the Developers shall (i) market the Affordable Units to the general public for at least 30 days prior to accepting any offers or applications to purchase Units, and (ii) hold at least three open houses during such 30-day marketing period.

- (c) Lottery. If demand for the Affordable Units is anticipated to be high, the Department may require the Developers or either Developer, as the case may be, to sell the Affordable Units via a lottery.
- (d) Minimum Household Size. The Department may establish minimum household sizes for Affordable Units based on the number of bedrooms, and may require prospective purchasers to complete homebuyer education training or fulfill other requirements.
- (e) Determination of Income Eligibility. The Department must verify in writing that each purchaser meets the income eligibility requirements of this Agreement. The Department shall have ten (10) business days from the date of receipt of a "complete information package" to qualify purchasers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract between the respective developer and the purchaser, the W-2 forms from each purchaser's employers, U.S. 1040 income tax returns for each purchaser from the previous two (2) years, an affidavit or verification from each purchaser with regard to Household size, and the employer verification form utilized by Fannie Mae.
- (f) Unless otherwise indicated by the Department, each purchaser of an Affordable Unit shall execute and record a CCLT Restrictive Covenant at the time of such purchaser's closing.
- (g) Within ten (10) days after the date of execution of a contract for the purchase of an Affordable Unit, the respective Developer shall provide the City with a copy of such contract.
- (h) The respective Developer shall notify the Department in writing at least twenty (20) business days prior to the projected date of closing an Affordable Unit.
- (i) The respective Developer shall offer the Affordable Units for sale in accordance with the requirements of the ARO and in accordance with any rules and regulations promulgated, or as may be promulgated, in furtherance of the ARO.

#### SECTION 5. CONDITIONS PRECEDENT TO ISSUANCE OF RELEASE.

- 5.1 Upon satisfaction of the requirements set forth in this Section 5 cr either Building A's ARO Obligations or Building C's ARO Obligations, and upon the Project Developer's written request for a Release as to either Building A or Building C, which shall include a final budget detailing and documenting the total actual cost of the rehabilitation of the applicable ARO 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 Affordable Units in accordance with the terms of this Agreement as to Building A or Building C, as applicable. The Release shall not, however, constitute evidence that the Project Developer has complied with any laws relating to the construction or rehabilitation of the 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 Affordable Units and common areas for Building A's ARO Obligation or Building C's ARO Obligation, as applicable, have been completed in accordance with the terms of this Agreement, and each such 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 <u>Time of the Espance</u>. Time is of the essence in the Developers' performance of their respective obligations under this Agreement.
- 6.2 <u>Cure.</u> If either Developer defaults in the performance of its obligations under this Agreement, such 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 such Developer promptly commer ces such cure and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under <u>Sections 6.3(a)</u> and 6.3(c), except in the event the City is exercising its rights under Section 7.18.
- 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) Either Developer fails to provide the number and type of Affordable Units required pursuant to Section 4.1.
  - (b) Either Developer fails to comply with the construction standards set forth in Section 4.2.
  - (c) Either Developer fails to comply with the sales procedures set forth in Section 4.3.
  - (d) Either Developer sells an Affordable Unit at a price in excess of the affordable price set forth in Section 4.1 (or recalculated in accordance with such section), or to a Household that is not an Eligible Household.
  - (e) Either 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.

- (f) Either 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), (i) the imposition of a fine in an amount equal to the Fine and (ii) the revocation of such 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 such Developer is in noncompliance.
- 6.5 <u>Cumulative Remedies</u>. 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.

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

- 7.1 It is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. It has full power and authority to acquire, own and develop its respective Property, and the person signing this Agreement on its behalf has the authority to do so.
- 7.2 It has the right, power and authority to enter into, execute, deliver and perform this Agreement. Its execution, delivery and performance of this Agreement has been duly authorized by all necessary action, and does not and will not violate its articles of organization or operating 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 it, or any party affiliated with it, is a party or by which it or the 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 to the City ir, connection with this Agreement are true, accurate and complete.

### **SECTION 8. GENERAL PROVISIONS.**

- 8.1 <u>Governing Law/Binding Effect</u>. 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 <u>Successors and Assigns</u>. 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 <u>Venue and Consent to Jurisdiction</u>. 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.

- Modification. This Agreement may not be modified or amended in any manner 8.4 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:

It to the City:

City of Chicago

Department of Housing

121 North LaSalle Street, Room 1003

Chicago, Illinois 60602 Attn: Commissioner

City of Chicago Department of Law 121 North LaSalle Street, Suite 600

Chicago, Illinois 60602

Attn: Real Estate and Land Use Division

With a copy to: If to the Developers and Guarantor:

The Shops at Big Deahl, LLC 211 North Clinton Street Chicago, Illinois 60610 Attn: 1 Michael Drew

With a copy to:

Thompson Coburn LLP

55 East Monroe Street, 37th Floor

Chicago, Illinois 60603 Attn: Katriina McGuire

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 8.5 shall constitute delivery.

Indemnification. The Developers hereby agree 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 the Developers to perform its obligations under this Agreement or to comply with the requirements of the ARO; (b) the failure of the Developers to comply with any other law, code, or regulation that governs the construction, occupancy, sale or lease of any Affordable Unit; (c) breaches of the Developers' representations and warranties contained in this Agreement; (d) the construction and management of the Project; (e) any misrepresentation or omission made by the Developers or any Agent of the Developers with respect to the Project; (f) the responses or documents provided by either Developer or any Agent of such Developer pursuant to the terms of this Agreement; and (g) any activity undertaken by the Developers or any Agent of the Developers on the Property. This indemnification shall survive the expiration or any termination of this Agreement (regardless of the reason for such termination).

- 8.7 <u>Counterparts</u>. 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 <u>Effective Date</u> This Agreement shall be deemed to be in effect as of the date first set forth above.
- 8.9 <u>Exhibits</u>. 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.
- 8.11 <u>Headings</u>. 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 Developers and their respective successors and assign, 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. If this Agreement is executed by more than one party as "Developers" together such entities agree that they are jointly and severally liable to the City for the performance of all obligations under the ARO and this Agreement. Each obligation, promise, agreement, covenant, representation and warranty of each entity comprising Developers shall be deemed to have been made by, and be binding upon, the other entities comprising Developers and their respective successors and assigns. The City may bring an action against any such entity with respect to the obligations under the ARO and this Agreement without regard to whether an action is brought against the other entities comprising Developers.
- 8.14 <u>No Waiver</u>. No waiver by the City with respect to any specific default by either Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of either 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 <u>Severability</u>. 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 Rezoned Property or the Off-Site Property, the respective 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, Developers shall promptly provide any additional information or documentation requested in writing by the Department to verify such Developer's compliance with the provisions of this Agreement. At the written request of the Department, such 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 such Developer's compliance with this Agreement.
- 8.18 <u>Guaranty</u>. Developers shall provide additional security for its obligations under <u>Section 4.1</u> of this Agreement by providing either a personal guaranty from a principal of Developers ("<u>Guarantor</u>") or a letter of credit pursuant to the following terms.
  - Personal Guaranty. Gua aritor hereby personally guarantees to the City the performance of the obligations of Section 4.1(a) hereof as if Guarantor were Developers hereunder. This guaranty shall in all respects be Guarantor's absolute, continuing. unconditional and irrevocable guaranty of the construction of the Affordable Units in accordance with the terms of this Agreement. Guaranter will pay without the necessity of prior demand beyond the notice required by Section 3.2 hereof, any and all amounts due and owing under this Agreement pursuant to either Developer's default in complying with Section 4.1(a) hereof. The City shall not be obligated to exhaust any right or take any action against such Developer or any other person or entity prior to the enforcement of its rights under this guaranty. This guaranty shall in no way be impaired or affected by any assignment of this Agreement, delay in enforcing any of the terrois conditions and covenants of this Agreement, bankruptcy or receivership (either voluntary) of either Developers, or assignment by either Developer for the benefit of creditors. This guaranty shall expire upon the City's inspection of the Project confirming both Developers' compliance with Section 4.1(a) hereof. Such inspection shall occur within 30 days after the pre-marketing meeting described in Section 4.3(a) hereof and before occupancy of the Affordable Units.

#### (b) Intentionally Omitted.

The additional security required by this <u>Section 8.18</u> shall not be construed to limit in any way any other remedy or rights herein conferred upon the City or hereafter existing at law or in equity.

[SIGNATURE AND NOTARY PAGES FOLLOW]

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

DEVELOPERS:
The Shops at Big Deanl, LLC, an Illinois limited liability
Company
By: J. Michael Drew
Its Manager
Harrison/Francisco J.C., an Illinois limited liability
Company\ / //
By: WWZ
/ J/Michael Drew
Ox / /ts Manager
GUAND TOR OF DEVELOPERS:
J. Michael Drew, an
individual and the Guarantor of Developers

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

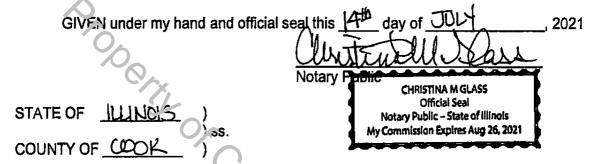
By: Marisa C. Novara
Commissioner of Housing

2119729031 Page: 16 of 82

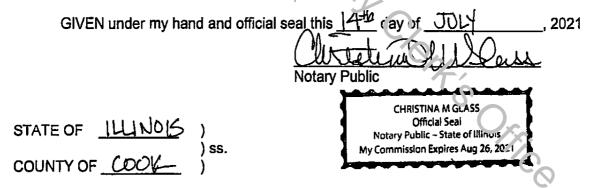
### **UNOFFICIAL COPY**

STATE OF	MINDIS	)
COUNTY OF	= cook	) ss. )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that J. Michael Drew, the Manager of Big Deahl Investors, LLC, an Illinois limited liability company ("<u>LLC</u>"), 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 he signed and delivered the foregoing instrument pursuant to authority given by said LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.



I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that J. Michael Drew, the Manager of Harrison/Francisco LLC, an Illinois limited liability company ("LLC"), 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 he signed and delivered the foregoing instrument pursuant to authority given by said LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.



I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that J. Michael Drew, an individual and Guarantor of The Shops at Big Deahl, LLC, an Illinois limited liability company and Harrison/Francisco LLC, an Illinois limited liability company 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 he signed and delivered the foregoing instrument, as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seel this 14th day of JULY , 2021

Notary Public

CHRISTINA M GLASS Official Seal Notary Public – State of Illinois My Commission Expires Aug 26, 2021

STATE OF ILLINOIS	)
	) ss
COUNTY OF COOK	)

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 she signed and delivered the said instrument pursuant to authority given her on behalf of the City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on

under is Occopy Country Clerk's Office

#### EXHIBIT A

### LEGAL DESCRIPTION OF REZONED PROPERTY

#### PARCEL 1:

LOTS 1, 2 AND 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 14, 15, 16, 17, 18 AND THE NORTHERLY 16 FEET OF LOT 19 AND THE VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK. 58 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANCE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

(EXCEPTING FROM PARCELS 1 AND 2 AFORESAID A PART OF LOT 1 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, TOGETHER WITH A PART OF EACH OF LOTS 14, 15 AND 16 AND VACATED ALLEY EAST OF AND ADJOINING SAID LOTS IN J. A. YALE'S RESUBDIVISION OF BLOCK 58 IN FLSTON'S ADDITION TO CHICAGO AFORESAID, ALL IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 THE SENG COMPANY'S RESUBDIVISION AFORESAID, BEING THE INTERSECTION OF THE WEST LINE OF N. DAYTON STREET WITH THE SOUTH LINE OF W. BLACKHAWK STREET AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 261.84 FEET TO A POINT ON THE NORTH LINE OF LOT 14 IN J. A. YALE'S RESUBDIVISION AFORESAID; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF W. BLACKHAWK STREET, A DISTANCE OF 44.35 FEET, TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF THE SOUTH FACE OF AN EXISTING BRICK BUILDING; THENCE EAST ALONG SAID WESTWARD EXTENSION AND ALONG THE SOUTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 129.45 FEET TO AN INTERSECTION WITH THE CENTER LINE OF AN EXISTING 17 INCH BRICK WALL AT A POINT WHICH IS 43.99 FEET (MEASURED PERPENDICULARLY) SOUTH OF THE SOUTH LINE OF W. BLACKHAWK STREET; THENCE SOUTHEASTWARDLY ALONG SAID CENTER LINE OF THE 17 INCH BRICK WALL, A DISTANCE OF 30.28 FEET TO AN INTERSECTION WITH THE CENTER LINE OF A 17 INCH BRICK WALL WHICH EXTENDS EAST TO THE WEST LINE OF SAID N. DAYTON STREET; THENCE EAST ALONG THE LAST DESCRIBED CENTER LINE, A DISTANCE OF 127.25 FEET TO A POINT ON THE WEST

LINE OF N. DAYTON STREET, WHICH POINT IS 73.96 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT I IN THE SENG COMPANY'S RESUBDIVISION AND THENCE NORTH ALONG THE WEST LINE OF SAID N. DAYTON STREET, SAID DISTANCE OF 73.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF VACATED NORTH FREMONT STREET VACATED FREMONT STREET VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED MANUARY 15, 1965, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14 IN BLOCK 58 IN JOHN A. YALE'S RESUBUTVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO AND RUNNING THENCE SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF LOT 14 TO 18, BOTH INCLUSIVE IN SAID JOHN A. YALE'S RESUBDIVISION; ALONG THE WESTERLY LINE OF SAID 18 PRODUCED SOUTHERLY 16 FEET AND ALONG THE WESTERLY LINE OF LOT 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 38 IN SAID ELSTON'S ADDITION TO CHICAGO IN COOK COUNTY; ILLINOIS, A DISTANCI. CF 226.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 53.72 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO, IN SECTION 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 222.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THENCE EAST ALONG A STRAIGHT LINE A DISTANCE 52.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

PERPETUAL EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT RECORDED JULY 12, 1979 AS DOCUMENT 25048235 OVER, IN AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS

4 AND 5 IN SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND MORE SPECIFICALLY IN AND ACROSS THE AREAS OCCUPIED BY EQUIPMENT IN THE BASEMENT OF THE IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF OPERATING, FUELING, ADJUSTING, INSPECTING, MAINTAINING AND REBUILDING SUCH EQUIPMENT AND IMPROVEMENTS; AND FOR USE FOR THE USUAL AND ORDINARY PURPOSES IN ALL THE EQUIPMENT AND IMPROVEMENT LOCATED ON THE SERVIENT TENEMENT ALL OF WHICH CONSTITUTE FIXTURES OR IMPROVEMENTS ATTACHED TO AND FORMING PART OF THE YEAL ESTATE DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

PERPETUAL EASEMENT TO AND FOR THE BENEFIT OF PARCEL 3, OVER, IN AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF VACATED NORTH FREMONT STREET VACATED BY ORDINANCE OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965, BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTH VEST CORNER OF LOT 5 IN SENG COMPANY'S RESUBDIVISION OF PART OF YALL'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS AND RUNNING THENCE SOUTH EASTWARDLY ALONG THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 104.38 FEET TO THE SOUTH WEST CORNER OF SAID LOT 5; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE (THE SOUTH WESTERLY TERMINUS OF WHICH STRAIGHT LINE IS THE SOUTHEAST CORNER OF LOT 4 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57, JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSLIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) A DISTANCE OF 25.60 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF NORTH FREMON'T STREET; THENCE

NORTHWESTWARD ALONG SAID CENTER LINE OF SAID NORTH FREMONT STREET A DISTANCE OF 119.71 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING FROM THE NORTH WEST CORNER OF SAID LOT 5 IN THE SENG COMPANY'S RESUBDIVISION TO THE NORTH EAST CORNER OF SAID LOT 4 IN JOHNSON AND CARLSON'S RESUBDIVISION, AND THENCE EASTWARDLY ALONG SAID STRAIGHT LINE A DISTANCE OF 26.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS FOR THE PURPOSE OF ACCESS TO, INGRESS AND EGRESS BY ALL VEHICULAR TRAFFIC AS CREATED BY GRANT OF EASEMENT MADE BY HOOVER UNIVERSAL, INC. RECORDED JUNE 28, 1979 AS DOCUMENT 25028220.

ALSO THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF NORTH FREMONT STREET, ORDAINED TO BE VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN THE SENG COMPANY'S RESUBDIVISION OF PART OF YALE'S RESUBDIVISION OF BLOCK 58 IN ELSTON'S ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS, AND RUNNING THENCE SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF LOT 4 IN SAID SENG COMPANY'S RESUBDIVISION A DISTANCE OF 18.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, BEING ALSO THE NORTHWEST CORNER OF LOT 5 IN SAID SENG COMPANY'S RESUBDIVISION:

THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 53.72 FEET TO THE SOUTHWAST CORNER OF LOT 2, BEING ALSO THE NORTHEAST CORNER OF LOT 4, IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57, JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST; THENCE NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 18.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BEING ALSO THE SOUTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S PESUBDIVISION OF BLOCK 57, JOHN A. YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. AND THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 53.72 FEET TO THE POINT OF BEGINNING.

