



\*2315945221\*

Doc# 2315945221 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/08/2023 04:10 PM PG: 1 OF 56

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

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

(Above Space for Clerk's Use Only)

**NOTICE**

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

THIS AFFORDABLE HOUSING COVENANT AND AGREEMENT (this "Agreement") is made on or as of June 8, 2023, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("Department"), and **PINE GROVE 2700 LLC**, an Illinois limited liability company, and **WRIGHTWOOD 400 LLC**, an Illinois limited liability company (together with their successors and assigns, the "Project Developer") and **OGDEN PARTNERS LISTER LLC**, an Illinois limited liability company, together with its successors and assigns, (the "Off-Site Developer"), and **MARK ORDOWER**, an individual as the guarantor of Developer ("Guarantor"), personally, and jointly and severally liable with Project Developer. Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

**RECITALS**

A. The Project Developer is the owner of the property located at 2700-10 North Pine Grove Avenue and 436 West Wrightwood Avenue, Chicago, Illinois 60614, as legally described on Exhibit A-1 attached hereto (the "Rezoned Property").

B. The City Council of the City (the "City Council"), by ordinance adopted on December 16, 2020, approved the rezoning of the Rezoned Property from RM-5 Residential Multi-Unit District to RM-6 Residential Multi-Unit District, and the Chicago Plan Commission subsequently approved the construction of a 6-story residential apartment building with a total of twenty-two (22) dwelling units (the "Triggering Project") under the Lake Michigan and Chicago Lakefront Protection Ordinance.

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

Di 2 of 3

Kouros

CC HE 2202130 LD

56

# UNOFFICIAL COPY

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

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

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

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

G. The Triggering Project is located in a Higher Income Area and constitutes a Larger Project. As a result, the Project Developer's ARO obligation is two (2) Affordable Units (10% of 22, rounded down), one (1) of which is a Required Unit (25% of 2, rounded up), which the Project Developer is obligated to provide either on-site or off-site.

H. The Project Developer has agreed to satisfy its affordable housing obligation by providing one Affordable Unit (the "Off-Site Affordable Unit") in a 3-story, 3-unit building (the "Off-Site Building") located at 2323 North Lister Avenue, Chicago, Illinois 60614 and is legally described on Exhibit A-2 attached hereto (the "Off-Site Property"), and paying an In Lieu Fee in the amount of \$151,879 for the other Affordable Unit. The Project Developer agrees that the Off-Site Affordable Unit must be affordable to Households at or below 50% of the AMI.

I. The construction of the Off-Site Affordable Unit is estimated to cost approximately \$672,529, as detailed in the preliminary budgets attached hereto as Exhibit C.

J. The City has determined that the construction of the residential unit in the Off-Site Building, if done to the specifications detailed in Exhibit B, will meet the requirements of the ARO.

K. The Project Developer and the Off-Site Developer acknowledge and agree that the Off-Site Affordable Unit must receive a Certificate of Occupancy (or, for renovations or alterations that do not require a Certificate of Occupancy, approval from the Department that the improvements have been completed in accordance with the terms of this Agreement) before the City will issue the Certificate of Occupancy for the Triggering Project.

L. As a specific condition precedent to the issuance of a building permit for the Triggering Project, (i) the Project Developer and the Off-Site Developer must execute this

# UNOFFICIAL COPY

Agreement and record it against the Rezoned Property and the Off-Site Property in order to secure the performance of each party's obligations under the ARO; (ii) the Project Developer must pay the required In Lieu Fee of \$151,879; and (iii) the Project Developer must pay a fee in the amount of \$5,000 for the Off-Site Affordable Unit to offset the Department's expenses in connection with monitoring and administering compliance with the requirements of the ARO.

M. As used herein, the term "Developer" shall refer to the Project Developer and the Off-Site Developer, and both parties shall be jointly and severally liable for all obligations related to the Off-Site Affordable Unit in accordance with Section 8.13 hereof.

