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Doc# 2303829090 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/07/2023 03:28 PM PG: 1 OF 28

**This instrument was prepared by:
and after recording, should be returned to:**

**Cherie Strong
Senior Assistant General Counsel
Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
41070244 (110F25)**

CHA ASSET MANAGEMENT FEE AGREEMENT

BETWEEN

CHICAGO HOUSING AUTHORITY

AND

GAINES HOUSING DEVELOPMENT LLC

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CHA ASSET MANAGEMENT FEE AGREEMENT

THIS CHA ASSET MANAGEMENT FEE AGREEMENT (this “**Agreement**”), dated and effective as of February 7, 2023, is made by and between **Chicago Housing Authority**, an Illinois municipal corporation (the “**Authority**”), and **Gaines Housing Development LLC**, an Illinois limited liability company (the “**Owner**”).

RECITALS

A. The Authority has a fee simple interest in that certain parcel of real property described in Exhibit A attached hereto (the “**Land**”), located in the City of Chicago, Cook County, Illinois (the “**City**”). The Authority has ground leased the Land to the Owner.

B. The Owner agrees to rehabilitate a multi-family residential rental development consisting of one hundred fifty (150) residential housing units (the “**Rental Units**”) in One (1) residential building known as Irene McCoy Gaines Apartments (the “**Development**”).

C. The Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011; 42 U.S.C. 1437f(o)(13)) (as heretofore or hereafter amended, the “**RAD Act**”), authorized the Rental Assistance Demonstration (“**RAD**”) program (the “**RAD Program**”), which provides for RAD projects to receive project-based voucher (“**PBV**”) assistance in accordance with Code of Federal Regulations Title 24, Part 983 (as heretofore or hereafter amended, the “**PBV Regulations**”). Subsequently, the United States Department of Housing and Urban Development (“**HUD**”), by and through the Office of Public and Indian Housing (“**PIH**”) issued PIH Notice 2012-22 published on July 26, 2012, and amended by PIH 2012-32 Rev. 2 on June 10, 2015 and PIH Notice 2019-23 published on September 5, 2019, as amended (the “**RAD Notices**”). Under the RAD Program, public housing authorities can convert funding for public housing units to PBV assistance through a Housing Assistance Payment Contract (“**HAP Contract**”).

D. The Authority desires that the 150 PHA Units in the Development designated as public housing be converted to RAD PBV units and has received approval from HUD for the conversion.

E. The Development will consist of: 150 rental units that will be leased to eligible families at rents and whose incomes satisfy the requirements for Low-Income Housing Tax Credits (“**LIHTCs**”) under Section 42 of the Internal Revenue Code of 1986, as amended, of which 150 units will be leased to public housing tenants; (the 150 units that will be leased to public housing tenants are collectively referred to as the “**RAD Units**”). The Owner has designated the addresses listed on Exhibit C, attached hereto and made a part hereof, as the initial RAD units, however, during the term of the HAP Contract the RAD Units will be allowed to float among all of the units in the Development, in a manner that complies with All Applicable RAD Requirements (hereinafter defined).

F. The Authority has submitted to HUD a RAD application and financing plan, including the Owner’s plan to finance the construction of the Development using a combination

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of public and private sources, which have been approved by HUD. HUD and the Authority have entered into a Rental Conversion Commitment (“**RCC**”) for the RAD Units as provided in the RAD Act, and HUD has issued, and the Authority has accepted, a Commitment to Enter into a Housing Assistance Payments Contract (“**CHAP**”) for the RAD Units.

G. In connection with the Development, concurrently herewith, among other things: (1) the Owner and the Authority are entering into a Rental Assistance Demonstration Use Agreement (the “**RAD Use Agreement**”) with the Secretary of Housing and Urban Development (the “**Secretary**”) with respect to the RAD Units; and (2) the Authority, in its capacity as contract administrator (in such capacity, the “**HAP Contract Administrator**”), and the Owner are entering into a Project-Based Voucher Rental Assistance Demonstration Housing Assistance Payments Contract with respect to the RAD Units (as it may hereafter be amended, the “**RAD HAP Contract**”).

H. It is anticipated that, following the execution of this Agreement, the Authority will be performing various activities and providing various services in connection with the RAD Units and the Development, as more particularly described on **Exhibit B** attached hereto and made a part hereof.

I. It is a condition of HUD’s approval of the rehabilitation of the Development, as described above, and All Applicable RAD Requirements (as herein defined below), that the Authority preserve its interest in the property, which is being accomplished, in part, by the provisions of this Agreement. It is a condition of the Authority’s willingness to proceed with this Development that the Owner enters into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing preambles and recitations are, by this reference, incorporated into the body of this Agreement.

2. **Duration of this Agreement.** The provisions of this Agreement shall remain in effect for so long as a RAD HAP Contract, or a similar HAP Contract, is in effect with respect to the RAD Units or any of them. The Owner acknowledges and agrees that, under the RAD Act, upon the expiration of the initial RAD HAP Contract, and each renewal RAD HAP Contract, the Owner must accept a renewal of such contract, subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal.

3. **Additional Definitions.**

“**ACC**” shall mean the Consolidated Annual Contributions Contract(s), including all relevant amendments, pursuant to which HUD provides funding to the Authority for the administration, management and operation of the RAD Units within the Development.

“**Administrative Plan**” shall mean Chicago Housing Authority’s FY2021 Administrative Plan for the Housing Choice Program, as may be amended from time to time.

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“All Applicable RAD Requirements” means all requirements of the RAD Program that are applicable to the Authority with respect to the RAD Units or to the owner from time to time of the RAD Units, including, without limitation, the requirements under the RAD Act, the PBV Regulations, the RAD Use Agreement, the RAD HAP Contract, and all related HUD directives and administrative requirements, including, without limitation, those contained in the RAD Notice, except to the extent HUD has granted waivers of those requirements, and to the extent actually applicable to the Development or the RAD Units the ACC, the Administrative Plan, the Gautreaux Court Orders, and the MTW Agreement.

“Construction Lender” shall mean U.S. Bank National Association, a national banking association.