#### PARCEL 7:

LOT 3 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSLIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Office

#### PARCEL 8:

THAT PART OF LOT 2 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 44.44 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 57 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 3, A DISTANCE OF 24,53 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BLARING OF NORTH 67 DEGREES 11 MINUTES 23 SECONDS WEST, 121.76 FEET TO THE WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 32 DEGREES 20 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE 39.47 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTER Y ALONG SAID SOUTHWESTERLY LINE BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 282.87 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 03 MINUTES 54 SECONDS EAST, 74.53 FEET TO THE POINT OF BEGINNING.

#### PARCEL 9:

THOSE PARTS OF LOTS 2 AND 4 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED PER DOCUMENT NUMBER 4571265, IN COOK COUNTY, ILLINOIS, DESCRIPED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57; THENCE NORTH 57 DEGREES 12 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND EASTERLY EXTENSION OF SAID LOT 3, A DISTANCE OF 68.97 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES; (1) THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.87 FEET, A CHORD BEARING OF SOUTH 83 DEGREES 53 MINUTES 46 SECONDS EAST, 33.28 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS EAST 97.37 FEET; THENCE SOUTH 57 DEGREES 24 MINUTES 17 SECONDS WEST ALONG A LINE 174.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 174.93 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 32 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE 77.17 FEET TO THE POINT OF BEGINNING.

#### PARCEL 10:

NON EXCLUSIVE EASEMENT(S) FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN GRANT OF EASEMENT RECORDED JUN 28, 1979 AS DOCUMENT 25028219.

Permanent Index Numbers: 17-05-218-010-0000; 17-05-218-009-0000; 17-05-218-005-0000; 17-05-218-006-0000;

17-05-217-003-0000; 17-05-217-002-0000; 17-05-217-001-0000; 17-05-217-004-0000

17-05-217-005-0000; 17-05-217-006-0000

Property Addresses: 1450-54 North Dayton Street, Chicago, Illinois 60642

848 W. Eastman Street, Chicago, IL 60642

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

#### **EXHIBIT A-1**

### **LEGAL DESCRIPTION OF FIRST AFFORDABLE UNITS**

THOSE PARTS OF LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION OF BLOCK 57 IN JOHN A. YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN SAID ELSTON'S ADDITION TO CHICAGO TOGETHER WITH THAT PART OF VACATED NORTH FREMCAN STREET VACATED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO, PASSED JANUARY 15, 1965 ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3 IN THE RESUBDIVISION OF LOT 1 IN JOHNSON AND CARLSON'S RESUBDIVISION; THENCE NORTH 57 DEGREES 41 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 115.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 20 MINUTES 20 SECONDS EAST 132.82 FEET; THENCE NORTH 71 DEGREES 04 MINUTES 04 SECONDS EAST 21.62 FLET; THENCE NORTH 71 DEGREES 04 MINUTES 04 SECONDS EAST 21.62 FLET; THENCE NORTH 71 DEGREES 04 MINUTES 04 SECONDS EAST 62.56 FEET; THENCE NORTH 18 DEGREES 55 MINUTES 56 SECONDS WEST 121.84 FEET TO THE SOUTH LINE OF W. BLACKHAWK STREET; THENCE SOUTH 88 DEGREES 19 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE AND NORTH LINE OF SAID 1, A DISTANCE OF 77.31 FEET TO A BEND POINT IN SAID NORTH LINE; THENCE SOUTH 57 DEGREES 41 MINUTES 47 SECONDS WEST ALONG THE NORTH LINES OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING.

UPON THE RECORDING OF THAT CERTAIN DECLARATION OF CONDOMINIUM FOR THE 853 W. BLACKHAWK CONDOMINIUM, THE LEGAL DESCRIPTION SHALL BE AS FOLLOWS: UNIT NUMBERS 201-209, 301-309, 401-409, AND 501-505, 507-308 OF THE 853 W. BLACKHAWK CONDOMINIUM OF THE SAME LEGAL DESCRIPTION WRITTEN ABOVE.

Tax Parcel Numbers: Part of 17-05-217-001

Part of 17-05-217-002 Part of 17-05-217-003

#### **EXHIBIT A-2**

#### **LEGAL DESCRIPTION OF ADDITIONAL AFFORDABLE UNITS**

#### North Parcels:

Triggering Property - Building C:

LOTS 5-7

THE EASTERLY 47.53 FEET OF THE WESTERLY 120.50 FEET OF THE NORTHERLY 48.75 FEET OF LOTS 39 TO 43 (TAKEN AS A WHOLE), IN JAMES U. BORDAN'S RE-SUBDIVISION OF BLOCKS 6 AND OF LOTS 1 TO 24 INCLUSIVE IN BLOCK ONE OF REED'S SUBDIVISION OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NOR? HWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Property Addresses: 2849-2853 West Congress Parkway

Triggering Property - Building A:

LOT 10

THE WESTERLY 76.50 FEET OF THE SOUTHERLY 99.75 FEET OF LOTS 39 TO 42 (TAKEN AS A WHOLE), IN JAMES U. BORDEN'S RE-SUBDIVISION OF BLOCKS 6 AND OF LOTS 1 TO 24 INCLUSIVE IN BLOCK ONE OF REED'S SUBDIVISION OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE TELED PRINCIPAL MERIDIAN. IN COOK COUNTY ILLINOIS. 50/1/C0

Property Addresses: 505-513 South Francisco Avenue

#### South Parcel:

Triggering Property - Building A:

LOT 26 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2828 West Harrison Street

LOT 27 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP

39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2830 West Harrison Street

LOT 28 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2834 West Harrison Street

LOT 25 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/6 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2836 West Harrison Street

LOT 30 IN JAMES U BORDEN'S F.ESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 O? THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2838 West Harrison Street

LOT 31 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MEPIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 625235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2838 West Harrison Street

LOT 32 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2840 West Harrison Street

LOT 33 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO

THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2842 West Harrison Street

Triggering Property – Building C:

LOT 34 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH I/4 OF THE NORTHWEST I/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY II/A INIOIS.

Property Addresses: 2844 West Harrison Street

LOT 35 IN JAMPS U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2846 West Harrison Street

LOT 36 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF 1/1E NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2848 West Harrison Street

LOT 37 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235 TV COOK COUNTY ILLINOIS.

Property Addresses: 2856 West Harrison Street

LOT 38 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Addresses: 2858 West Harrison Street

#### Individual lot:

### Triggering Property - Building A:

LOT 22 IN JAMES U BORDEN'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 20, 1880 AS DOCUMENT NO. 626235, IN COOK COUNTY ILLINOIS.

Property Address: 2818 West Harrison Street

Tax Parcel Numbers: 16-13-132-002, 16-13-132-003, 16-13-132-017, 16-13-132-016, 16-13-132-018, 16-13-132-019, 16-13-132-020, 16-13-132-021, 16-13-132-022, 16-13-132-023, 16-13-132-024, Part of 16-13-132-041, Part of 16-13-132-042, 16-13-132-048

Units are allocated on the above described property as follows:

#### Harrison Row Townhomos

	Unit Type	Address	Area (SF)	Accessible	Floor	Triggering Property	Price Not To Exceed
$\Box$	3 Hedmon	2849 W Congres	1,229	No	11	BUG C - \$51 IY Buchnash	5239 000 00
7	3 Bedroom	2851 W Congress 1	1,229	Ho	1	Bldg C - RS3 IV Blackhaul	\$230,000.00
2	1 84470m	2853 W Congress	1 729	No	1.1	BUQ C . ESS W Bigginami	\$230 000 00
4	3 Bedroom	2858 V/ Hamson #1	1,480	Ka	_L.t.	Bido C - 853 W Rischbank	\$245 000 00
_5	1 Bednem	2658 19 Hamson 62	416	Ko	1 1	Bidg C - 853 W Blackhaul	\$245 003 00
4	3 Bedraam	2856 W Harrison BI	1.4 '6	Na	<u> </u>	BMg C . 853 W Blackmank	\$245 000 00
. 7	3 Bedroom	2856 W Harrison #2		Nq	1	Big C . BSJ W Blackhamb	1245 000 00
•	3 Bedroom	2848 W Harrison #1	1. 16	No		BHOC. BSI W Blacknamk	1245 000 00
2	3 Bedmem	2848 W. Harrison, #2	1.479.1	_No	1	Bidg C - 853 W Blacktonk	\$245 000 00
10	1 Bedroom	2846 7/ Hamson #1	1,476	tto	1	Bidg C . BS3 W Blackhaul	\$745 000 00
33	3 Bedroom	7846 W Hamson #7	1,476		-	BMQ C - 853 W Blackhamb	3245 0C3 00
_17	3 Redroom	ZERA VI Hamson #1	1 476	Ho		Bidg C - 853 W Blackmank	\$245,000.00
(3	T Decision	7844 W Hamson #2	1,476	· · · · · ·	1	Bidg C - 853 IV Blackhank	\$245,000.00
14	3 Betren	2842 Y/ Hamson #1	1,476	Ho		Bldg A - 1465 N Kingsbury	\$245 OCO 00
15	3 Bedroom	2842 W Harrison #2	1,476	No		Bidg A - 1485 N Kingsbury	\$245 003 00
16	) Bedroom	2840 Yr Harrson #1	1,476	716		Bldg A - 1485 N Kngsbury	_ 5745 000 00
17	3 Bedroom	2840 W Harrson #7	1,476	160	17.6	Bigg A . 1485 H Kingsbury	3745 000 00
18	3 Bedrsom	7838 W Hamson #1	1 426	160	T = T	P QA - 1405 N Kingsbury	\$245 000 00
19	3 Bedroom	2838 W Hamson #2	1,476	lie	T 7	Bid A - 1465 H Kingsbury	\$245 000 00
20	3 Bedoom	2936 W Harrison Et	1,476	fio.		Bris - 1465 N Kingsbury	1245 060 00
21	3 Bedmon	2876 W Harrson 87	1,476	No		Bldg A - 1/ Kngsbury	3245 000 00
22	3 Bedmen	2834 W Harrison, #1	1,476	Na	1	Bldg A . 465 H Ingsbury	3245 000 00
23	nocised C	2834 Yr Hamsen #2	1,476	No		Oldg A . 165 N.K .gsbury	\$245 000 00
24	J Budpon	2832 W Hamson #1	1 476	No	-	Didg A . 1465 P Kenthury	\$745 003 00
75	1 Redraem	2832 W Harrson #2	1 476	160	_	Bldg A - 1465 H . e. To ury	3245,000.00
26	3 Bed pom	2830 W Harrison El	1 476	No		RIGA A - 1465 N N 310 .T.	\$245,000,00
77	1 Dedmon	7830 W Harrison #2	1,476	No	-	Didg A . 1465 H King our	\$745,000.00
.78	1 Bedroom	2828 W Hamson #1	1.47G	No	1	Bidg A . 1465 H Kingsbury	1245 003 00
29	1 Bedmen	2828 W Hamson #2	1,476	No		Bidg A - 1465 N Kingsbury	7. 45 0CO DO
30	3 Bedroom	2818 W Hamson #1	1,476	No		Bidg A - 1465 N Kingsbury	245 000 00
31	moctoes t	2818 W Hamson #2	1,476	No	1	Bida A - 1465 N Kingsbury	3245 P
32	4 Bedroom	\$35 S. Francisco	1,600	No	1	Bidg A - 1465 N Kingsbury	\$249 000 00
33	4 Boérsom	637 S. Francisco	1,600	No		Ilida A - 1465 N Kingibury.	3249 700 D
34	4 Bedraem	539 3. Francisco	1,600	Ко	1	Oldg A - 1465 N Xingibury	\$249 000 00
35	4 Bedmon	5119 Francisco	1,600	No	1 1	Bidg A - 1465 N Kingsbury	\$249 003 60
36	4 Bodmom	513 S Flancico	1,600	Ko	1	Bidg A - 1485 N Kingsbury	\$749,000.00

### **EXHIBIT B**

### PRELIMINARY BUDGETS FOR FIRST AND ADDITIONAL AFFORDABLE UNITS

(ATTACHED)

#### **Harrison Row Townhomes** 36 Units

#### Si'e Program

Sita Four	66,968
Buil line of a	56,400
Avg Unit Size	1,214
# of Units	36
Parking	36

#### **Development Costs**

66,968		Arga	Cost/SF	Total	Cost Per Unit
56,400	Land Area			66,968	
1,214	Units	<u> </u>		36,00	
36	Land Cost	66,968	5 13.87	5 928,795	\$ 25,800
35	Hard Costs				
	Building Cost	56,400	\$ 157.22	8,867,292	246,314
	Garage	I	\$ 5,417	195,000	5,417
	Site Work / Prep			646,530	17,959
C	Environmental			58,071	1,613
	Utilities and Connections	ļ		13,157	365
	Owner's Contingency	1	S.0%	266,519	7,403
	subtotal		\$66,527	\$10,046,570	
Con	Financing	Loan Size:	75%	\$10,002,618	
4/-	Construction Loan Fee	1.00%		100,026	2,779
	Closing Costs	1.00%	j	100,026	2,779
	Literest Reserve	4.40%	12	230,654	6,407
	Prover Fee	0.00%		0	3,30
	Titl, and Escrow Services	0.25%		25,007	695
	sub otal			\$455,713	\$12,659
	Soft Costs			Ö	
	Pre-Construction Soft Costs	0.00%		so	so
	Marketing	\$1,000		36,000	1,000
	Appraisal/Survey			21,429	595
	Inspecting Architect	\$1,000		36,000	1,000
	Title Insurance Escrow	\$1,000	-	36,000	1,000
	Architecture/Engineering Fe is	1.	l	40,050	1,113
	Consulting			17,633	490
	Permits		ŀ	26,345	732
	Utility Fees	1,700	ŀ	36,000	1,000
	Property Tax	\$1,000		36,000	1,000
	Signage		) i	18,286	508
	Site Security		1XC_	33,571	933
	OPD Unit Review Fee	\$5,000		180,000	s,000
	Insurance / Legal	1.00%	1	100,466	2,791
	Soft Cost Contingency	5.00%	U	30,889	858
	Broker's Commission	6.00%	1	495,600	13,767
	Development / Construction Fee	7.00%		703,260	19,535
	subtotal			51,847,528	551,320
	Total			\$13,278,606	\$368,850

#### Harrison Row Townhomes

	Unit Type	Address	Area (SF)	Accessible	Fioor	Triggering Property	Price Not To Exceed
	3 Bodroom	2849 W Congress	1,229	No	1	Bidg C - 853 W Blackhaak	\$230,000.00
2	3 Bedroom	2851 W Congress	1,229	lio	1	Bidg C - 853 W Blackhank	\$230 000 00
3	1 Bodroom	2853 W Congress	1,229	No		Bidg C - 853 W Blackhamk	\$230 000 00
4	3 Bodstom	2858 W Harrison #1	1,480	No	1	BIdo C - 853 W Blackhamk	\$245,000.00
5	3 Bodroom	2858 W Hamson #2	1,476	No	1	Bidg C - 853 W Blackhamk	\$245 000 00
6	3 Bod room	2856 W Hamson #1	1,476	160	1	Bidg C - 853 W Blackhank	\$245 000 00
7	3 Bedroom	2856 W Hamson #2	1,476	No	1	Bido C - 853 W Blackhank	\$245,000.00
鹿	3 Badroom	2848 W Hamson #1	1,476	fío	1	Bidg C - 853 W Blackhauk	\$245,000,00
9	3 Bedroom	2848 W Hamson #2	1,476	No	1	BMg C - 853 W Blackhaek	\$245,000,00
10	3 Bed mom	2846 W Hamson #1	1,476	No	. 1.	Bitg C - 853 W Brackhawk	\$245,000.00
11	3 Bedroom	2846 W Harrison #2	1,476	No	1	Bidg C . 853 W Blackhawk	\$245,000.00
12	3 Bedroom	2844 W Hamson #1	1,476	No	1	Bidg C - 853 W Blackhamk	\$245 000 00
	1 Bed nom	2844 W Hamson #2	1,476	No	11	BIGO C - 853 W Blackhauk	\$245,000,00
	Bedroom	2842 W Hamson #1	1,476	No		Bidg A - 1465 H Kingsbury	\$245 000 00
15	mombed	2842 W Hamson #2	1.476	No	1.1.	Bidg A - 1405 H Kngsbury	\$245 000 00
16	3 400 TOM	2840 W Hamson #1	1,476	No	1	Bidg A - 1465 Il Kingsbury	\$245,000,00
17	32:47.57	2840 W Hamson #2	1,476	lto	1	Bidg A - 1465 N Xngsbury	5245 000 00
18	3 8/4 30/4	2838 W Hamson 81	1,476	No	<del> </del>	Blag A - 1465 N Kingsbury	\$245 000 00
12	J Bodraor	2838 W Hamson #2	1.476	No	-	Bidg A - 1465 N Kingsbury	\$245 000 00
20	3 Bodraom	22 3 W Hamson #1	1 476	No		Bidg A - 1465 N Kingsbury	\$245 000 00
-21	3 Bedroom	.63 W Hamson #2	1,476	No.	1-1-	Bldg A - 1465 N Kingsbury	\$245,000.00
22	3 Bodroom	28 15 (6 Hamson 81	1,476	No	+ + -	Bldg A . 1465 N Xngsbury	\$245 000 00
23	3 Bedroom	2834 W Tison #2	1,476	No		Bldg A - 1465 N Kingsbury	\$245 000 00
24	3 Bedroom 3 Bedroom	2832 W Hart of 81	1,476	No	+ +	Bldg A - 1465 N Kingsbury	\$245,000,00
25 26	3 Bedroom	2830 W Hamser #1	1,476 1,476	No	1	Bidg A - 1465 N Xngsbury	\$245,000,00
27	J Bedraom	2830 W Hamser #7	1,476	No No	1	Bidg A - 1465 N Kingsbury Bidg A - 1465 N Kingsbury	\$245 000 00
28	moctoe E	2828 W. Hamson #1	1,476	No	1 ;	Bidg A - 1465 N King Loury	\$245 000 00
29	3 Bedroom	2928 W Harrison #2	1,476	Ко		Bidg A - 1465 N Kngsbury	\$245,000.00 \$245,000.00
30	3 Bedroom	2818 7/ Hamsen #1	1,476	lio	1	Bldg A - 1465 Il Kingsbury	\$245,000 00
31	3 Bedroom	2818 W Hamson #2	1,476	No	1	Bidg A - 1465 N Kingsbury	\$245,000.00
32	4 Bedroom	505 S. Francisco	1.600	No	1	Bldg A - 1465 Il Xingsbury	\$249,000 00
33	4 Bedroom	507 S. Francisco	1,600	No	1	Bidg A - 1405 N Kingsbury	\$249 000 00
34	4 Bedroom	500 S. Francisco	1,6 10	No	1	Bldg A - 1465 N Kingsbury	\$249,000 00
35	4 Bedroom	St 1 S. Francisco	1,625 (	No	1	Bidg A - 1465 N Kingsbury	\$249,000.00
36	4 Bedroom	513 S. Francisco	1.600	No		Bidg A - 1465 N Kingsbury	\$249 000 00
				C	OA	TS OFFICE	