N. The Project Developer and the Off-Site Developer are executing this Agreement to satisfy the requirement set forth in (L)(i) above relating to the construction of the Off-Site Affordable Unit.

NOW THEREFORE, the Project Developer, the Off-Site Developer, and the 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 "*Acquisition Assistance*" means the City's sale of real property to a developer (a) upon which a Residential Housing Project is subsequently developed, or (b) any portion of which is incorporated into a Residential Housing Project site in order to satisfy minimum off-street parking, minimum lot area, setback or other zoning or Municipal Code requirements or standards.

1.2 "*Affordable*" means a sales price or monthly rent less than or equal to the amount at which total monthly housing costs, as specified in the Rules, would total not more than 30% of the income of a Household whose income is the maximum allowable for an Eligible Household.

1.3 "*Affordable Housing*" means rental or owner-occupied housing, as applicable, which is Affordable to Eligible Households.

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

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

1.6 "*Affordable Units*" means those Units in the Project and/or, if applicable, an approved off-site location which will be leased to and occupied by Eligible Households, as more specifically identified in Section 4.1(a). The Affordable Units must comply with the requirements of Section 4.

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

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

# UNOFFICIAL COPY

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

1.10 “*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.

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

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

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

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

1.15 “*Compliance Certificate*” means an annual compliance certificate in the Department’s then-current form. The Department’s form as of the date hereof is attached hereto as Exhibit D.

1.16 “*Condominium*” means a form of property established pursuant to the Illinois Condominium Property Act, as amended.

1.17 “*Department*” means the Department of Housing of the City or any successor department.

1.18 “*Developer*” is defined in the Recitals.

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

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

1.21 “*Event of Default*” is defined in Section 6.3.

1.22 “*In Lieu Fee*” means a fee in lieu of the establishment of Affordable Units in the following amounts, adjusted annually pursuant to the ARO:

- (a) \$60,751 per unit in Low-Moderate Income Areas;

# UNOFFICIAL COPY

(b) \$151,879 per unit in Higher Income Areas, or \$121,503 per unit if the developer enters into an Authorized Agency Agreement with respect to a minimum of 25% of the required Affordable Units; and

(c) \$212,630 per unit in Downtown Districts, or \$182,254 per unit if the developer enters into an Authorized Agency Agreement with respect to a minimum of 25% of the required Affordable Units.

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

1.24 "*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.

1.25 "*Guarantor*" is defined in the preamble of this Agreement.

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

1.27 "*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.

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

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

1.30 "*Journal*" means the Journal of the Proceedings of the City Council of the City.

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

1.32 "*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.

1.33 "*Market-Rate Unit*" means a Unit in the Residential Project or, if applicable, at an Off-Site location that is not an Affordable Unit and that may be sold or rented at any price.

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

1.35 "*Off-Site*" means a location different from the site of the Triggering Project.

1.36 "*On-Site*" means the same location as the Triggering Project.

1.37 "*Off-Site Affordable Unit*" is defined in the Recitals.

# UNOFFICIAL COPY

1.38 "Off-Site Building" is defined in the Recitals.

1.39 "Off-Site Developer" is defined in the preamble of this Agreement.

1.40 "Off-Site Property" is defined in the Recitals.

1.41 "Project Developer" is defined in the preamble of this Agreement.

1.42 "Release" is defined in Section 5.1.

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

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

1.45 "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.

1.46 "Rezoned Property" is defined in the Recitals.

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

1.48 "Term" is defined in Section 2.

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

1.50 "Triggering Project" is defined in the Recitals.

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

1.52 "Zoning Assistance" means a change in the zoning of property in any of the following circumstances: (a) to permit a higher floor area ratio than would otherwise be permitted in the base district, including through transit-served location floor area premiums where the underlying base district does not change; (b) to permit a higher floor area ratio or to increase the overall number of housing units than would otherwise be permitted in an existing planned



# UNOFFICIAL COPY

development, as specified in the Bulk Regulations and Data Table, even if the underlying base district for the planned development does not change; (c) from a zoning district that does not allow household living uses to a zoning district that allows household living uses; (d) from a zoning district that does not allow household living uses on the ground floor of a building to a zoning district that permits household living uses on the ground floor; or (e) from a Downtown District to a planned development, even if the underlying base district for the property does not change.