“Conversion” shall mean the refinancing of the First Mortgage Loan with a first mortgage to be issued by Permanent Lender.

“Development” shall have the meaning set forth in the Recitals.

“First Mortgage Lender” shall mean the Construction Lender at all times prior to Conversion, and shall mean the Permanent Lender at all times following Conversion.

“First Mortgage” shall mean, collectively, the leasehold mortgages made by Owner in favor of the First Mortgage Lenders and encumbering Owner’s leasehold interest in the Land. The initial First Mortgage shall be the that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Leasehold), dated on or about the date hereof, executed and delivered by Borrower to and in favor of Construction Lender.

“First Mortgage Loan” shall mean, collectively, the loans made by the First Mortgage Lenders.

“Gautreaux Court Orders” shall mean applicable orders of the United States District Court for the Northern District of Illinois relating to Gautreaux vs. CHA et al., Case Nos. 66 C 1459 and 1460 (Note: Gautreaux v. CHA et. al., No. 66 C 1460, and the consent decree thereunder was terminated in 1997).

“Governing Document” shall mean that certain Amended and Restated Operating Agreement of the Owner among Investor, Gaines-Michaels LLC, an Illinois limited liability company (the “Special Member”) Gaines Senior Housing LLC, an Illinois limited liability company (the “Managing Member”).

“Investor” shall mean U.S. Bancorp Community Development Corporation, a Minnesota corporation, together with its successors and/or assigns, which is the investor member in the Owner.

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“**MTW Agreement**” shall mean that certain Amended and Restated Moving to Work Demonstration Agreement between the Authority and HUD, dated June 26, 2008, and the 1st through 7th amendments to the Amended and Restated Moving to Work Demonstration Agreement, as may be hereinafter amended.

“**Permanent Lender**” shall mean Berkadia Commercial Mortgage LLC, a Delaware limited liability company, together with its successors and/or assigns, which shall expressly include the Federal Home Loan Mortgage Corporation.

“**Qualified RAD Units**” shall have the meaning set forth in Section 12(b).

“**RAD PILOT Payment**” shall have the meaning set forth in Section 12(b).

“**Subordinate Loans**” shall mean the Subordinate CHA MTW Loan and the CHA Seller Loan.

4. Binding on Subsequent Owners. The provisions of this Agreement shall be binding upon the Owner and its successors and assigns, including each owner from time to time of the Development or any portion thereof.

5. General Obligations. The Owner acknowledges and agrees that:

- (a) The Owner is obligated to abide by and perform All Applicable RAD Requirements which pertain to the owner of any RAD Unit and to operate and manage the Development in accordance with applicable provisions of Section 42.
- (b) The Authority will maintain and administer the waiting list for the RAD Units. No RAD Unit may be leased to a tenant or tenants other than those that the Authority refers to the Owner or the Owner’s property manager in accordance with All Applicable RAD Requirements.
- (c) The Authority has approved Michaels Management-Affordable, LLC, a New Jersey limited liability company, as the property manager for the Development. No other person or entity may act as property manager for the Development without the prior written consent of the Authority, which consent shall not be unreasonably withheld, delayed or conditioned.
- (d) The Owner is obligated to maintain each of the RAD Units in a condition that complies with HUD’s Housing Quality Standards (“**HQS**”) or such other inspection standards acceptable to the Authority and HUD, and that the Authority, in its capacity as HAP Contract Administrator, has the right to inspect the RAD Units.

6. Reserves

- (a) **Replacement Reserve.** The Owner is obligated under the RAD HAP Contract and the Owner’s Governing Document to make periodic deposits into a reserve fund for replacements (the “**Replacement Reserve**”) with respect to the Development. No

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funds may be withdrawn from the Replacement Reserve without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed. In the event of the disposition of the Development or the dissolution of the Owner, any funds in the Replacement Reserve shall be transferred to the new owner or otherwise continue to be used in connection with the Development in accordance with All Applicable RAD Requirements.

- (b) **Operating Deficit Reserve.** In accordance with Exhibit A-7 of the Governing Document, the Owner shall establish and maintain an operating reserve for operating deficits (the “**Operating Deficit Reserve**”) in the initial amount of at least \$1,126,000. The Operating Deficit Reserve will be established and owned by the Owner. The Owner covenants to the Authority to use all withdrawals from the Operating Deficit Reserve Account only for purposes relating to the Development, which may include the repayment of the Subordinate Loan upon disposition of the Development or expiration of the HAP Contract.

7. Disposition. The Owner shall not demolish or dispose of its interest in the Development or the RAD Units (including, without limitation, by conveyance or lease not in the ordinary course of business of the RAD Units), without the prior written approval of the Authority and HUD and except in accordance with All Applicable RAD Requirements.

8. Transfers of Interests in Owner. The Owner shall not, without prior written approval of the Authority, make any transfers requiring HUD approval, other than transfers permitted pursuant to Section 20 or Section 36 of the RAD HAP Contract.

9. Non-Discrimination and Other Federal Requirements. The Owner shall comply with all applicable requirements of the following, as the same may be amended from time to time:

(a) the Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and applicable advertising guidelines;

(b) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1;

(c) the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;

(d) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36;

(e) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 135; and

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(f) Wage rates under the Davis-Bacon Act (40 U.S.C. § 276a *et seq.*) to the extent applicable.

10. Financial Statements and Reports and Maintenance of Records.

(a) **Quarterly Statements.** Not later than sixty (60) days after the end of each successive quarterly period, commencing with the calendar quarter in which the first RAD Unit is available for occupancy, the Owner shall deliver to the Authority itemized statements of income and expenses, prepared on an accrual basis, based on the Owner's general accounting records, in form substantially comparable to "Statement of Profit and Loss" (formerly Form HUD-92410), or any successor thereto, certified by the managing member/manager/chief financial officer of the Owner, for the quarterly period and from the beginning of the calendar year to the end of such quarterly period. Such quarterly statements shall be supplemented by such additional quarterly financial information as may be reasonably requested by the Authority.