#### **Big Deahl Condominiums** 34 Units

#### Site Program

Site Area	14,725
Building Size	61,205
Avg Unit Size	1,800
# of Units	34
Parking	34

#### **Development Costs**

14,725		Area	Cost/SF		Total Cost	Ca	st Per Unit
61,205	Land Cost	14,725	\$ 135,82	s	2,000,000		58,824
1,800	Hard Costs			Ť	-,,	۲	30,024
34	Building Cost (includes garage) -	61,205	5 153.88	s	9,417,925	s	276,998
34	Parking / Site Work / Site Prep		5 31,826	s			31,826
	FF&E / Other		- *	\$		1	5,235
	Utilities and Connections	ł	5 1,471	5	50,000	5	1,471
	Owner's Contingency		3.0%	s	321,840	5	9,466
	subtotal		\$106,194		\$11,049,840		\$324,995
	Financing	Loan Size:	70%				
	Construction Loan Fee	1.00%		5	117,150	s	3,446
	Closing Costs	1.00%		S	43,500	\$	1,279
	Interest Réserve	4.40%	12	5			17,05 <del>6</del>
	Broker Fee	0.00%		S	-		2,240
	Title and Escrow Services	0,25%		5		-	861
	Soft Costs	<del>  -</del>			>845,976	⊢	\$24,882
	Marketing		\$1,000	s	26.000	s	765
	Appraisal/Survey		- ,	Š	15,000	Š	441
	Inspecting Architect		\$1,000	5		-	353
	Title Insurance Escrow		\$1,000	\$	14,000	s	412
	Architecture/Engineering Fees			\$	-	-	18,088
	Consulting	1		-	-		4,265
	Permits		4	-			5,221
	Ottory Fees						735
4	Complement MA Contribution		\$1,000			_	882
	Cita Caminity		j		97,807	1	1,996
	OPO Unit Review Fee		\$5,000		170.000	_	5,000
	los trance / Legal		\$5,000	-			3,015
	50', Cort Contingency		5.00%	-			3,049
	Brox.r'r co umission		6.00%	5	-		19,805
	Developm ent / Construction Fee			\$		S	19,500
	subtotal				\$2,839,873		\$83,526
	Total	<u> </u>			516,735,689		\$492,226
	C/A	<u> </u>					
	34 34	Building Cost (Includes garage) Parking / Site Work / Site Prep FF&E / Other Utilities and Connections Owner's Contingency subtotal  Financing Construction Loan Fee Closing Costs Interest Reserve Broker Fee Title and Escrow Services subtotal  Soft Costs Marketing Appraisal/Survey Inspecting Architect Title Insurance Escrow Architecture/Engineering Fees Consulting Permits Utility Fees Property Tax Developer HOA Contribution Site Security DPO Unit Review Fee Insurance / Legal So' (Cort Contingency Broker' Commission	Building Cost (Includes garage) 61,205  Parking / Site Work / Site Prep  FF&E / Other  Utilities and Connections  Owner's Contingency  subtotal  Financing  Construction Loan Fee  Closing Costs  Interest Reserve  Broker Fee  Title and Escrow Services  subtotal  Soft Costs  Marketing  Appraisal/Survey Inspecting Architect  Title Insurance Escrow  Architecture/Engineering Fees  Consulting  Permits  Utility Fees  Property Tax  Developer HOA Contribution  Site Security  DPD Unit Review Fee  Insurance / Legal  So', Cort Contingency  Broker', commission	Building Cost {Includes garage} 61,205 \$ 153.88 Parking / Site Work / Site Prep \$ 31,826 FF&E / Other Utilities and Connections \$ 1,471 Owner's Contingency 3.0% subtotal \$106,194 Financing Loan Size: 70% Construction Loan Fee 1.00% Closing Costs 1.00% Interest Reserve 4.40% 12 Broker Fee 0.00% Title and Escrow Services 0.25% subtotal Soft Costs Marketing \$1,000 Appraisal/Survey Inspecting Architect \$1,000 Title Insurance Escrow \$1,000 Architecture/Engineering Fees Consulting Permits Utility Fees \$1,000 Property Tax \$1,000 Developer HOA Contribution Site Security OPD Unit Review Fee \$5,000 In trance / Legal So's Cort Contingency \$5,00% Broker' Commission \$5,00%	Building Cost {Includes garage} 61,205 \$ 153.88 \$ Parking / Site Work / Site Prep \$ 31,826 \$ FF&E / Other Utilities and Connections \$ 5 1,471 \$ Owner's Comtingency 3.0% \$ subtotal \$ 5106,194 \$ Financing Loan Fee L.00% \$ Construction Loan Fee L.00% \$ Interest Reserve 4.40% 12 \$ Broker Fee O.00% \$ Subtotal \$ Site Services \$ 0.25% \$ \$ Subtotal \$ Soft Costs Marketing \$ 51,000 \$ Subtotal \$ Soft Costs Marketing \$ Site Security \$ Si	Building Cost {Includes garage}   61,205   5 153.88   5 9,417,925	Building Cost {Includes garage}   61,205   5133.88   5 9,417,925   5   7   7   7   7   7   7   7   7

### **EXHIBIT C**

### AFFORDABLE HOUSING PROFILE FORM

(ATTACHED)

COOK STATE LERK OFFICE RECORD ISION 120 202-1387

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1387

2119729031 Page: 33 of 82

### **UNOFFICIAL COPY**

### ARO Afford blowing Profile Form (AHP)

Submit this turn for projects that are entired to the 2006 ARO, Near NorthWeat Flot, Milwarkee Flot or Fleen/Line Villege Flot Ordinances (all projects and mitted to City Councileier October 18, 2015). More bloomation is online all words from the agree of March Submittee completed to the Department of House (DOM), 121 Nucsele Street, 10th Floor, Chiego, U. 6032. Exactly dealer come (2017) is the confession of the confessio

Date: May 20, 2021  DEVELOPMENT INFORMATION  Development Name: Shops at Big Deahl  Development Address: 1450 N Dayton  Zoning for lication Number, if applicable: PD 12  If you are working with a Planner at the City, wha							
Type of City I verified City Land Check all that apply Financial							
Zoning in	Assistance Transit Served Location (TSL) project crease						
	be reviewed until all required docs are received						
	·						
ARO Web Form completed and attache							
	e Footage" worksheet completed and attached (Excel)						
✓ If ARO units proposed, Dimensioned Fig.	If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (pdf)						
If ARO units proposed are off-site, requi	ad attachments are included (see next page)						
If ARO units are CHA/Authorized Agence	y units, signed acceptance letter is attached (pdf)						
DEVELOPER INFORMATION  Developer Name Structured Development  Developer Contact J. Michael Drew	C						
Developer Address 211 N. Clinton Street, Chic	ago 60610						
Email mdrew@strdev.com	Developer Phone 312-261-5777						
Attorney Name Katriina S. McGuire	Attorney Phone 312-580-2326						
TIMING							
Estimated date marketing will begin See Afforda	ble Profile Form Timing Attachmen						
	able Profile Form Timing Attachment						
Estimated date ARO units will be complete See							
*the in-lieu/fee, recorded covenant and \$5,000 po to the issuance of any building permits, including	or unit administration fee (for off-site units) are required prior the foundation permit.						
ROPOSED UNITS MEET REQUIREMENTS (to be	executed by Developer & ARO Project Manager)						
4 miles	5/19/2021						
Developer or their agent	Date						
1/(4)	June 11, 2021						
Justin Pont et Dazige Pomen DOH	Date						

2119729031 Page: 34 of 82

AFFORDABLE REQUIREMENTS ORDINANCE

### Applicant Contact Information

Name: Talar Berberian

Email: tberberian@thompsoncoburn.com

### **Development Information**

Address Submitted Date: 05/25/2021

Number From: 1450 Number To: 1472 Direction: N

Street Name: Dayton Postal Code: 60642

**Development Name**The Shops at Big Deahl

Are you rezoning to downtown?: No

Is your project subject to the ARO Pilots?: PILOTS APFLY

Information

Ward: 27 ARO Zone: Higher Income Pilot Are

Pilot Area: Near North

**Details** 

ARO Trigger: Zoning change and planned development

Total Units: 453

Development Type: Rent Date Submitted: 12/15/2020

#### Requirements

First ARO Units: 45 Additional ARO Units: 46

How do you intend to meet your ARO obligation for the First ARO Units?

On-Site: 0 Off-Site: 34

On-Site to CHA or Authorized agency: 0 Off-Site to CHA or Authorized agency: 0

Total Units: 34

2119729031 Page: 35 of 82

### Off-Site Unit Information for First ARO Units

#### Address

Will the Off-Site Units be for Rental or For-Sale? Sale

Number: 835

Direction: W

Street Name: Blackhawk

Postal Code: 60642

Information

Zone of Off-site Units: Higher Income

Pilot Area: Near North

Ward of Off-site Units: 27

Distance to Primary Development: 0 Miles

Off-site Administrative Fee: 170000

### How do you intend to meet your ARO obligation for the Additional ARO Units?

Will the Units be 80% AMI or 100% AMI: 100% AMI

On-Site: 0

Off-Site: 36

On-Site to CHA or Author zed agency: 0

Off-Site to CHA or Authorized agency: 0

Total Units: 36

### Off Site Unit Information for Additional ARO Units

Will the Off-Site Units be for Rental or For-Sale? Sale

#### **Address**

Number: 2849

Direction: W

Street Name: Congress

Postal Code: c0612

Information

Zone of Off-site Units: Low / Moderate Income

Pilot Area: Near West

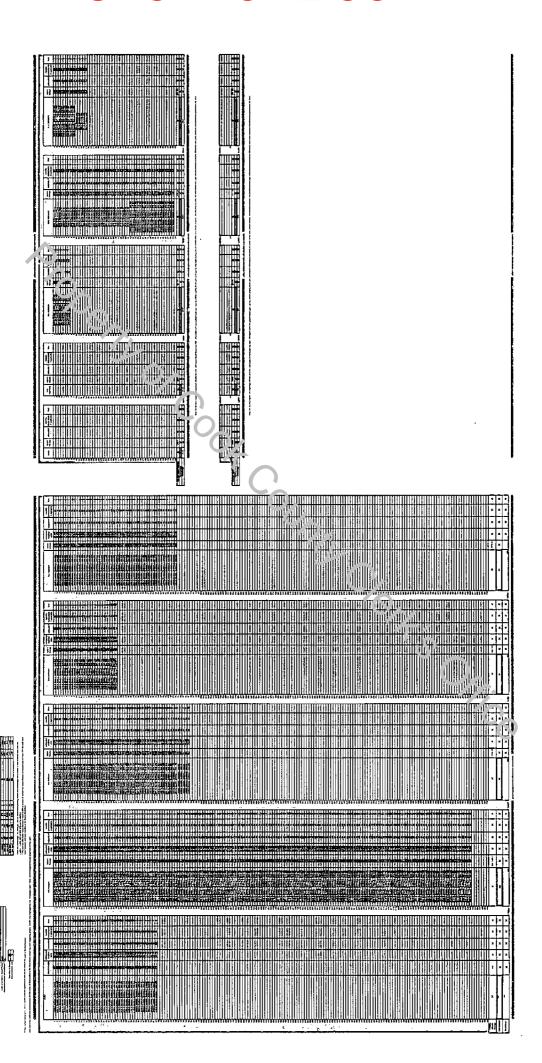
Ward of Off-site Units:

27

Distance to Primary Development: 3.4 Miles

Off-site Administrative F :: 180000

Project is taking advantage of 2-44-090(G)(6) and therefore is providing fewer units (7) in exchange for larger units with more bedrooms. Total off-site administrative fee is \$350,000 as noted above.



2119729031 Page: 37 of 82

### **UNOFFICIAL COPY**

### All projects with proposed ARO units must complete this tab

### **Building A**

	Market Rate Units	Affordable Units
Parking	0.5 spaces / Unit	NA
Laundry	in Unit	NA CARLON
Appliances	*-	
Refrigerator age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA ,
Dishwasher age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA
Stove/Oven age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA
Microwave age/EnergyStar/make/mod_l/color	Energy Star by Kenmore or equivalent/Stainless	NA 2 2
Bathroom(s) how many? Half bath? Full bath?	1-to-1, all full baths	NA
Kitchen countertops material	Stone - Granite or quartz	NA
Flooring material	LVT	NA
HVAC	Central air & heat	NA
Other		The second secon

### **Building B**

Building B	Market Rate Units	Afforcable Units	
Parking	NA	NA ()	
Laundry	NA .	In Unit	
Appliances		( )	
Refrigerator age/EnergyStar/make/model/color	NA	Energy Star by Kenmore or equivalent/Stainless, comparable to market rate	
Dishwasher age/EnergyStar/make/model/color	NA	Energy Star by Kenmore of equivalent/Stainless, comparable to market	
Stove/Oven age/EnergyStar/make/model/color	NA *	Energy Star by Kenmore or equivalent/Stainless, comparable to necket	
Microwave age/EnergyStar/make/model/color	NA =	Energy Star by Kenmore or equivalent/Stainless, comparable to market	
Bathroom(s) how many? Half bath? Full bath?	NA .	2 baths both full baths	
Kitchen countertops material	NA	Stone - Granite or quartz, comparable to market rate	
Flooring material	NA	LVT	
HVAC	NA ^	Central air & heat	
Other			

### **Building C**

	Market Rate Units	Affordable Units
Parking	0.32 Spaces/Unit Interior	NA
Laundry	In Unit .	NA
Appliances		
Refrigerator age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA
Dishwasher age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA
Stove/Oven age/EnergyStar/make/model/color	Energy Star by Kenmore or equivalent/Stainless	NA
Microwave age/EnergyStar/make/เกอะไร:/color	Energy Star by Kenmore or, equivalent/Stainless	NA .
Bathroom(s) how many? Half bath? Full bath?	2-3 Full Baths	NA
Kitchen countertops material	Strine, Granite or Quartz	NA
Flooring material	LVT Ox	NA .
HVAC	Central Air/Cleat	NA .
Other	0_	

### HRT Type 1

	Market Rate Units	Affordable Units	
Parking	NA	spaces / Unit Interior Detached	
Laundry	NA	In Uni.	
Appliances			
Refrigerator age/EnergyStar/make/model/color	NA	Energy Star by Konmore/Stainless, comparable to market rate	
Dishwasher age/EnergyStar/make/model/color	NA	Energy Star by Kenn ore/Stainless, comparable to market ate	
Stove/Oven age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/St in less, comparable to market rate	
Microwave age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless comparable to market rate	
Bathroom(s) how many? Half bath? Full bath?	NA	2.5, 2 full baths, 1 half bath	
Kitchen countertops material	NA	Quartz, comparable to market rate	
Flooring material	NA	LVT	
HVAC	NA STATE OF THE ST	Central air & heat	
Other			

### HRT Type 2

-	Market Rate Units	Affordable Units
Parking	NA .	1 spaces / Unit Interior Detached

0.325397

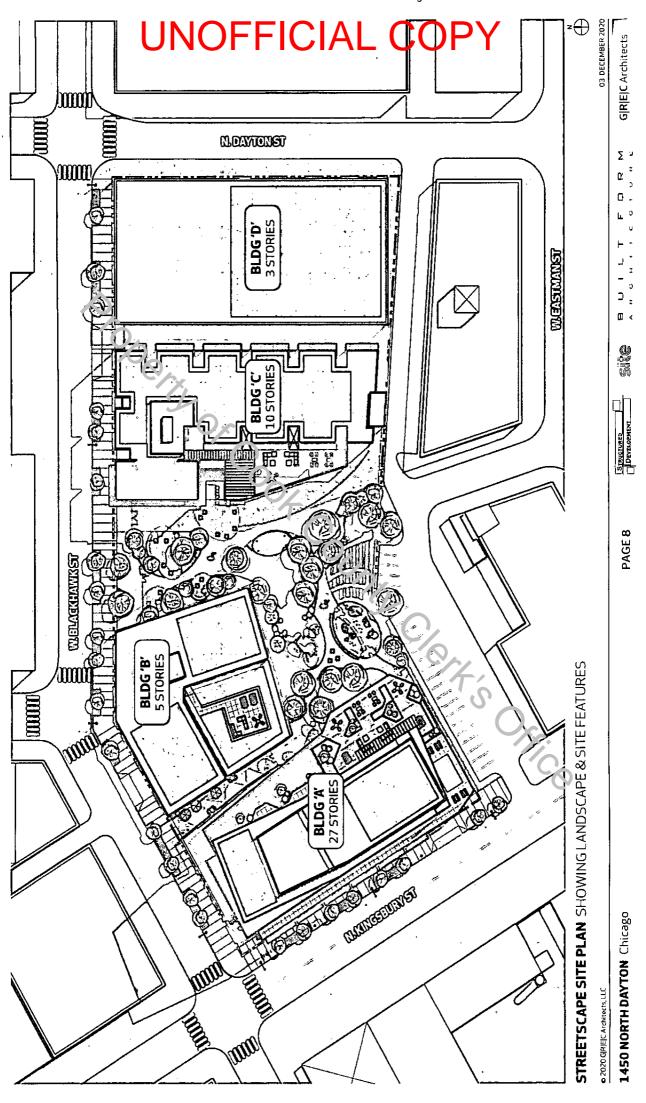
Laundry	NA.	In Unit
Appliances .	The second secon	A Santana and Asia
Refrigerator age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless, comparable to market rate
Dishwasher age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless, comparable to market rate
Stove/Oven age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless, comparable to market rate
Microwave age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless, comparable to market rate
Bathroom(s) how many? Half bath? Full bath?	NA	2.5, 2 full baths, 1 half bath
Kitchen countertops material	NA	Quartz, comparable to market rate
Flooring material	NA	LVT
HVAC	N. J. C.	Central air & heat
Other		The state of the s

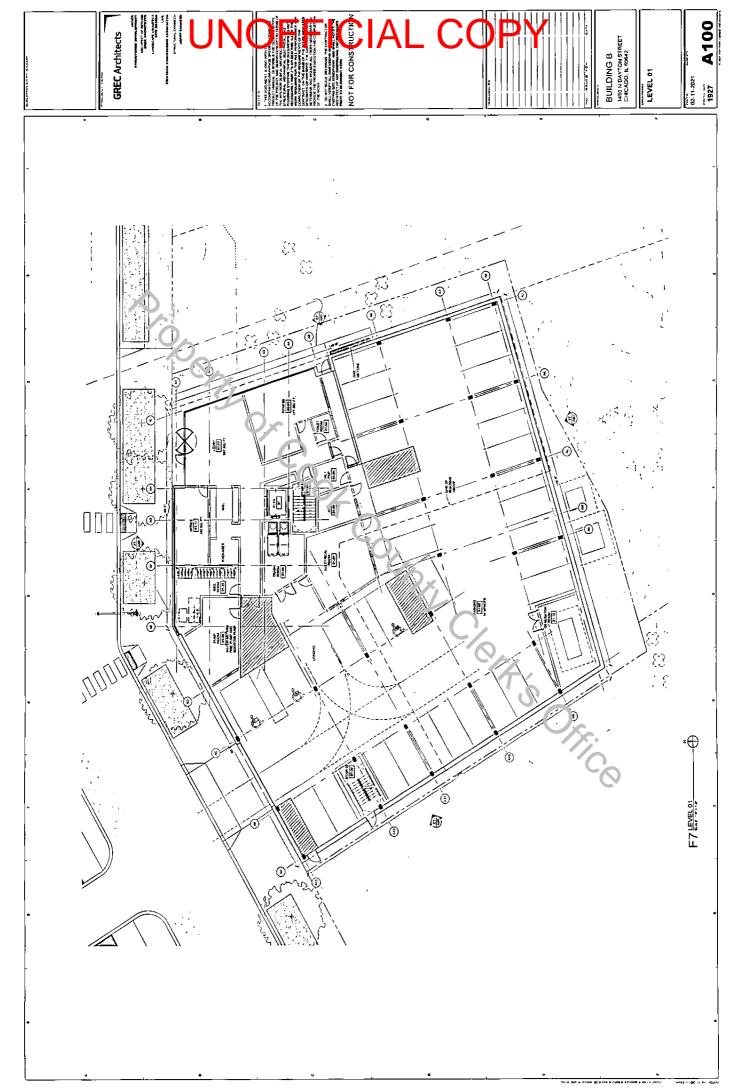
### HRT Type C

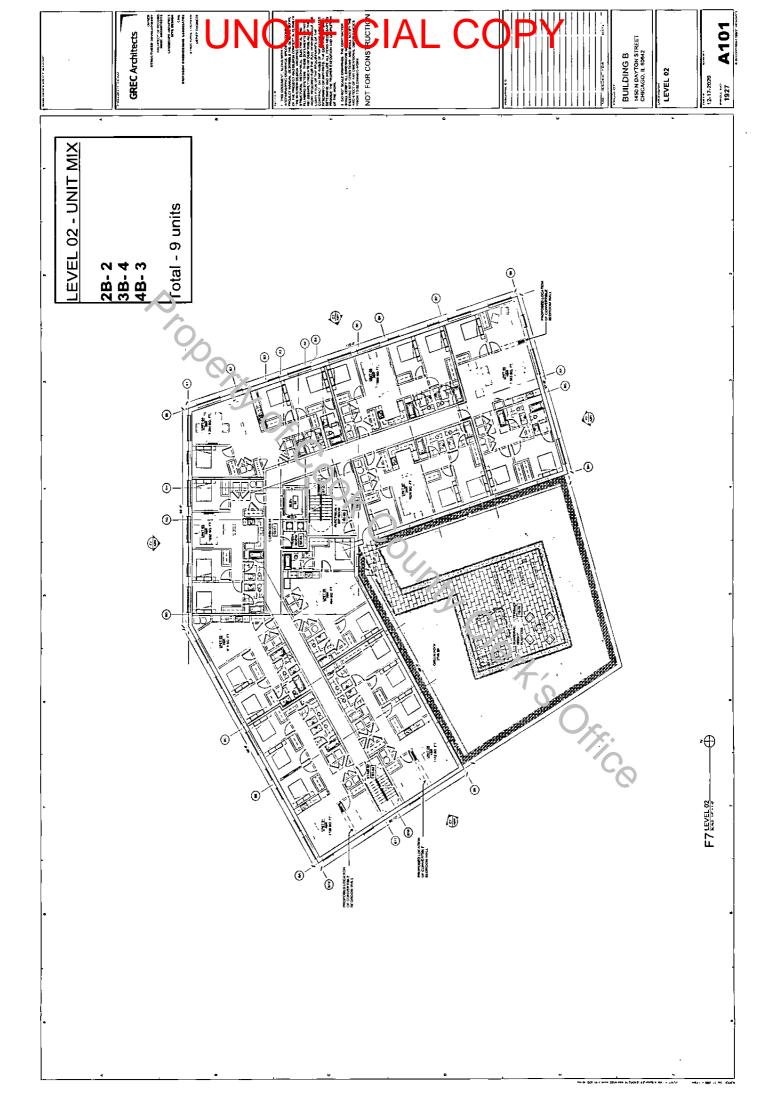
	Market Rate Units	Affordable Units
Parking	NA .	1 spaces / Unit - Exterior Detached
Laundry	NA	In Unit
Appliances		
Refrigerator age/EnergyStar/make/model/color	NA	Line gy Star by Kenmore/Stainless, comparable to market rate
Dishwasher age/EnergyStar/make/model/color	NA	Energy Star by Kenmore/Stainless, comparable to market rate
Stove/Oven age/EnergyStar/make/model/color	NA	Energy Star Ly Ker more/Stainless, comparable to min'et rate
Microwave age/EnergyStar/make/model/color	NA	Energy Star by Kennior (Stainless, comparable to market rate
Bathroom(s) how many? Half bath? Full bath?	NA	1.5 Baths, 1 full bath, 1 half bath
Kitchen countertops material	NA	Quartz, comparable to market rate
Flooring material	NA	LVT
HVAC	NA Taring the same of the same	Central air & heat
Other		

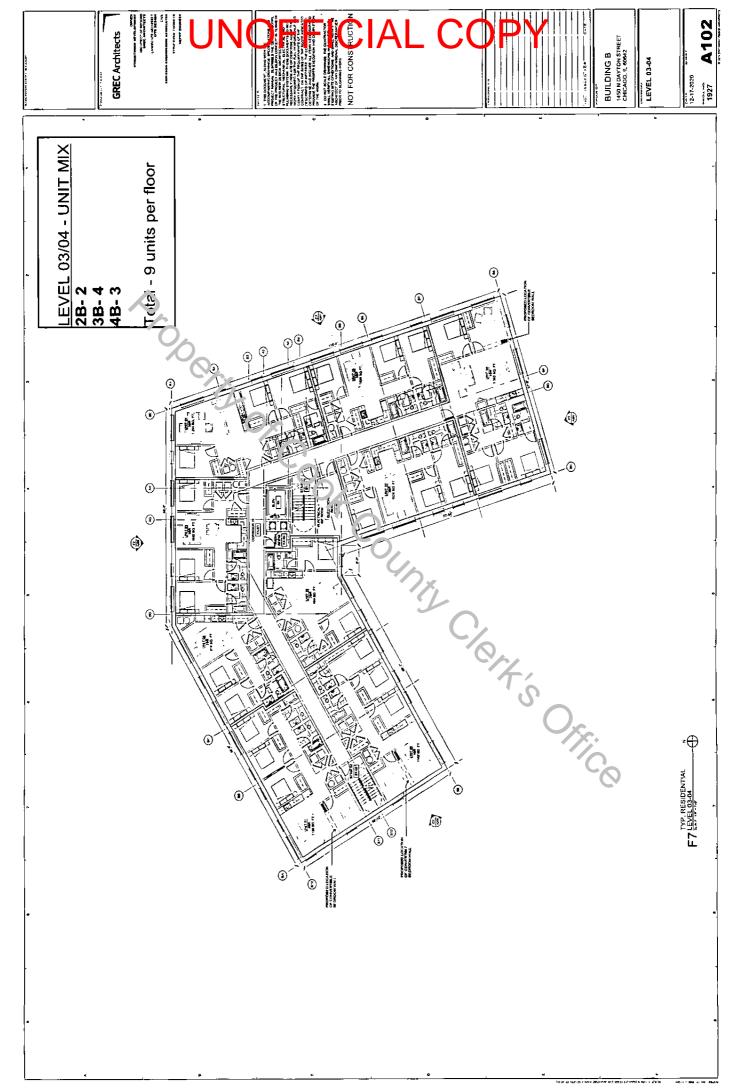
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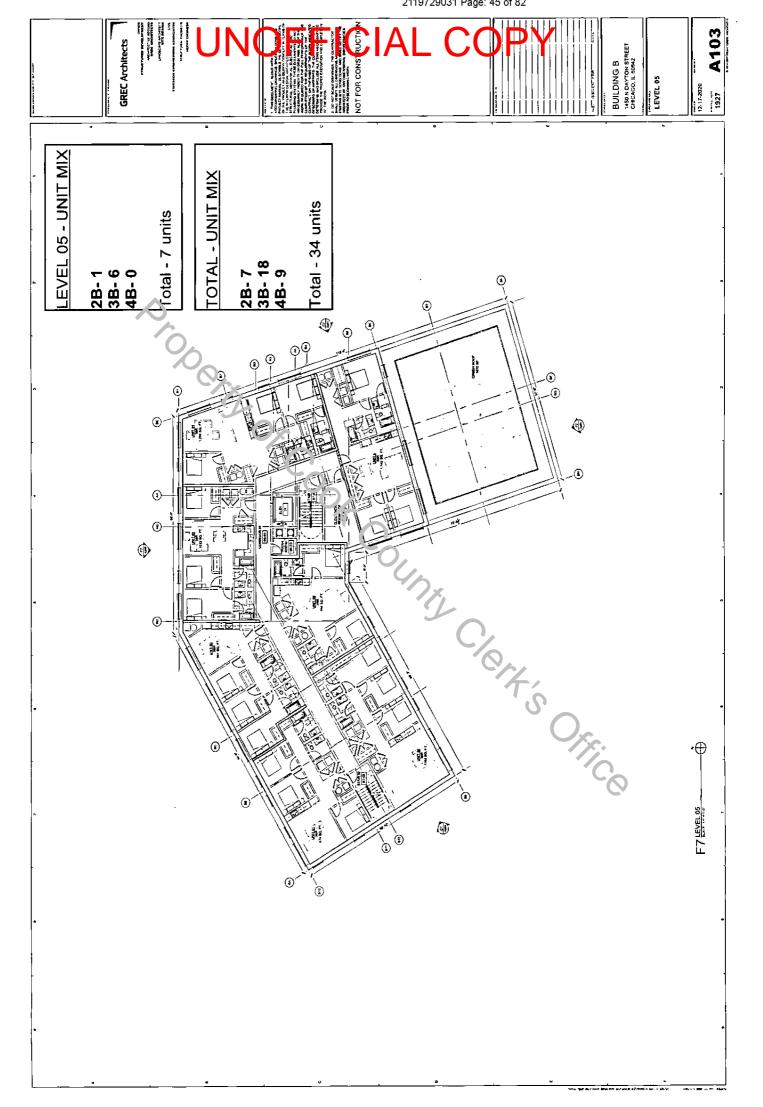
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03 DECEMBER 2020

G|R|E|C Architects

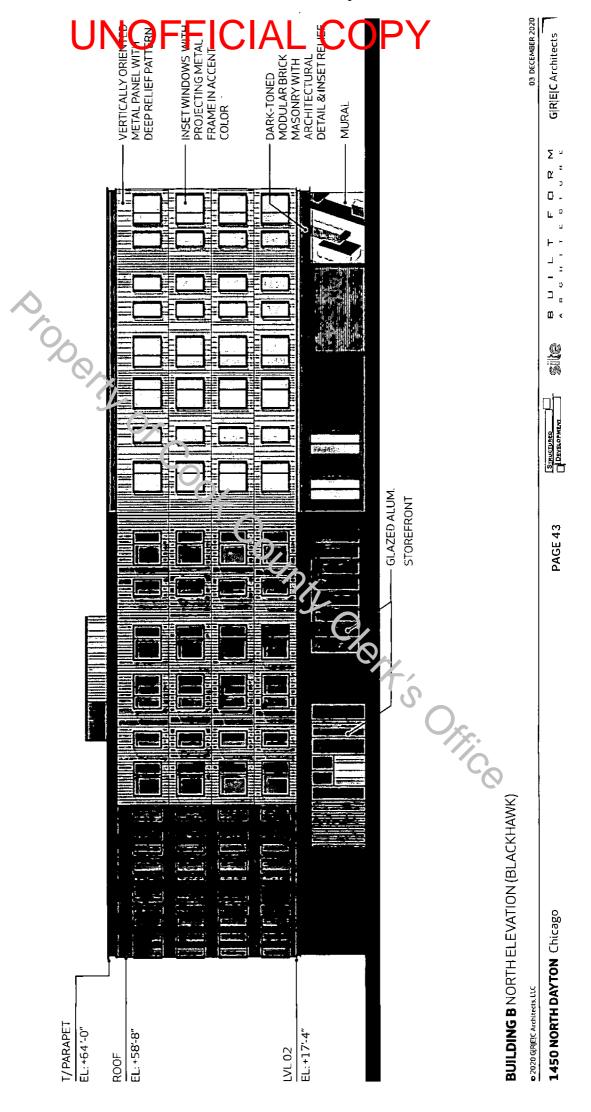
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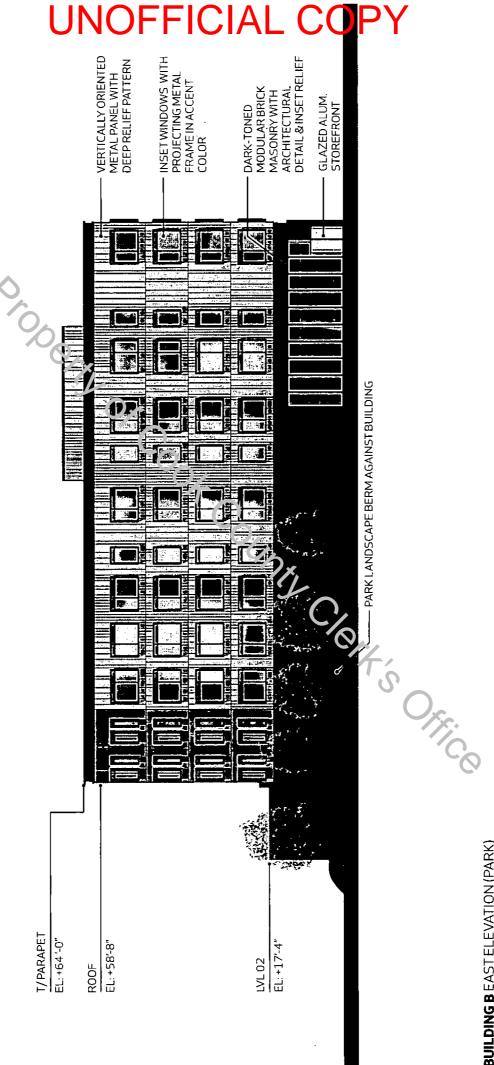
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STRUCTURED DEVELOPMENT