(b) **Annual Financial Statements.** Not later than one hundred and fifty (150) days after the end of each calendar year, the Owner shall deliver to the Authority a copy of the independently audited financial statements of the Owner for such year and the period then ended, prepared in accordance with generally accepted accounting principles and accompanied by the report of independent public accountants thereon, together with a copy of any additional financial statements or reports delivered by the Owner to its partners/members. If, after thirty (30) days written notice from the Authority, the Owner shall fail to deliver such financial statements to the Authority, the Authority shall have the right to retain an independent auditor to conduct an audit of the financial statements of the Owner and to charge the reasonable cost thereof to the Owner.

(c) **Maintenance of Records.** The Authority shall remain responsible for maintaining sufficient records, and taking necessary action(s), to assure HUD that all Authority obligations to HUD under All Applicable RAD Requirements are fulfilled. However, where the ACC or other All Applicable RAD Requirements require the Authority to furnish reports, records, statements, certificates, documents or other information to HUD regarding the RAD Units, the Owner shall furnish such reports, records, statements, certificates, documents or other information to the Authority or otherwise satisfy the Authority's requests with respect to such matters, upon reasonable notice. Nothing contained in this Section shall be construed to relieve the Owner of its obligation to maintain its own books and records. It shall be the responsibility of the Owner to maintain sufficient records, and to take necessary action(s), to assure compliance with all obligations relating to the RAD Units under All Applicable RAD Requirements. Owner shall furnish reports, records, statements, certificates documents or other information as necessary in order to comply with the requirements of this provision.

11. **CHA Asset Management Fee.** The Owner acknowledges and agrees that the services and activities provided by the Authority in general, as a public housing authority, and in neighborhoods surrounding the Development (such as local government collaboration, community engagement, resident services and programming, cooperation with Chicago police and general office functions and support, as outlined in Exhibit B attached hereto), will benefit the Development. Accordingly, the Owner agrees to pay to the Authority, on an annual basis, a fee (the "CHA Asset Management Fee") as provided in this Section. The CHA Asset Management Fee shall commence as of the RAD HAP Contract Effective Date (as such term is defined in the

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RAD HAP Contract, which date is currently anticipated to be March 1, 2023). The initial CHA Asset Management Fee shall be \$515.00 per unit, per year (increasing by 3% annually), payable for all *occupied* units until the earlier of (i) Conversion and (ii) six (6) months after issuance of the Certificate of Substantial Completion for the Development (the “**Initial Term**”). Following the Initial Term, the CHA Asset Management Fee shall be paid for each Rental Unit, occupied or unoccupied for as long as this Agreement remains in effect. The CHA Asset Management Fee shall be remitted to the Authority monthly. To the extent the activities or services in Exhibit B increase, the Authority and Owner agree to renegotiate the amount of the CHA Asset Management Fee to be paid.

12. Real Estate Tax Abatement/PILOT Payment.

(a) The Authority shall submit such documents as may be required of Owner by the county clerk to enable the RAD Units to qualify for an abatement of real estate taxes, in accordance with the Illinois Revenue Code, 35 ILCS 200/18-177, as may be amended; provided that the Authority’s Obligation shall be conditioned upon the following conditions being satisfied: (i) the timely submission to the Authority by the Owner of all required documentation; (ii) the maintenance by Owner of the RAD Units in the condition required to qualify for such abatement; (iii) the Owner is not ineligible to receive such abatement, or the benefits thereof; and (iv) the Owner performs or complies with all other requirements within the control of the Owner of the RAD Units in order for the RAD Units to be eligible for such abatement.

(b) The Owner acknowledges the City and the Authority have agreed that the RAD Units fall under the scope of the Consolidated Cooperation Agreement dated June 22, 1959, and as further amended by Amendment No. 2 to the Consolidated Cooperation Agreement dated February 10, 1969. For the public services and facilities provided by the City to the RAD Units which qualify for an abatement pursuant to the above Section 12(a) (the “**Qualified RAD Units**”), the Owner shall make an annual payment to the Authority to be applied to the Authority’s payment in lieu of taxes (the “**RAD PILOT Payment**”) for the Qualified RAD Units. The Owner shall make an initial RAD PILOT Payment in the amount of Two Hundred and No/100 Dollars (\$200.00) per unit for each Qualified RAD Units after construction completion of such Qualified RAD Units in the Development and within thirty (30) days upon receipt of the billing invoice provided by the Authority for the Qualified RAD Units. Subsequent to the initial RAD PILOT Payment, and for every year following thereafter, the Authority shall provide the Owner with an annual bill for the RAD PILOT Payment, which is required to be paid by Owner within thirty (30) business days upon receipt of the bill. If in any given year, the amount due by the Authority for the payment in lieu of taxes for the Qualified RAD Units exceeds the amount of the RAD PILOT Payment made by Owner for that year, the Authority shall notify the Owner and provide an adjusted bill for the increased difference between the payment made by Owner and the actual amount due by the Authority, which Owner shall pay within five (5) days of receipt of the adjusted bill.

13. Owner Default and Remedies.

(a) **Default.** A default by the Owner under this Agreement shall occur if the Owner violates, breaches or fails to comply in any material respect with any provision of, or obligation

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under this Agreement or All Applicable RAD Requirements. A default by the Owner that is attributable to an action or omission of its property manager shall be deemed a default by the Owner for purposes of this Section.

(b) **Notice and Cure.** Upon a determination by the Authority that a default by the Owner has occurred, the Authority shall notify the Owner, **First Mortgage Lender**, and the Investor of: (1) the nature of the default; (2) the actions required to be taken by the Owner, the First Mortgage Lender and/or the Investor to cure the default; and (3) the time (no less than thirty (30) days) within which the Owner, the First Mortgage Lender and/or the Investor shall respond with a showing that all required actions have been taken; provided that if the default by its nature cannot be cured within the aforesaid thirty (30) day period, the Owner, the First Mortgage Lender and/or the Investor may have additional time, with the Authority's written approval, as may be reasonable given the circumstances to effect a cure of the default. The Authority reserves the right to monitor the Owner's, the First Mortgage Lender's and/or the Investor's efforts to cure; and further reserves the right to reduce and/or terminate the time period allowed herein (but in no event less than thirty (30) days) where further actions to cure have not been made by the Owner, the First Mortgage Lender and/or the Investor. The First Mortgage Lender and the Investor each has the right, but not the obligation, to cure any default pursuant to the terms of this Section 13(b). The Authority hereby agrees that the Investor may cure any default made by the Owner. Notwithstanding the foregoing, the Authority rights granted herein shall be subject to All Applicable RAD Requirements.