PAGE 43





**BUILDING B** EAST ELEVATION (PARK)

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03 DECEMBER 2020

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PAGE 44

1450 NORTH DAYTON Chicago

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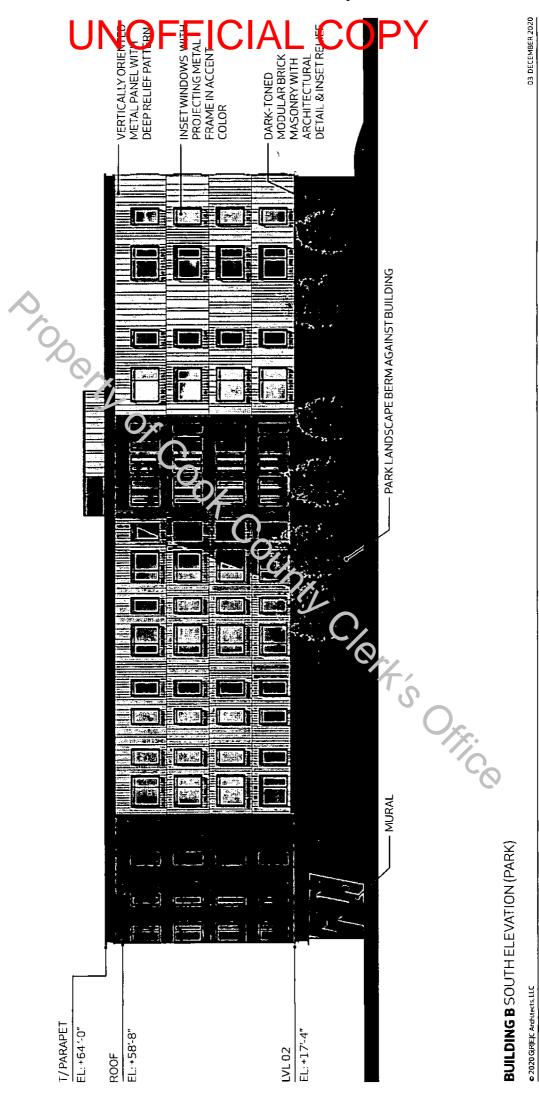
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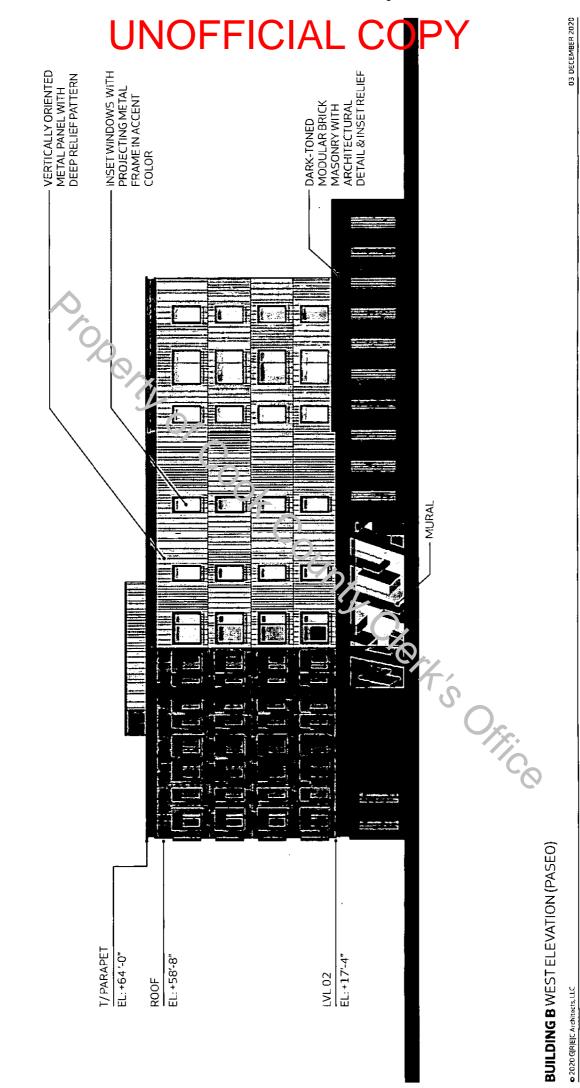
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1450 NORTH DAYTON Chicago



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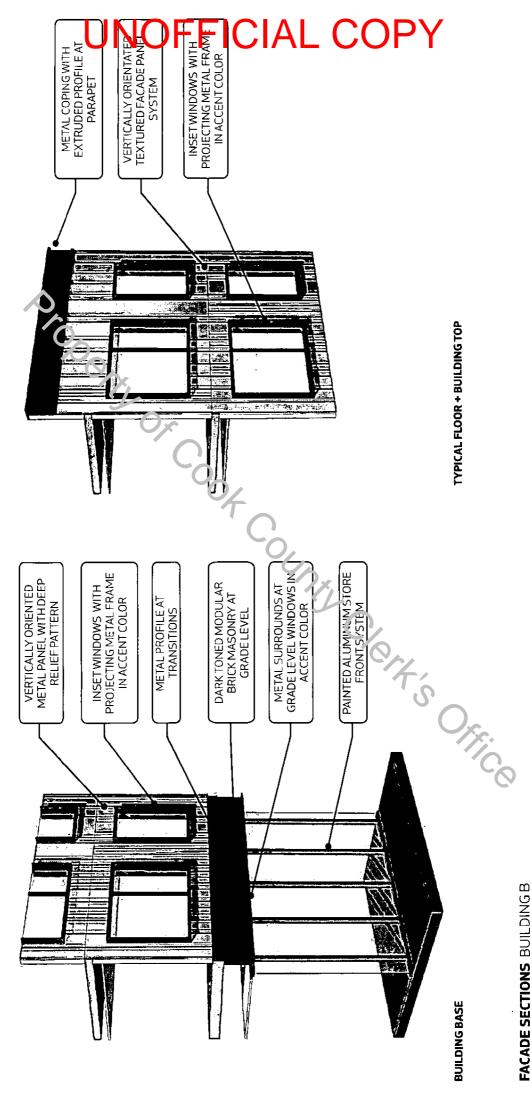
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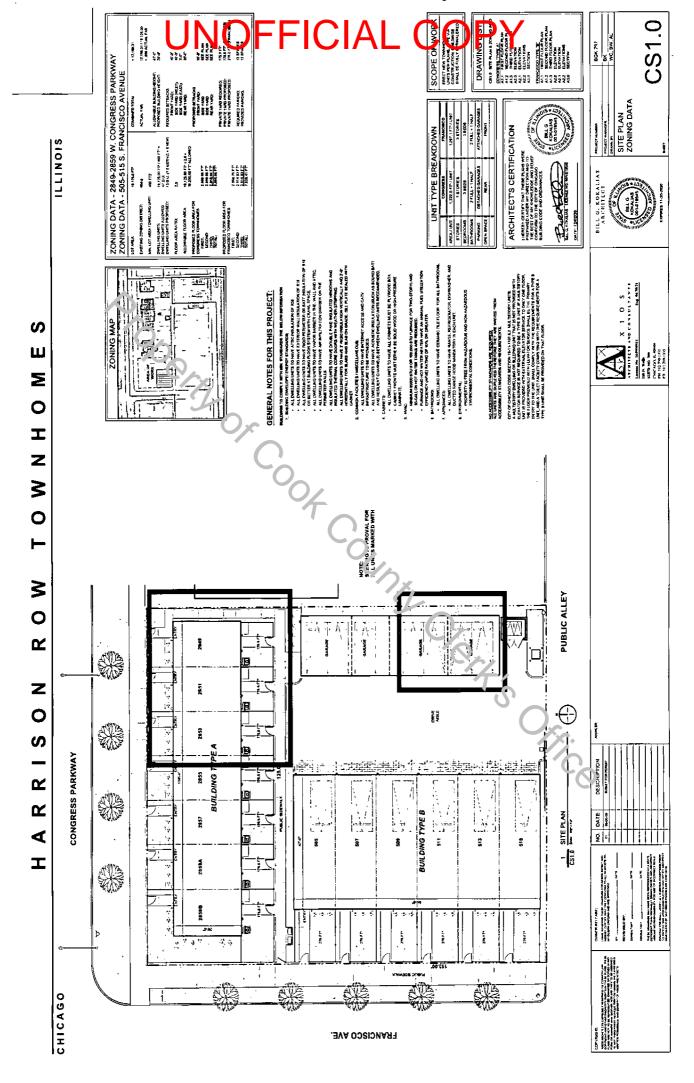
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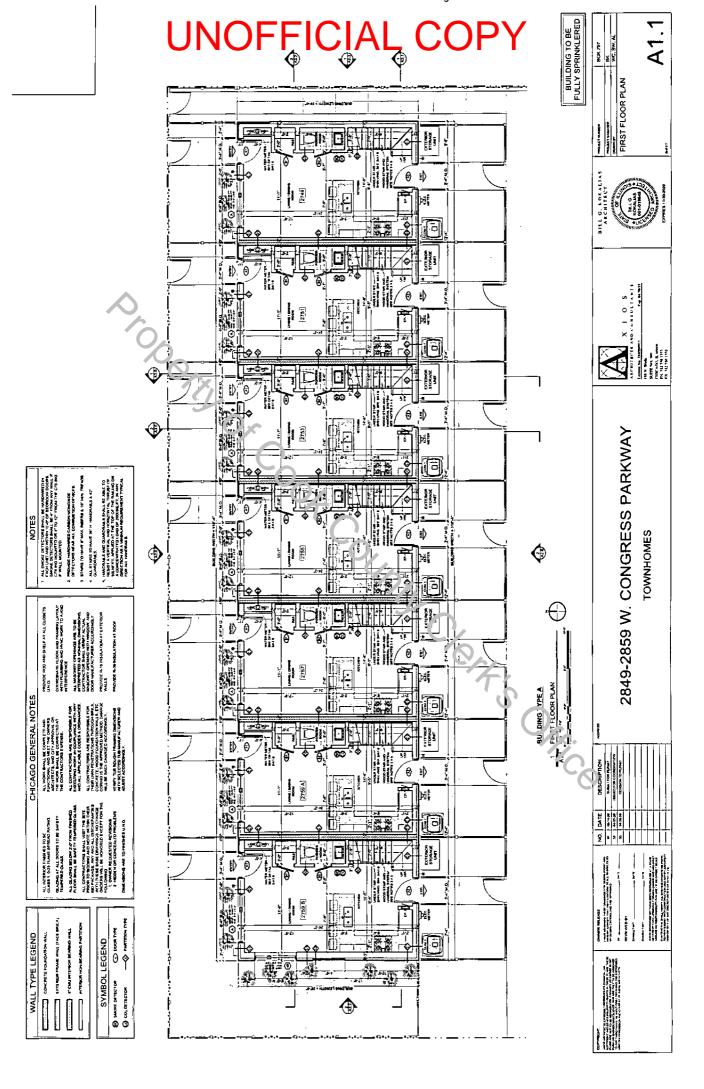
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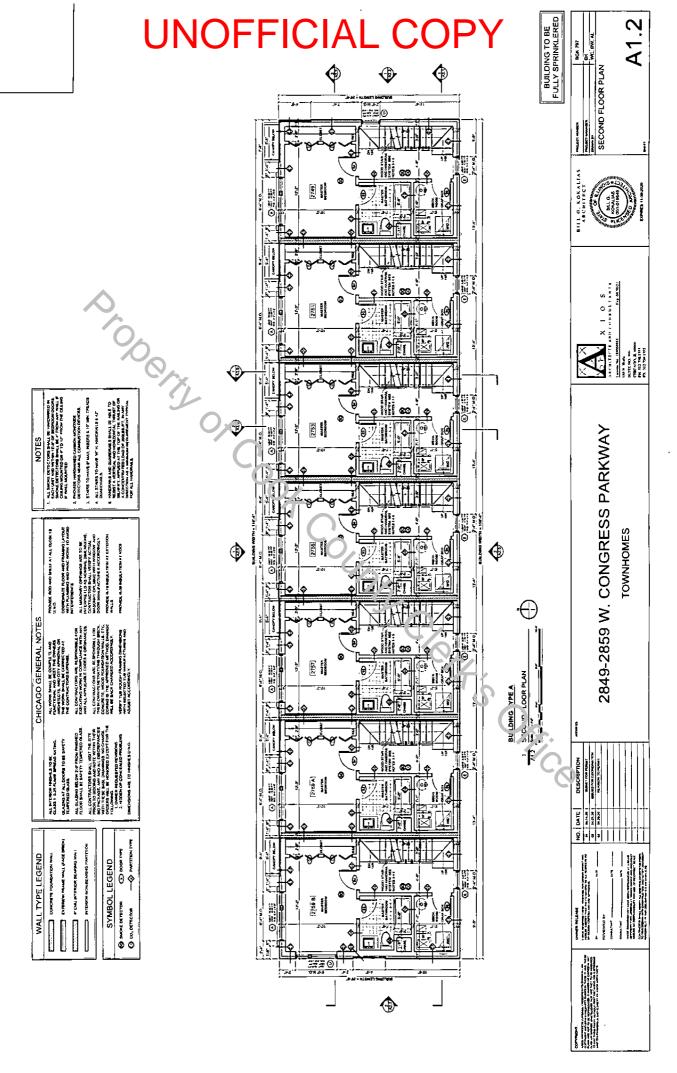
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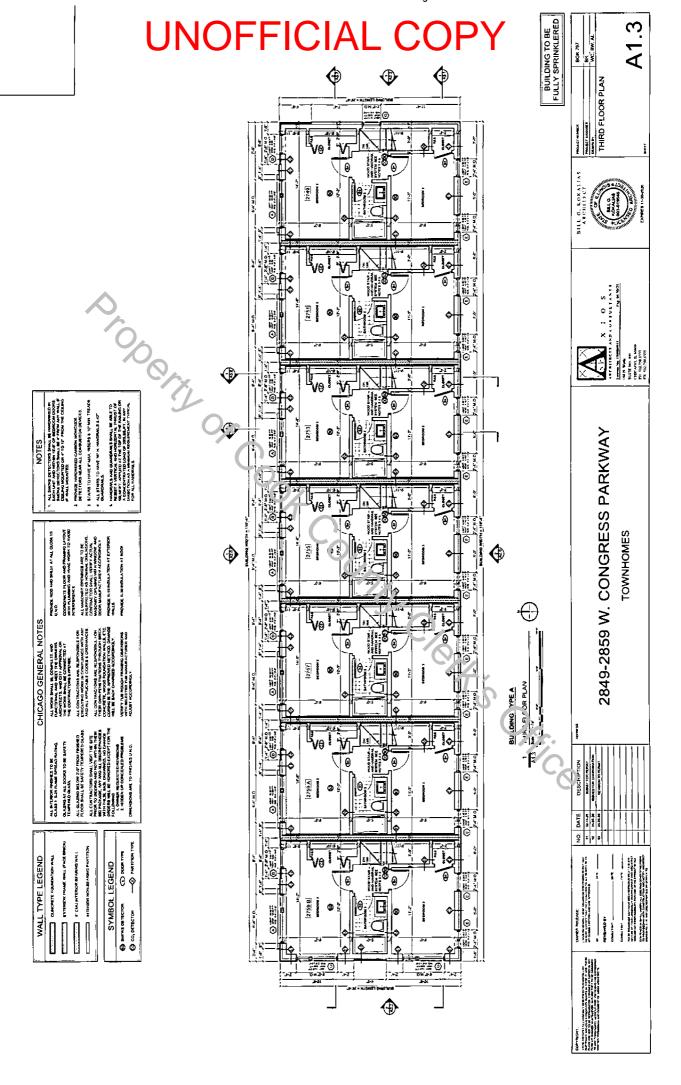
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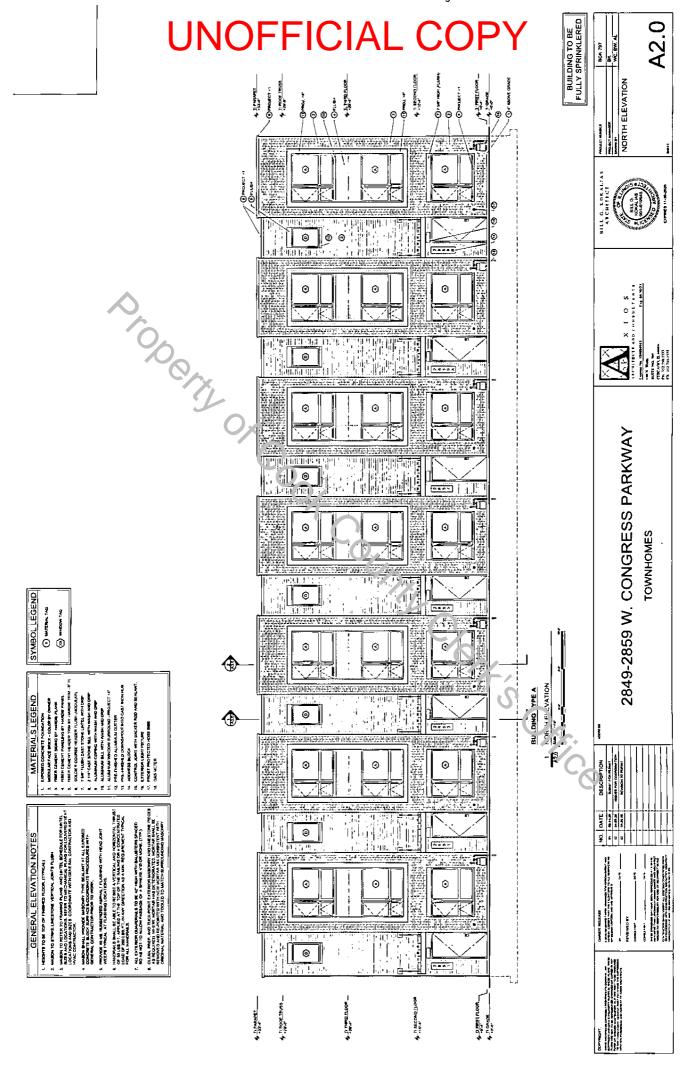


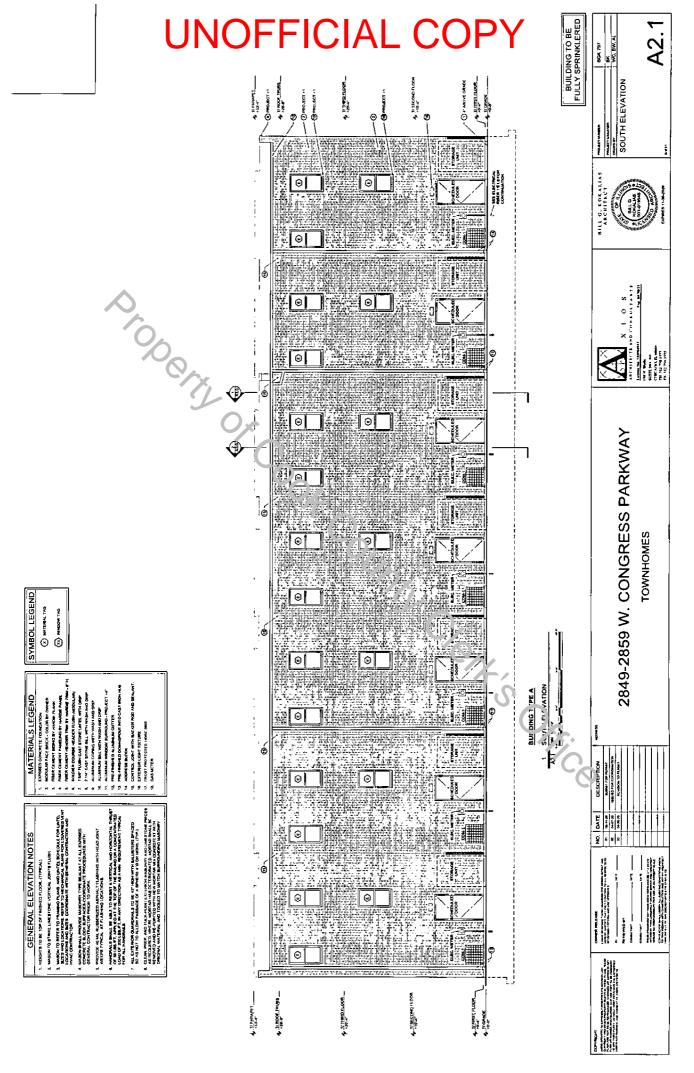


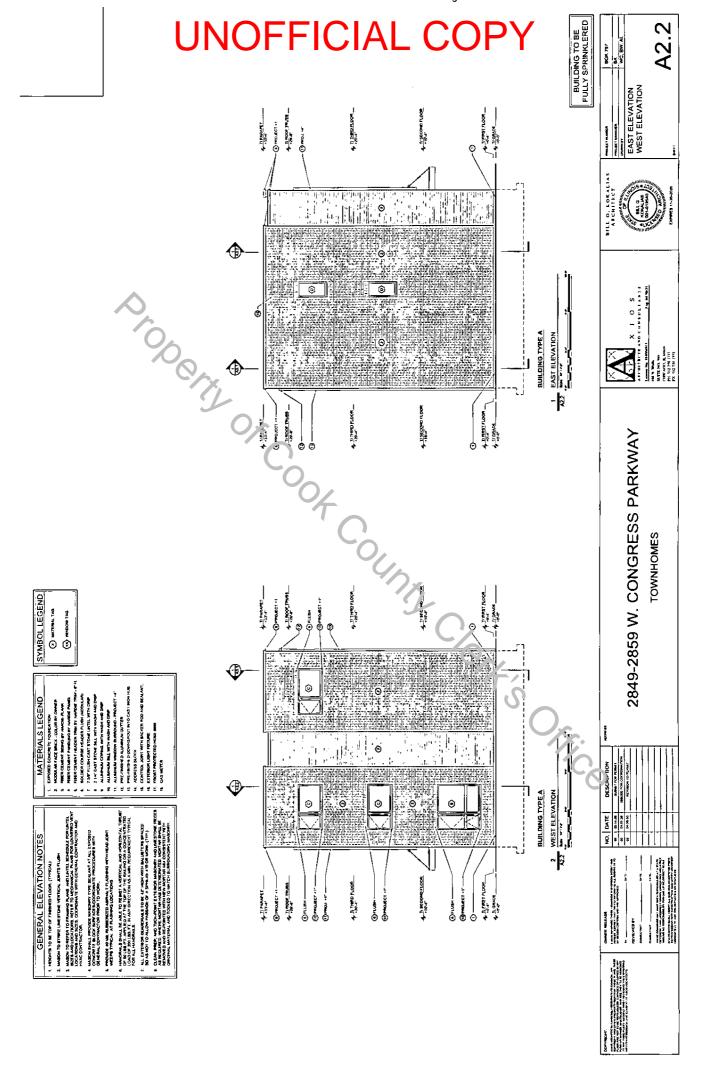






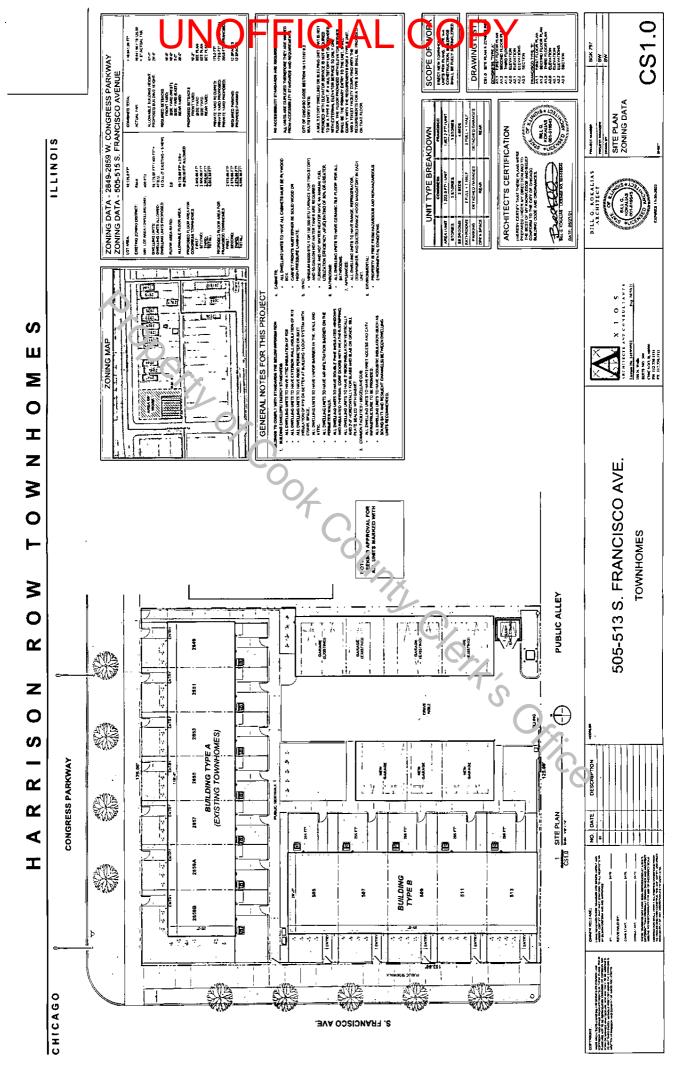


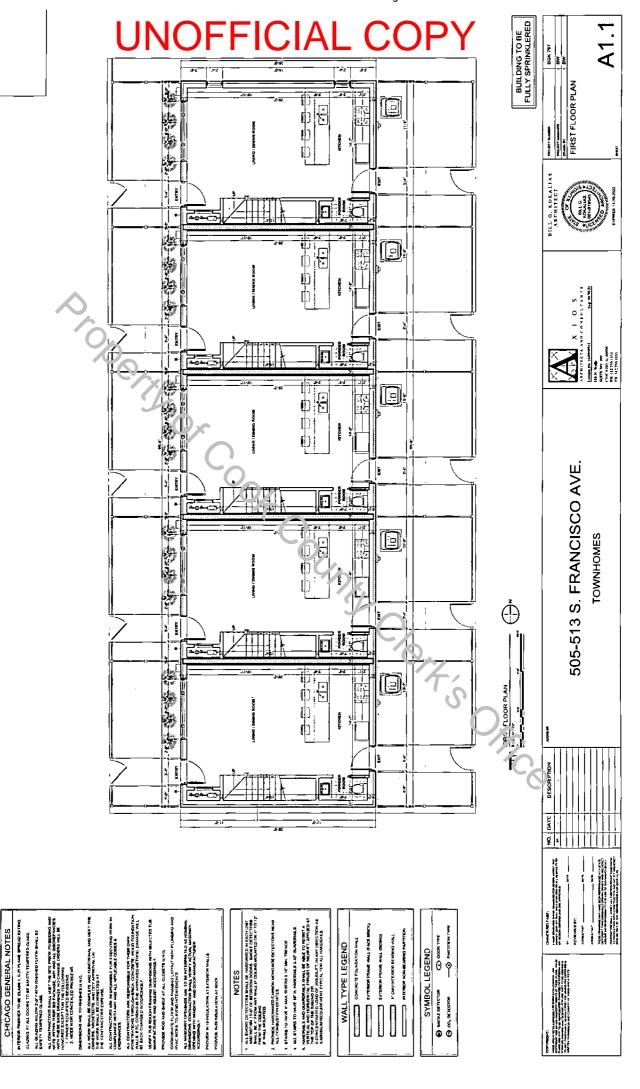




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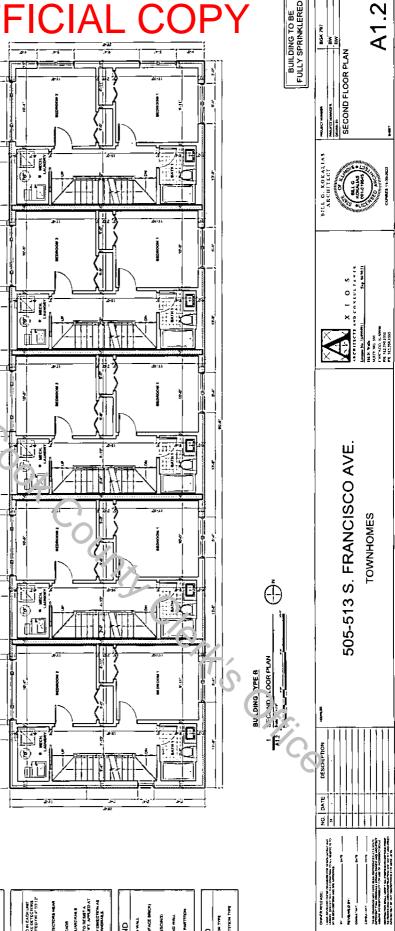
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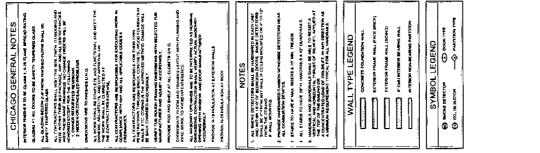


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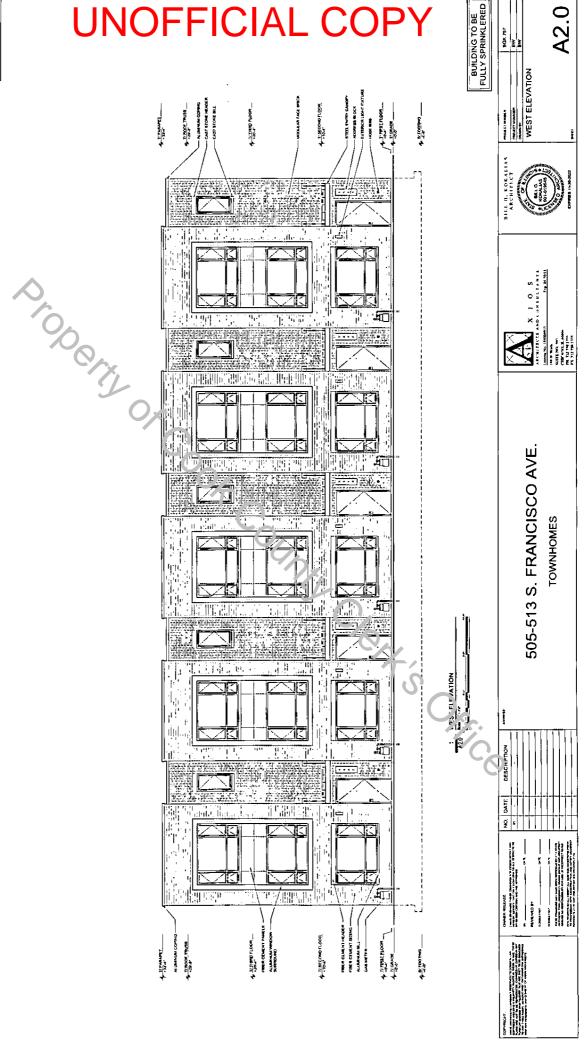
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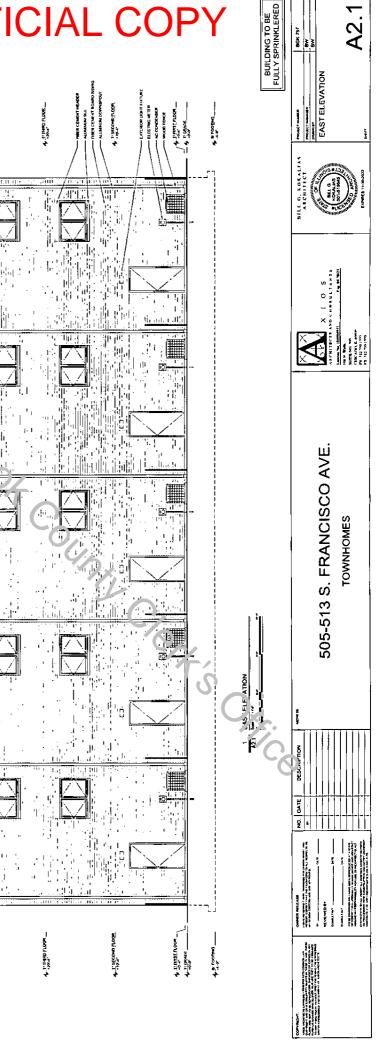