(c) **Remedies.** If the Owner, the First Mortgage Lender and/or the Investor fail to respond or take corrective action to the satisfaction of the Authority as provided herein, the Authority shall have the right to exercise any remedy available to it by reason of such default, including without limitation, to seek appropriate relief in any court having jurisdiction, including but not limited to specific performance, injunctive relief, or the appointment of a receiver to take over and operate the RAD Units in accordance with the terms of this Agreement without prejudice to the right of the Authority, alternatively or in addition to the foregoing, to exercise any remedy available to it, if any, if the nature of such default hereunder, would constitute a default under agreement or document to which the Authority is a party. Notwithstanding the foregoing, the Authority's remedies herein shall be subject to All Applicable RAD Requirements.

14. Subordinate to RAD Use Agreement and First Mortgage. This Agreement is subject and subordinate to the RAD Use Agreement and the First Mortgage.

15. Miscellaneous.

(a) **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and heirs of each of the parties; provided, however, that the Owner may not assign any of its interest in this Agreement without the prior written consent of the Authority.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding between among them with respect thereto.

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(c) **Amendments.** Subject to All Applicable RAD Requirements, this Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties and approved in writing by HUD.

(d) **No Waiver.** No delay or omission by either party in exercising any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability of remedy, whether of a similar or dissimilar nature.

(e) **Notices.** Any notice or other communication given or made pursuant to this Agreement shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent by overnight express delivery, or (iii) mailed by certified mail, return receipt requested, to the respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party).

If to the Authority:

Chicago Housing Authority
60 E. Van Buren St.
Chicago, Illinois 60605
Attention: Chief Executive Officer

with a copy to:

Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren St.
Chicago, Illinois 60605
Attention: Chief Legal Officer

And

Chicago Housing Authority
60 E. Van Buren St., 13th Floor
Chicago, Illinois 60605
Attention: Chief Property Officer

If to the Owner:

Gaines Housing Development LLC
c/o The Michaels Development Company I, L.P.
P.O. Box 90708
Camden, NJ 08101
Attn: John O'Donnell

And

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Pl., Suite 1900

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Chicago, Illinois 60605
Attn: Bennett P. Applegate

And Chicago Housing Authority
60 E. Van Buren St.
Chicago, Illinois 60605
Attn: Chief Executive Officer

And Chicago Housing Authority
60 E. Van Buren St.
Chicago, Illinois 60605

And The Michaels Development Company
542 S. Dearborn Street, Suite 800
Chicago, Illinois 60605
Attn: Greg Olson

With a copy to First Mortgage Lender, prior to Conversion:

U.S. Bank National Association
c/o U.S. Bancorp Community Development Corporation
1307 Washington Avenue
Suite 300
Mailcode: SL MO RMCD
St. Louis, Missouri 63103
Attention: Director of LIHTC Asset Management

And

Kutak Rock LLP
8601 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85253
Attention: Heather K. Aeschleman

With a copy to First Mortgage Lender, following Conversion:

Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, PA 19002
Attn: Servicing – Executive Vice President

And

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Tier Hudson, LLC
 7910 Woodmont Ave.,
 Suite 750
 Bethesda, MD 20814
 Attn: Robert A. Kearbey, Esq.

With a copy to Investor and Special Member:

U.S. Bancorp Community Development Corporation
 1307 Washington Avenue, Suite 300
 Mail Code: SL MO RMCD
 St. Louis, MO 63103
 Attn: Director of LIHTC Asset Management
 USB Project No:28543

And

Kutak Rock LLP
 1650 Farnamm Street
 Omaha, NE 68102
 Attn: Jill H. Goldstein

All such notices and other communication shall be deemed given on the date of personal or local courier delivery, the delivery to the overnight express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of delivery by overnight express delivery service, on the business day following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

(f) **Further Assurances.** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

(g) **No Personal Liability.** No officer, director, board member, shareholder, partner, employee, agent or other person authorized to act for or on behalf of either party shall be personally liable for any obligation, express or implied, hereunder. The Owner shall look solely to the Authority funds that are legally available for such purpose, and, except as provided by law, the Authority shall look solely to the Owner, for the satisfaction of any remedy each might have with respect to the other for the other's failure to perform any of its obligations hereunder. Notwithstanding the foregoing, nothing contained herein shall either relieve the Owner or any managing member, manager or general partner, shareholder of the Owner from personal liability and responsibility, or limit the Authority's rights and remedies against such parties, either at law or in equity: (i) for fraudulent acts; (ii) for insurance proceeds and condemnation awards received by the Owner and not turned over to the Authority or used by the Owner for restoration or repair of the RAD Units to the extent required under this Agreement; and (iii) for any rents or other

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income from the RAD Units received by the Owner after an event of default under this Agreement and not applied to expenses of the RAD Units.

(h) **Neither Party nor Agent.** Nothing in this Agreement shall be deemed to appoint either Owner or the Authority as an agent for or representative of the other, and neither one shall be authorized to act on behalf of the other with respect to any matters. Neither Owner nor the Authority shall have any liability or duty to any person, firm, entity or governmental body for any act of omission or commission, liability, or obligation of the other, whether arising from Owner's or the Authority's actions under this Agreement or otherwise.

(i) **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Illinois applicable to contracts made and to be performed therein.

(j) **Headings; Usage.** All section headings in this Agreement are for convenience of reference only and are not intended to modify the meaning of any section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter as the identity of the person or persons may require. Where the context admits, the singular forms of terms used herein shall include the plural and the plural shall include the singular.