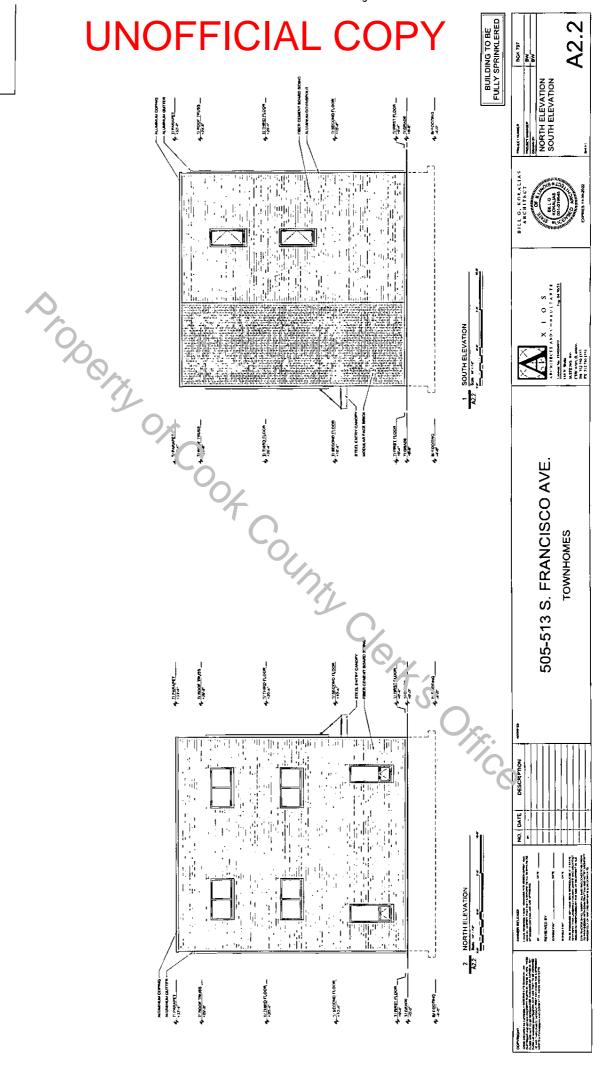
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320 W. OHIO STREET, SUITE 3W CHICAGO, ILLINOIS 60654

P 312.898.1493 E INFORELLIPSISARCH.COM

## **ARO SUBMITTAL:**



### REVISIONS 97 JUNE 2021

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COOK COUNTY CLERY OFFICE RECORDING DIVISION
118 N. CLARK ST. ROOM 125 CHICAGO, IL 60602-1387

2828-2856 W HARRISON DUPLEXES

2828-2856 W. HARRISON CHICAGO, ILLINOIS 60612

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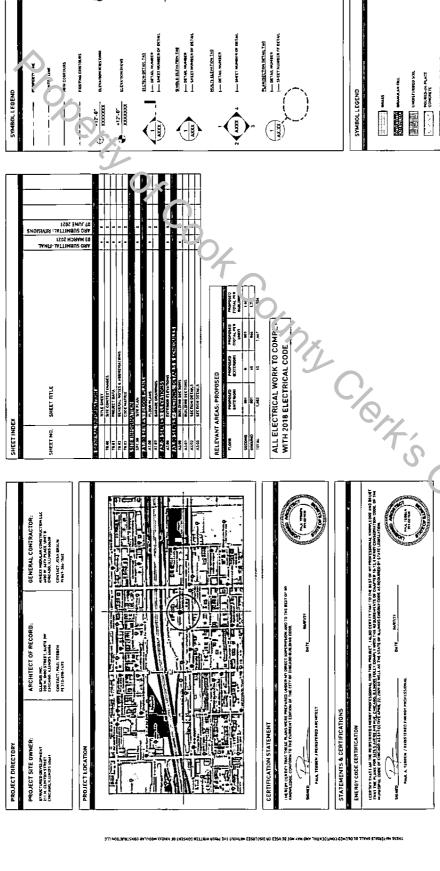
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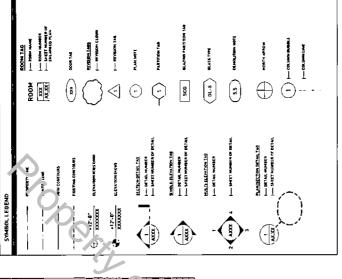
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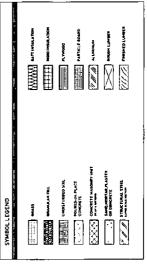
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# GENERAL NOTES & ABBREVIATIONS

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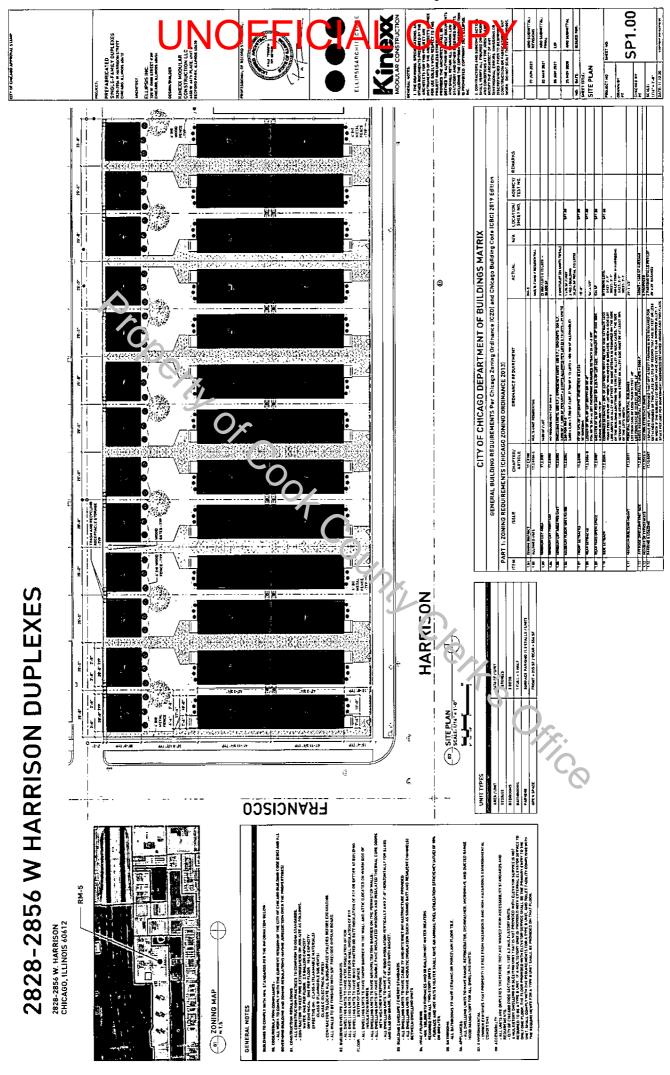
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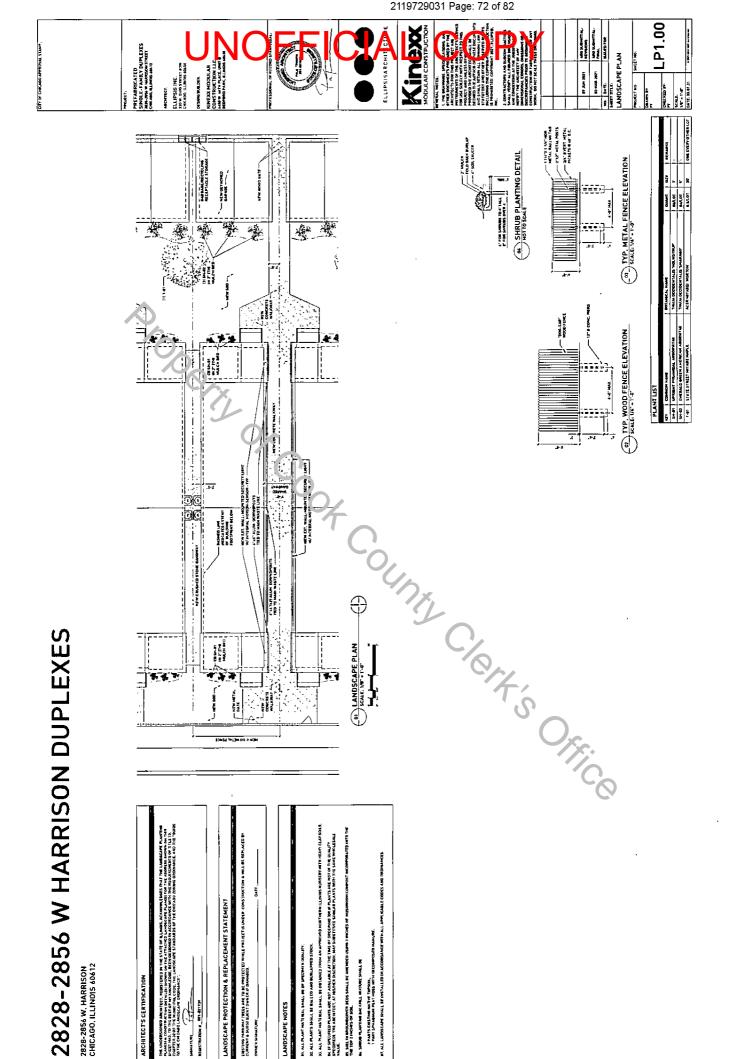
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# CITY OF CHICAGO DEPARTMENT OF CONSTRUCTION & PERMITS MATRIX

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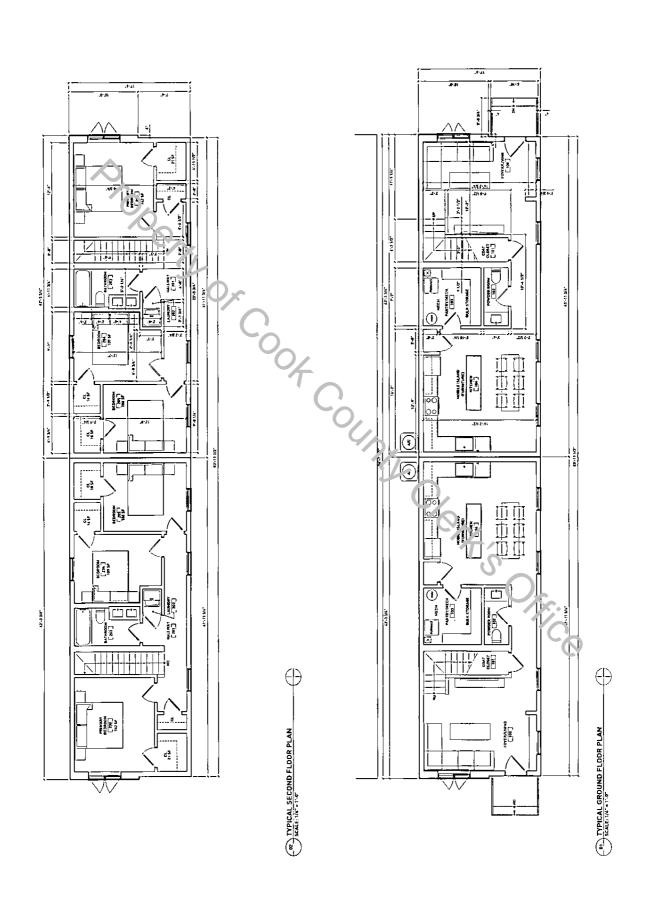
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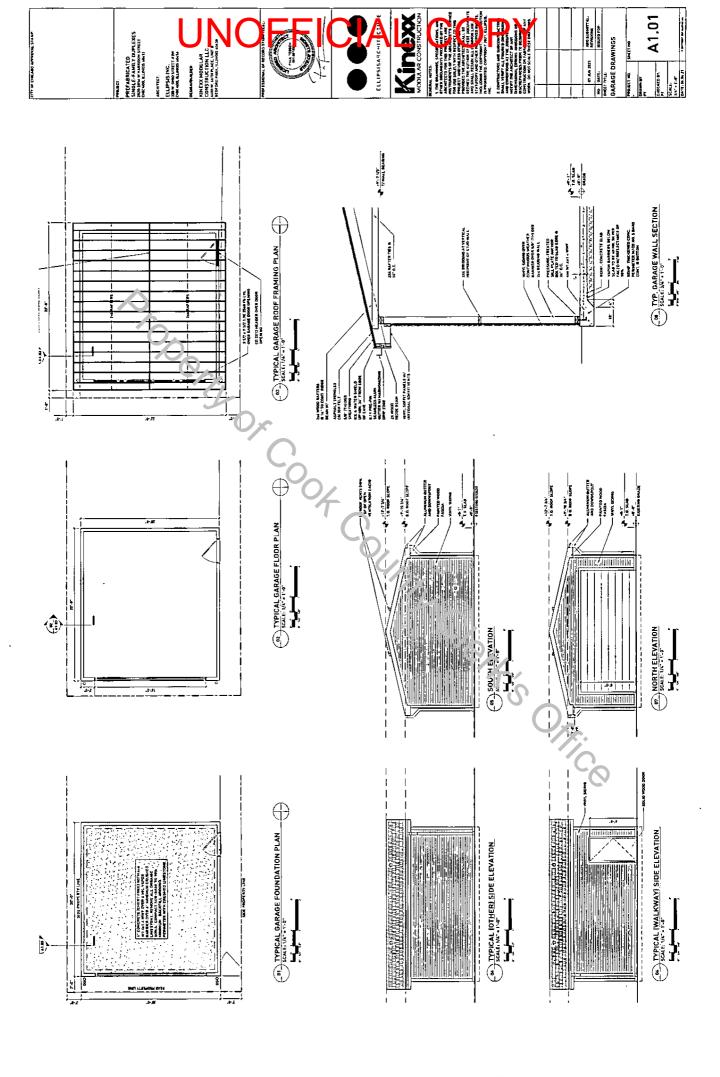


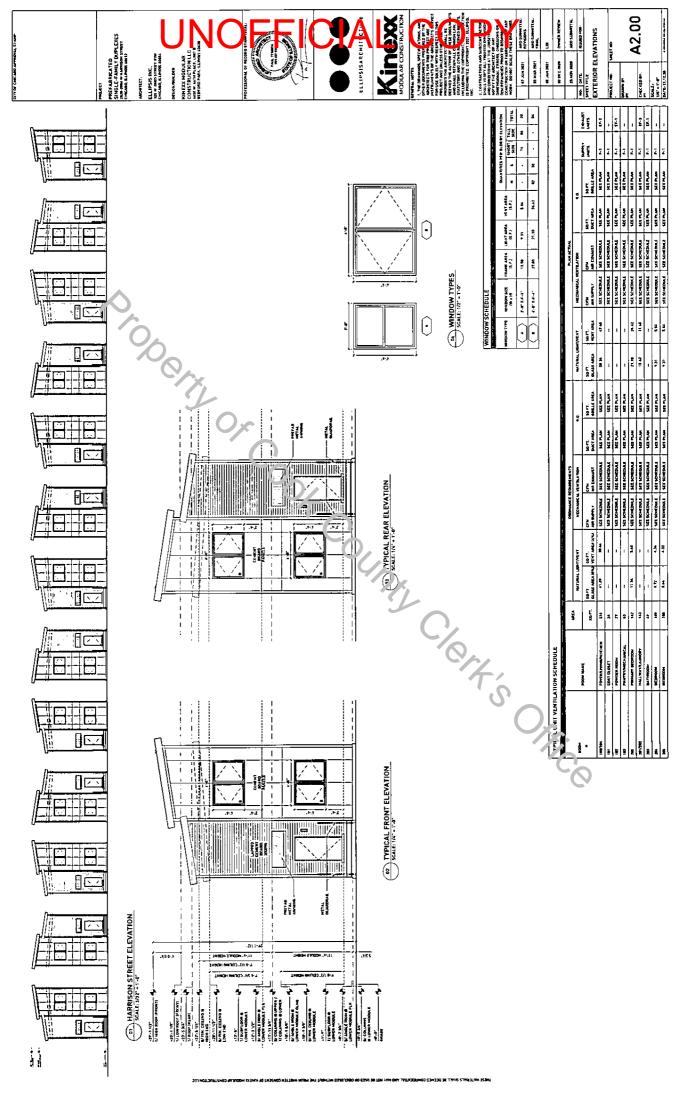


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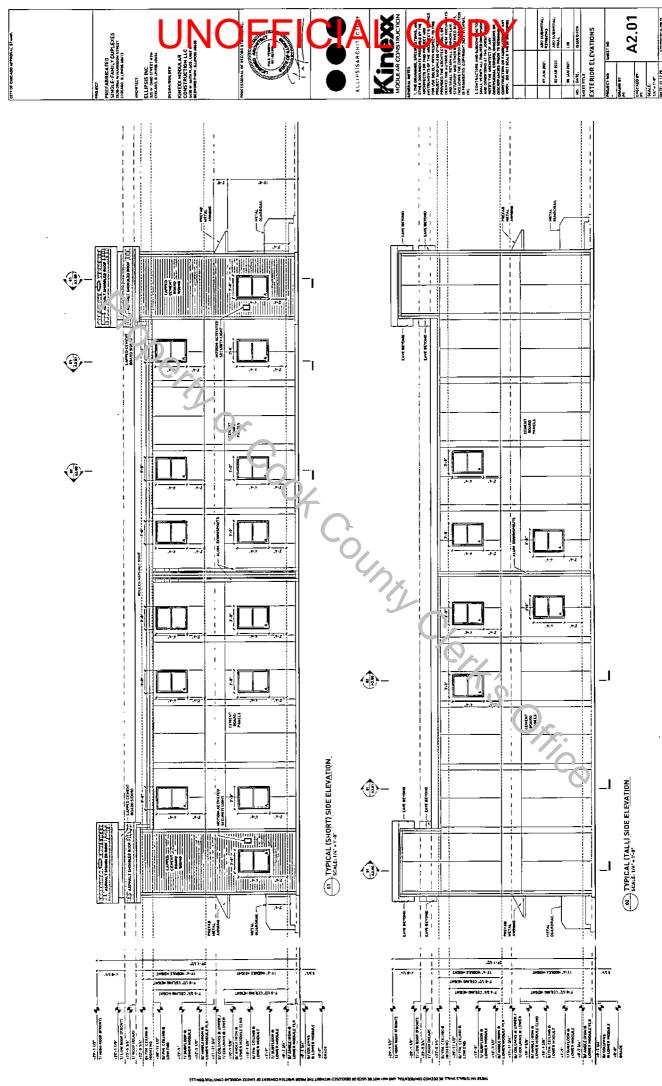