(k) **Severability.** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is held invalid, shall not be affected thereby.

(l) **Counterparts; Execution.** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all parties hereto.

(m) **No Third Party Beneficiary.** The provisions of this Agreement shall not be construed for the benefit of or as enforceable by any person or entity not a party hereto, with the exception of HUD.

(n) **Amendments to the Owner's Governing Documents.** Except as permitted under Section 20 and Section 36 of the RAD HAP Contract, the Owner's Governing Document may not be amended in any material respect without the prior written consent of the Authority.

(o) **Standstill.** Notwithstanding any provision of this Agreement to the contrary, during the Compliance Period, Authority shall take no action with respect to a particular Event of Default if Authority or any of its affiliates is the Managing Member of the Owner or if a removal event shall have occurred with respect to the Managing Member under the Owner's Operating Agreement.


[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories as of the date first above written.

AUTHORITY:

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

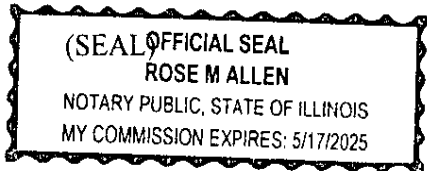
By: 
Tracey Scott
Chief Executive Officer

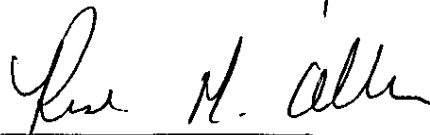
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rose M. Allen, a Notary Public, in and for the State aforesaid, DO HEREBY CERTIFY that Tracey Scott, the Chief Executive Officer of the Chicago Housing Authority, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of January, 2023.




Notary Public

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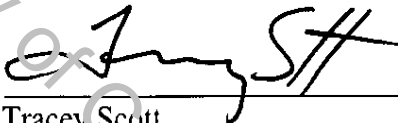
OWNER:

GAINES HOUSING DEVELOPMENT LLC,
an Illinois limited liability company

By: Gaines Senior Housing LLC,
an Illinois limited liability company,
its managing member

By: Chicago Housing Administration LLC,
an Illinois limited liability company,
its managing member

By: Chicago Housing Authority,
an Illinois municipal corporation,
its sole member

By: 
Name: Tracey Scott
Title: Chief Executive Officer

By: Gaines – Michaels LLC,
an Illinois limited liability company,
its special member

By: _____
Name: Greg Olson
Title: Vice President

Property of Cook County Clerk's Office

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OWNER:

GAINES HOUSING DEVELOPMENT LLC,
an Illinois limited liability company

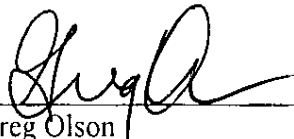
By: Gaines Senior Housing LLC,
an Illinois limited liability company,
its managing member

By: Chicago Housing Administration LLC,
an Illinois limited liability company,
its managing member

By: Chicago Housing Authority,
an Illinois municipal corporation,
its sole member

By: _____
Name: Tracey Scott
Title: Chief Executive Officer

By: Gaines – Michaels LLC,
an Illinois limited liability company,
its special member

By: 
Name: Greg Olson
Title: Vice President

Property of Cook County Clerk's Office

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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 Tracey Scott, personally known to me to be the Chief Executive Officer of Chicago Housing Authority, the sole member of Chicago Housing Administration LLC, the managing member of Gaines Senior Housing LLC (the "Managing Member"), the managing member of Gaines Housing Development LLC, an Illinois limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, she signed and delivered the said instrument, pursuant to authority given by the board of the Chicago Housing Authority to the Chief Executive Officer as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of January, 2023.



Rose M. Allen
Notary Public

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 Greg Olson, personally known to me to be the Vice President of Gaines-Michaels LLC, an Illinois limited liability company (the "Special Member"), the special member of Gaines Housing Development LLC, an Illinois limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of the Special Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Special Member, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

(SEAL)

Notary Public

UNOFFICIAL COPY

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 Tracey Scott, personally known to me to be the Chief Executive Officer of Chicago Housing Authority, the sole member of Chicago Housing Administration LLC, the managing member of Gaines Senior Housing LLC (the "Managing Member"), the managing member of Gaines Housing Development LLC, an Illinois limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, she signed and delivered the said instrument, pursuant to authority given by the board of the Chicago Housing Authority to the Chief Executive Officer as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

(SEAL)

Notary Public

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 Greg Olson, personally known to me to be the Vice President of Gaines-Michaels LLC, an Illinois limited liability company (the "Special Member"), the special member of Gaines Housing Development LLC, an Illinois limited liability company (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by the members of the Special Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Special Member, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of January, 2023.

(SEAL)



Margaret A. Grassano
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

ESTATE 1:

THE LEASEHOLD ESTATE CREATED BY GROUND LEASE (UPPER PARCEL) EXECUTED BY CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND GAINES HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED FEBRUARY 7, 2023 WHICH LEASE WAS RECORDED CONCURRENTLY HEREWITH, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 75 YEARS BEGINNING FEBRUARY 7, 2023, AND ENDING FEBRUARY 6, 2098:

FOR REFERENCE: PIN 1 PARCEL LEGAL DESCRIPTION, UPPER PARCEL:

That part of the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lot 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet to the Point of Beginning; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 12 minutes 40 seconds East 479.36 feet, along said Northwesterly line of West Fifth Avenue to a point of tangency of the arc of a circle of 36.00 feet radius convex to the Southwest; thence Southwest, South and Southeast 117.66 feet along said curve through a central angle of 187 degrees 15 minutes 13 seconds, the chord of said curve bears South 24 degrees 24 minutes 23 seconds East 71.86 feet; thence South 20 degrees 49 minutes 06 seconds East 144.08 feet to the Point of Beginning, lying above an elevation of 110.99 feet, City of Chicago Datum, in Cook County, Illinois;

AND ALSO

That part of the property and space in the existing building known as 3700 West Congress Parkway, Chicago, Illinois, in the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

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Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lots 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 50 minutes 58 seconds East 357.27 feet along said Northwesterly line of West Fifth Avenue to the Northerly extension of an exterior building wall of said building known as 3700 West Congress Parkway; thence South 01 degree 51 minutes 17 seconds East along said Northerly extension and exterior building wall, 87.22 feet; thence Southerly along an interior building wall, 0.70 feet; thence Easterly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 4.18 feet; thence Westerly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 3.70 feet; thence Easterly along an interior building wall, 1.00 feet to the Point of Beginning; thence Northerly along an interior building wall, 1.02 feet; thence Easterly along an interior building wall, 8.26 feet; thence Southerly along an interior building wall, 8.26 feet; thence Westerly along an interior building wall, 7.94 feet; thence Northerly along an interior building wall, 2.35 feet; thence Westerly along an interior building wall, 0.32 feet; thence Northerly along an interior building wall, 4.89 feet to the Point of Beginning, lying above an elevation of 22.63 feet, and below an elevation of 33.71 feet, City of Chicago Datum, in Cook County, Illinois.

AND ALSO

That part of the property and space in the existing building known as 3700 West Congress Parkway, Chicago, Illinois, in the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lots 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of

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intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 50 minutes 58 seconds East 357.27 feet along said Northwesterly line of West Fifth Avenue to the Northerly extension of an exterior building wall of said building known as 3700 West Congress Parkway; thence South 01 degree 51 minutes 17 seconds East along said Northerly extension and exterior building wall, 87.22 feet; thence Southerly along an interior building wall, 0.70 feet; thence Easterly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 4.18 feet; thence Westerly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 3.70 feet; thence Easterly along an interior building wall, 1.00 feet to the Point of Beginning; thence Northerly along an interior building wall, 1.02 feet; thence Easterly along an interior building wall, 8.29 feet; thence Southerly along an interior building wall, 7.51 feet; thence Westerly along an interior building wall, 3.01 feet; thence Southerly along an interior building wall, 1.30 feet; thence Westerly along an interior building wall, 1.55 feet; thence Southerly along an interior building wall, 0.17 feet; thence Westerly along an interior wall, 3.35 feet; thence Northerly along an interior building wall, 3.06 feet; thence Westerly along an interior building wall, 0.32 feet; thence Northerly along an interior building wall, 4.89 feet to the Point of Beginning, lying above an elevation of 33.71 feet, and below an elevation of 110.99 feet, City of Chicago Datum, in Cook County, Illinois.

ESTATE 2:

THE LEASEHOLD ESTATE CREATED BY GROUND LEASE (LOWER PARCEL) EXECUTED BY CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND GAINES HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED FEBRUARY 7, 2023 WHICH LEASE WAS RECORDED CONCURRENTLY HEREWITH, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 75 YEARS BEGINNING FEBRUARY 7, 2023, AND ENDING FEBRUARY 6, 2098:

FOR REFERENCE: BIN 2 PARCEL LEGAL DESCRIPTION LOWER PARCEL:

That part of the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian described as follows:

Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lots 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet to the Point of Beginning; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly

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of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 12 minutes 40 seconds East 479.36 feet, along said Northwesterly line of West Fifth Avenue to a point of tangency of the arc of a circle of 36.00 feet radius convex to the Southwest; thence Southwest, South and Southeast 117.66 feet along said curve through a central angle of 187 degrees 15 minutes 13 seconds, the chord of said curve bears South 24 degrees 24 minutes 23 seconds East 71.86 feet; thence South 20 degrees 49 minutes 06 seconds East 144.08 feet to the Point of Beginning, lying below an elevation of 110.99 feet, City of Chicago Datum, in Cook County, Illinois;

AND EXCEPTING THEREFROM

That part of the property and space in the existing building known as 3700 West Congress Parkway, Chicago, Illinois, in the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lots 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 50 minutes 58 seconds East 357.27 feet along said Northwesterly line of West Fifth Avenue to the Northerly extension of an exterior building wall of said building known as 3700 West Congress Parkway; thence South 01 degree 51 minutes 17 seconds East along said Northerly extension and exterior building wall, 87.22 feet; thence Southerly along an interior building wall, 0.70 feet; thence Easterly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 4.18 feet; thence Westerly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 3.70 feet; thence Easterly along an interior building wall, 1.00 feet to the Point of Beginning; thence Northerly along an interior building wall, 1.02 feet; thence Easterly along an interior building wall, 8.26 feet; thence Southerly along an interior building wall, 8.26 feet; thence Westerly along an interior building wall, 7.94 feet; thence Northerly along an interior building wall, 2.35 feet; thence Westerly along an interior building wall, 0.32 feet; thence Northerly along an interior building wall, 4.89 feet to the Point of Beginning, lying above an elevation of 22.68 feet, and below an elevation of 33.71 feet, City of Chicago Datum, in Cook County, Illinois.