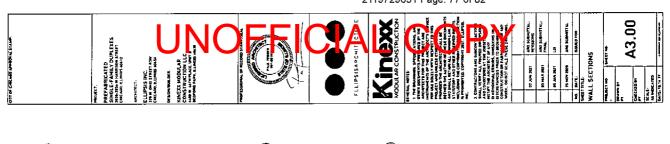


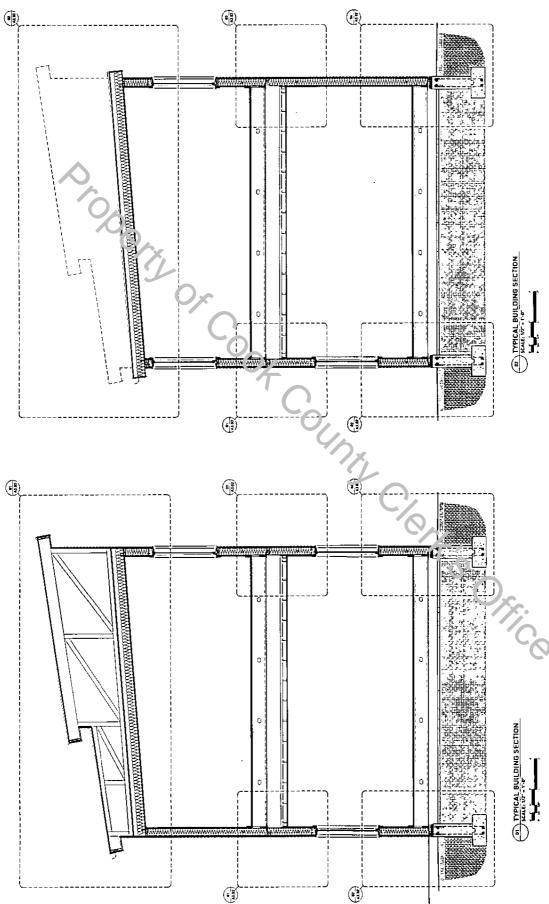




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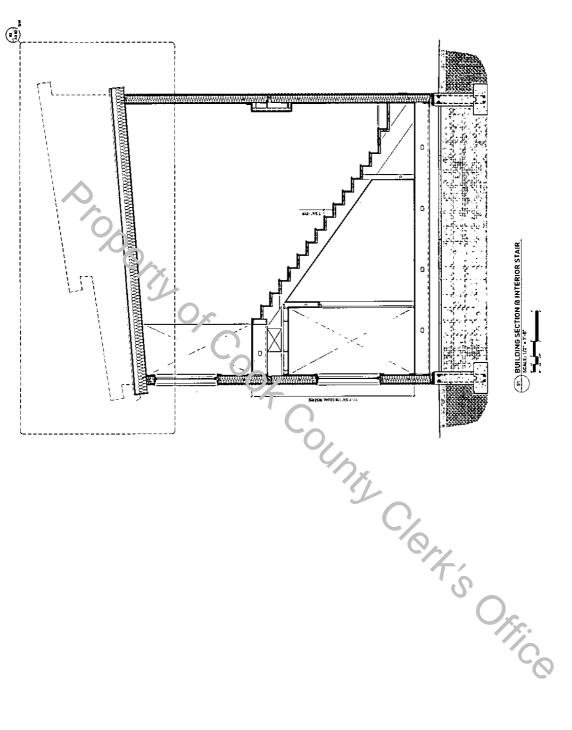


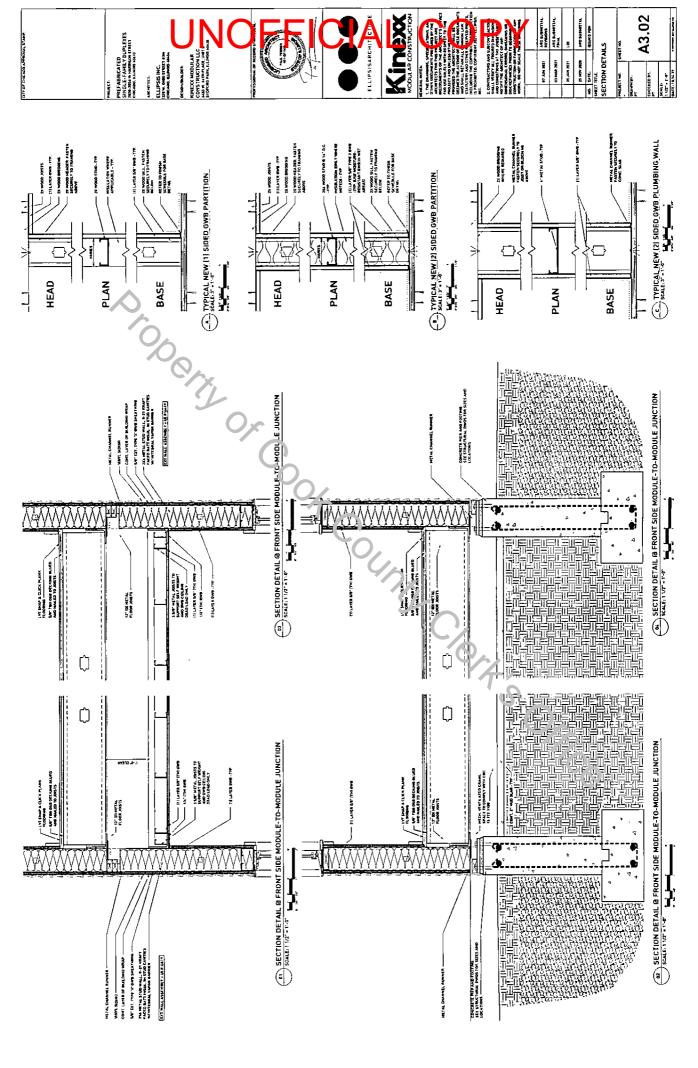


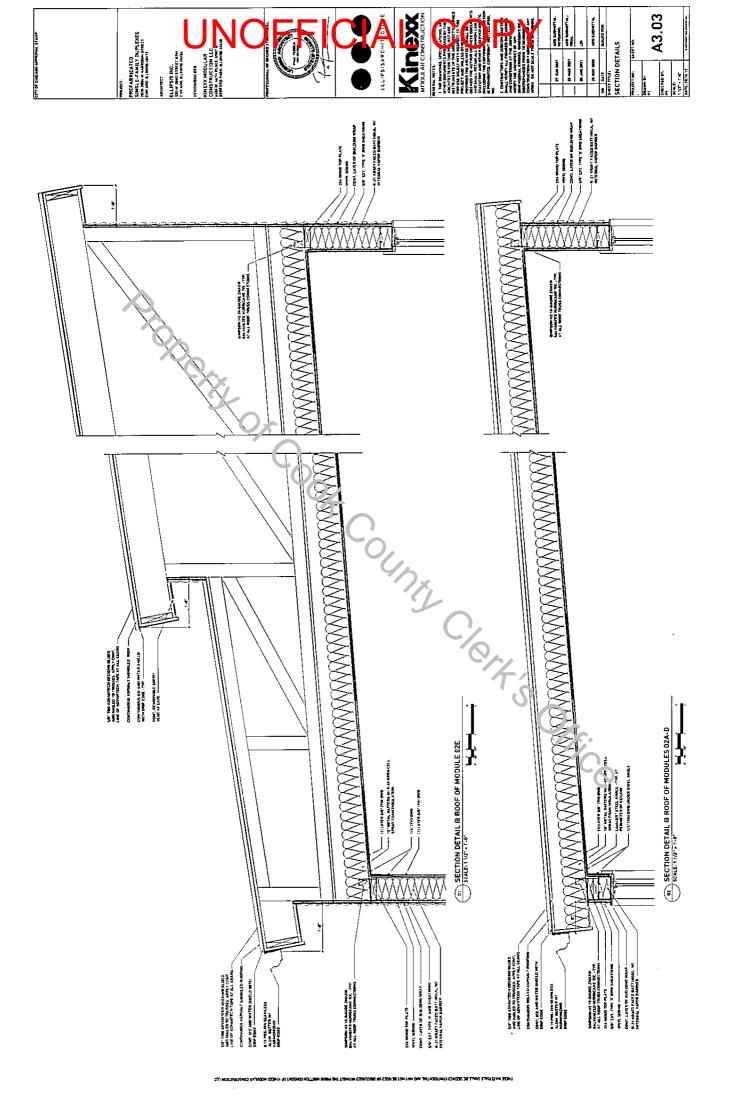


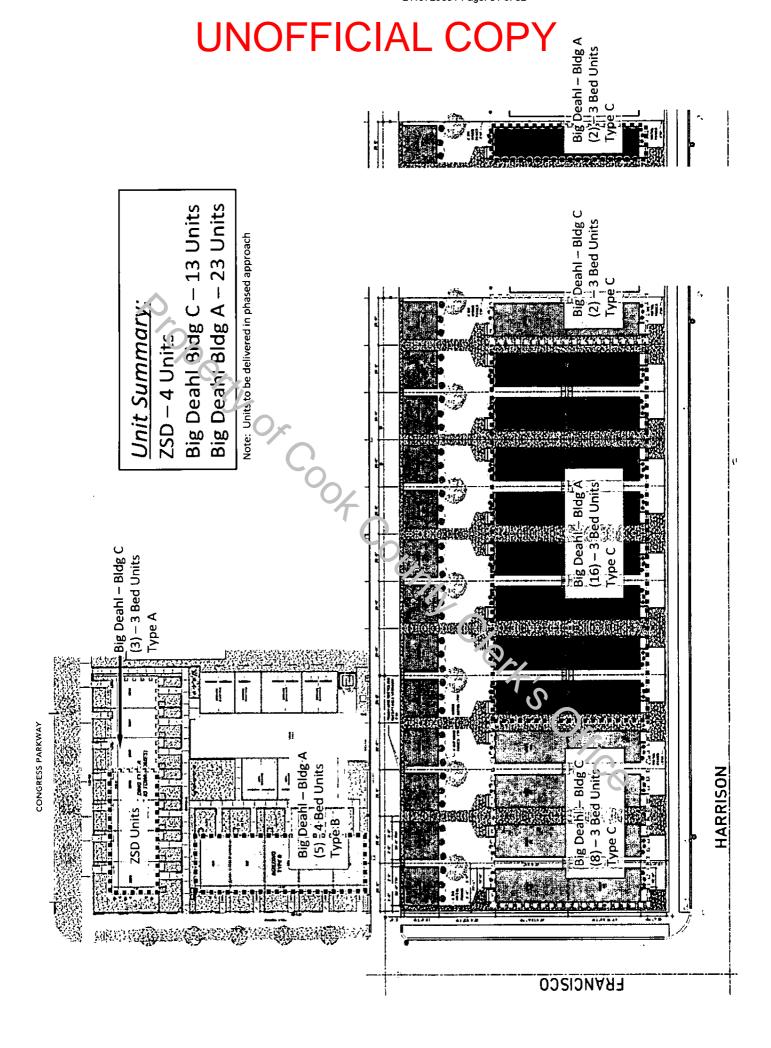
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### **EXHIBIT D**

### **ARO MATRIX**

ARO Project	Triggering Property Obligation		
Bldg B	Bldg C	Bidg A	Total
studio	C	Ō	(
one-bed	0	0	
two-bad	1	6	7
three-bed	3	15	18
four-bed	9		9
וביםו	13	21	34

ARJ Project	Triggering Property Obligation		
หิลร	Bldg C	Bidg A	Total
o butt			
one-ben			
two-bad	A.,		
three-bad	13	18	31.00
faur-bed		5	5 00
احثوه	13	23	16
Total	261	AA	70

### Building B - 869 W Blackhawk

	Unit Type	Unit#	Area (%F)	Accessible	Floor	Triggering Property	Price Not To Exceed
1	2 Bedroom	202	8.6	vas	2	Bidg C - B53 W Blackhawk	\$285.134.00
2	2 Bedraem	208	837		2	Bide A - 1465 N Knosbury	\$285,134 00
<u> </u>	2 Bedroom	302	816	no	+-	Bidg A - 1465 N Kingsbury	\$285,134,00
-	2 Bedroom	308	894	10	1 1	Bida A - 1465 N Knasbury	\$285,134.00
5	2 Bedroom	402	816	70		Bida A - 1465 N Knashury	\$285,134,00
-	2 Bedroom	408	894		1 7	Bidg A - 1465 N Kingsbury	\$285,134.00
7	2 Bedroom	508	894	no	5	Bidg A - 1465 N Kngsbury	\$285 134 00
В	3 Bedroom	203	1,032	no	2	Bidg A - 1465 H Kingsbury	\$333 734 80
9	3 Bedroom	204	1,204	yes		Bidg A - 1465 N Kingsbury	5333,734 00
10	3 Bedroom	205	1,028	no	15.75	Sida A - 1465 N Kingsbury	\$333,734 00
11	3 Bedroom	207	1,028	no		Clds A - 1465 N Knasbury	\$333 724 00
12	1 Bedroom	303	1,032	703	1	Bld 4 . 1465 H Kingsbury	\$333,734.00
13	3 Bedmem	304	1.204	no	3	EW. C . 853 W Blackhank	\$333,734.00
14	3 Bedroom	305	1,204	no	1.3	Bidg A . 1465 N Kngsbury	\$333,734 00
15	3 Bedroom	307	1,028	'y 2 S	1	Bidg A - 146" " Cingsbury	\$333 734 00
16	3 Bedroom	403	1,032	yes	1	Bidg C - 853 A P. schaak	\$333,734 00
17	3 Bodroom	104	1,204	nο	4	Bldg A - 1465 N Kingsbury	\$333 734 00
18	3 Bedraom	105	1.204	701	4	Blog A - 1465 N K 1050	\$333 734 00
19	J Bedmom	407	1,028	no	4	Bldg A - 1465 N Kingsou.	\$333.734.00
20	3 Bedroom	501	974	no .	5	Bldg C - 853 W Blackhamk	\$333 734 00
21	3 Bedroom	502	981	no .	5	Bldg A - 1465 N Kingsbury	\$333,734,00
22	3 Bedroom	503	1,032	, no	5	Bldg A - 1465 N Kingsbury	\$333 734 00
23	1 Bedraom	504	1.204	ΛO	5	Bldg A - 1465 N Kingsbury	\$333,734.00
24	3 Bedroom	505	1,142	701	5	Bldg A - 1465 N Kingsbury	\$333 734 00
25	3 Bedroom	507	1,162	yes	5	Bldg A + 1465 N Kingsbury	\$333,734 00
26	4 Bedraom	201	1,139	no	2	Bidg C - 853 W Blackhamb	\$374 696 00
27	4 Betmom	206	1,363	yas	2	Bidg C • 851 W Blackhank	\$374 696 00
28	4 Bedroom	209	1,102	na	2	Bidg C - 853 W Blackhaek	\$374 696 00
29	4 Bedraom	301	1,139	Λo	3	Bidg C - 853 W Blackhaak	\$374 696 00
30	4 Bedraom	306	1,363	no	3	Bidg C - 853 W Blackbank	\$374 696 00
31	4 Bedroom	309	1,162	705	1	Bldg C - 853 W Blackhamk	\$374 696 00
32	4 Bedroom	401	1,139	no	4	Bidg C - 853 W Blackhauk	\$374 596 00
33	4 Bedroom	405	1,363	yes	4	Bidg C - 853 W Blackhawk	5374 696 00
34	4 Bedroom	409	1,162	nó	4	Bidg C - 853 W Blackhawk	\$374 696 00