AND EXCEPTING THEREFROM

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That part of the property and space in the existing building known as 3700 West Congress Parkway, Chicago, Illinois, in the Southeast Quarter of the Northwest Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Commencing at a point being the Southeast corner of Lot 8 in Block 2 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid, lying South of Barry Point Road (now known as Fifth Avenue) (except the West 250 feet thereof); thence South 69 degrees 12 minutes 40 seconds West 15.06 feet, along the Southeasterly line of Lots 8 to 11 in said Block 2 to a point 91.88 feet Northeasterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 38 minutes 50 seconds West 0.63 feet; thence continuing South 88 degrees 38 minutes 50 seconds West 89.53 feet, to a point on the Southwesterly line of Lot 11 aforesaid, 30.00 feet Northwesterly of the Southwesterly corner of said Lot 11; thence South 88 degrees 17 minutes 41 seconds West 69.90 feet to a point on the Northeasterly line of Lot 1 in Block 3, said point being 97.15 feet Southeasterly of the Northeasterly corner thereof; thence South 88 degrees 42 minutes 50 seconds West 368.67 feet; thence North 01 degree 30 minutes 03 seconds West 42.45 feet to a point of intersection with the Northwesterly line of West Fifth Avenue, being a line 66 feet Northwesterly of and parallel with the Northwesterly line of Blocks 2 and 3 in the Subdivision of the East Half of the Northwest Quarter of Section 14 aforesaid; thence North 69 degrees 50 minutes 58 seconds East 357.27 feet along said Northwesterly line of West Fifth Avenue to the Northerly extension of an exterior building wall of said building known as 3700 West Congress Parkway; thence South 01 degree 51 minutes 17 seconds East along said Northerly extension and exterior building wall, 87.22 feet; thence Southerly along an interior building wall, 0.70 feet; thence Easterly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 4.18 feet; thence Westerly along an interior building wall, 0.53 feet; thence Southerly along an interior building wall, 3.70 feet; thence Easterly along an interior building wall, 1.00 feet to the Point of Beginning; thence Northerly along an interior building wall, 1.02 feet; thence Easterly along an interior building wall, 8.29 feet; thence Southerly along an interior building wall, 7.51 feet; thence Westerly along an interior building wall, 3.01 feet; thence Southerly along an interior building wall, 1.30 feet; thence Westerly along an interior building wall, 1.55 feet; thence Southerly along an interior building wall, 0.17 feet; thence Westerly along an interior wall, 3.35 feet; thence Northerly along an interior building wall, 3.06 feet; thence Westerly along an interior building wall, 0.32 feet; thence Northerly along an interior building wall, 4.89 feet to the Point of Beginning, lying above an elevation of 33.71 feet, and below an elevation of 110.99 feet, City of Chicago Datum, in Cook County, Illinois.

ESTATE 3:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE (UPPER PARCEL) AND GROUND LEASE (LOWER PARCEL), ON THE LEASEHOLD ESTATES HEREINABOVE DESCRIBED AS ESTATE 1 AND ESTATE 2.

ESTATE 4:

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A NON-EXCLUSIVE EASEMENT FOR USE, INGRESS, EGRESS AND OTHER PURPOSES FOR THE BENEFIT OF ESTATE 1 AND ESTATE 2, CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (IRENE MCCOY GAINES) RECORDED CONCURRENTLY HEREWITH.

ESTATE 5:

A NON-EXCLUSIVE EASEMENT FOR USE, INGRESS, EGRESS AND OTHER PURPOSES FOR THE BENEFIT OF ESTATE 1 AND ESTATE 2, CREATED BY CROSS EASEMENT AGREEMENT FOR IRENE MCCOY GAINES RECORDED CONCURRENTLY HEREWITH.

Commonly known as:

3700 West Congress Parkway, Chicago, IL 60624

PINs:

16-14-118-026-0000

16-14-118-002-0000 (affects the land and other property)

16-14-118-001-0000 (affects the land and other property)

16-14-119-032-0000 (affects the land and other property)

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EXHIBIT B AUTHORITY PROVIDED SERVICES AND ACTIVITIES

EXHIBIT B CHA PROVIDED SERVICES AND ACTIVITIES IRENE MCCOY GAINES

Service/Activity	CHA Department (Primary)	Cost per unit	Annual based on 150 RAD Units
Reasonable Accommodation Requests, Grievance Processing, General Legal Support	Legal	\$20.60	\$3,090.00
Supervision and Support for Resident Services Provision at Property	Resident Services	\$56.65	\$8,497.50
Local Government Collaboration, Community Engagement, Emergency Response/Security Support/Cooperation with Chicago Police Department through existing Intergovernmental Agreement, Camera Monitoring	Property Office/ Asset Management	\$154.50	\$23,175.00
Program and Financial Monitoring, including waitlist administration, tracking of RAD Units Replacement Reserve deposits and other applicable RAD and PBV compliance items	Property Office/ Asset Management	\$267.80	\$40,170.00
Information Technology (IT) Support and Yardi maintenance	IT	\$15.45	\$2,317.50
Total		\$515.00	\$77,250.00

150 RAD Units

150

\$515.00

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EXHIBIT C

DESCRIPTION OF INITIAL RAD UNITS

Address	Unit #	Bedrms.	Unit SF	CHA
3700 W. Congress Parkway	201	1	557	1
3700 W. Congress Parkway	202	1	593	1
3700 W. Congress Parkway	203	0	439	1
3700 W. Congress Parkway	204	1	571	1
3700 W. Congress Parkway	205	1	571	1
3700 W. Congress Parkway	206	1	569	1
3700 W. Congress Parkway	207	1	569	1
3700 W. Congress Parkway	208	0	444	1
3700 W. Congress Parkway	209	1	590	1
3700 W. Congress Parkway	210	1	571	1
3700 W. Congress Parkway	301	1	557	1
3700 W. Congress Parkway	302	1	593	1
3700 W. Congress Parkway	303	0	439	1
3700 W. Congress Parkway	304	1	571	1
3700 W. Congress Parkway	305	1	571	1
3700 W. Congress Parkway	306	1	569	1
3700 W. Congress Parkway	307	1	569	1
3700 W. Congress Parkway	308	0	444	1
3700 W. Congress Parkway	309	1	590	1
3700 W. Congress Parkway	310	1	571	1
3700 W. Congress Parkway	401	1	557	1
3700 W. Congress Parkway	402	1	593	1
3700 W. Congress Parkway	403	0	439	1
3700 W. Congress Parkway	404	1	571	1
3700 W. Congress Parkway	405	1	571	1
3700 W. Congress Parkway	406	1	569	1
3700 W. Congress Parkway	407	1	569	1
3700 W. Congress Parkway	408	0	444	1
3700 W. Congress Parkway	409	1	590	1
3700 W. Congress Parkway	410	1	571	1
3700 W. Congress Parkway	501	1	557	1
3700 W. Congress Parkway	502	1	593	1
3700 W. Congress Parkway	503	0	439	1
3700 W. Congress Parkway	504	1	571	1
3700 W. Congress Parkway	505	1	571	1
3700 W. Congress Parkway	506	1	569	1
3700 W. Congress Parkway	507	1	569	1
3700 W. Congress Parkway	508	0	444	1
3700 W. Congress Parkway	509	1	590	1
3700 W. Congress Parkway	510	1	571	1
3700 W. Congress Parkway	601	1	557	1
3700 W. Congress Parkway	602	1	593	1
3700 W. Congress Parkway	603	0	439	1
3700 W. Congress Parkway	604	1	571	1
3700 W. Congress Parkway	605	1	571	1
3700 W. Congress Parkway	606	1	569	1
3700 W. Congress Parkway	607	1	569	1
3700 W. Congress Parkway	608	0	444	1
3700 W. Congress Parkway	609	1	590	1
3700 W. Congress Parkway	610	1	571	1

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3700 W. Congress Parkway	701	1	557	1
3700 W. Congress Parkway	702	1	593	1
3700 W. Congress Parkway	703	0	439	1
3700 W. Congress Parkway	704	1	571	1
3700 W. Congress Parkway	705	1	571	1
3700 W. Congress Parkway	706	1	569	1
3700 W. Congress Parkway	707	1	569	1
3700 W. Congress Parkway	708	0	444	1
3700 W. Congress Parkway	709	1	590	1
3700 W. Congress Parkway	710	1	571	1
3700 W. Congress Parkway	801	1	557	1
3700 W. Congress Parkway	802	1	593	1
3700 W. Congress Parkway	803	0	439	1
3700 W. Congress Parkway	804	1	571	1
3700 W. Congress Parkway	805	1	571	1
3700 W. Congress Parkway	806	1	569	1
3700 W. Congress Parkway	807	1	569	1
3700 W. Congress Parkway	808	0	444	1
3700 W. Congress Parkway	809	1	590	1
3700 W. Congress Parkway	810	1	571	1
3700 W. Congress Parkway	901	1	557	1
3700 W. Congress Parkway	902	1	593	1
3700 W. Congress Parkway	903	0	439	1
3700 W. Congress Parkway	904	1	571	1
3700 W. Congress Parkway	905	1	571	1
3700 W. Congress Parkway	906	1	569	1
3700 W. Congress Parkway	907	1	569	1
3700 W. Congress Parkway	908	0	444	1
3700 W. Congress Parkway	909	1	590	1
3700 W. Congress Parkway	910	1	571	1
3700 W. Congress Parkway	1001	1	557	1
3700 W. Congress Parkway	1002	1	593	1
3700 W. Congress Parkway	1003	0	439	1
3700 W. Congress Parkway	1004	1	571	1
3700 W. Congress Parkway	1005	1	571	1
3700 W. Congress Parkway	1006	1	569	1
3700 W. Congress Parkway	1007	1	569	1
3700 W. Congress Parkway	1008	0	444	1
3700 W. Congress Parkway	1009	1	590	1
3700 W. Congress Parkway	1010	1	571	1
3700 W. Congress Parkway	1101	1	557	1
3700 W. Congress Parkway	1102	1	593	1
3700 W. Congress Parkway	1103	0	439	1
3700 W. Congress Parkway	1104	1	571	1
3700 W. Congress Parkway	1105	1	571	1
3700 W. Congress Parkway	1106	1	569	1
3700 W. Congress Parkway	1107	1	569	1
3700 W. Congress Parkway	1108	0	444	1
3700 W. Congress Parkway	1109	1	590	1
3700 W. Congress Parkway	1110	1	571	1
3700 W. Congress Parkway	1201	1	557	1
3700 W. Congress Parkway	1202	1	593	1
3700 W. Congress Parkway	1203	0	439	1
3700 W. Congress Parkway	1204	1	571	1
3700 W. Congress Parkway	1205	1	571	1
3700 W. Congress Parkway	1206	1	569	1
3700 W. Congress Parkway	1207	1	569	1
3700 W. Congress Parkway	1208	0	444	1

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3700 W. Congress Parkway	1209	1	590	1
3700 W. Congress Parkway	1210	1	571	1
3700 W. Congress Parkway	1301	1	557	1
3700 W. Congress Parkway	1302	1	593	1
3700 W. Congress Parkway	1303	0	439	1
3700 W. Congress Parkway	1304	1	571	1
3700 W. Congress Parkway	1305	1	571	1
3700 W. Congress Parkway	1306	1	569	1
3700 W. Congress Parkway	1307	1	569	1
3700 W. Congress Parkway	1308	0	444	1
3700 W. Congress Parkway	1309	1	590	1
3700 W. Congress Parkway	1310	1	571	1
3700 W. Congress Parkway	1401	1	557	1
3700 W. Congress Parkway	1402	1	593	1
3700 W. Congress Parkway	1403	0	439	1
3700 W. Congress Parkway	1404	1	571	1
3700 W. Congress Parkway	1405	1	571	1
3700 W. Congress Parkway	1406	1	569	1
3700 W. Congress Parkway	1407	1	569	1
3700 W. Congress Parkway	1408	0	444	1
3700 W. Congress Parkway	1409	1	590	1
3700 W. Congress Parkway	1410	1	571	1
3700 W. Congress Parkway	1501	1	557	1
3700 W. Congress Parkway	1502	1	593	1
3700 W. Congress Parkway	1503	0	439	1
3700 W. Congress Parkway	1504	1	571	1
3700 W. Congress Parkway	1505	1	571	1
3700 W. Congress Parkway	1506	1	569	1
3700 W. Congress Parkway	1507	1	569	1
3700 W. Congress Parkway	1508	0	444	1
3700 W. Congress Parkway	1509	1	590	1
3700 W. Congress Parkway	1510	1	571	1
3700 W. Congress Parkway	1601	1	557	1
3700 W. Congress Parkway	1602	1	593	1
3700 W. Congress Parkway	1603	0	439	1
3700 W. Congress Parkway	1604	1	571	1
3700 W. Congress Parkway	1605	1	571	1
3700 W. Congress Parkway	1606	1	569	1
3700 W. Congress Parkway	1607	1	569	1
3700 W. Congress Parkway	1608	0	444	1
3700 W. Congress Parkway	1609	1	590	1
3700 W. Congress Parkway	1610	1	571	1