**SECTION 2. TERM OF COVENANT.** The Project Developer and the Off-Site Developer, for themselves and their successors and assigns, agree to be bound by the terms and provisions of this Agreement for the period (the "Term") commencing on the date hereof and expiring on the thirtieth (30<sup>th</sup>) anniversary of the Final Lease Commencement Date; provided, however, if any Affordable Unit is converted to a condominium unit within the Term, a new affordability period of 30 years shall begin on the date of the initial sale of such condominium unit in accordance with Section 2-44-080(H)(2). The Developer shall provide written notice of the Completion Date to the Department within thirty (30) days of the Completion Date.

**SECTION 3. AGREEMENT TO RUN WITH THE LAND.** The Project Developer and Off-Site Developer hereby declare their express intent that the covenants, restrictions, and agreements set forth herein shall be deemed covenants, restrictions, and agreements running with the land from the date hereof to the expiration of the Term and shall pass to and be binding upon any successor in title to all or any portion of the Property or Project. If the Developer sells or otherwise transfers the Property or Project (or any portion thereof), it shall notify the City within sixty (60) days of such sale or transfer. Upon such transfer, the transferee shall automatically be bound by the terms of this Agreement and the Developer and Guarantor shall be released from liability arising out of or resulting from any breach or default by the transferee under the terms of this Agreement occurring on or after the effective date and time of the transfer.

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

### 4.1 Method of Compliance.

(a) *Affordable Units Off-Site.* The Developer shall establish and maintain one Affordable Unit in the Off-Site Building, with 4 bedrooms and square footage of approximately 1,800 square feet.

(b) *Payment of In Lieu Fee.* Prior to or concurrent with the execution of this Agreement, the Developer shall pay the City the In Lieu Fee amount of \$151,879.

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

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

(b) *Comparable to Market-Rate Units.* The Affordable Units shall be comparable to the market-rate Units in the 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

# UNOFFICIAL COPY

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 Project, as long as such finishes and features are durable, of good and new quality, and are consistent with then-current standards for new housing.

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

(e) *Parking.* The Affordable Units shall have functionally equivalent parking when parking is provided to the other Units in the Project (and/or Off-Site Development, if applicable).

(f) *Timing of Construction of Affordable Units.* The Affordable Units in the Project shall be constructed, completed, ready for occupancy, and marketed concurrently with or prior to the market-rate Units in the Project. At the Department's request, the Developer shall provide a report, in a form acceptable to the Department, on the progress of the construction of the Affordable Units in relation to the construction of the market-rate Units. Notwithstanding the foregoing, the Commissioner may approve an alternative timing plan, provided the Developer posts a bond or similar security in accordance with Section 2-44-080(U)(7) of the ARO.

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

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

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

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



# UNOFFICIAL COPY

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

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

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

4.8 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the rental of any Affordable Unit.

4.9 Affordable Unit Leases.

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

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

# UNOFFICIAL COPY

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

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

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

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

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

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

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

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

(c) The Developer shall not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable Unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. To terminate or refuse to renew tenancy, the Developer must serve written notice upon the tenant specifying the grounds for the action at least 60 days prior to the termination of tenancy. The Developer shall also comply with all applicable state and local laws regarding tenant protections.

(d) The Developer agrees that it shall not impose any fees for construction management or for inspections for compliance with property standards. Nothing in this subsection shall prohibit the Developer from charging prospective tenants reasonable application fees (as determined by the City in its sole discretion).

(e) All tenant lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of the Developer, which is unrelated to the Affordable Units, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Developer employs a

# UNOFFICIAL COPY

management agent for the Project, the Developer shall require such agent to comply with the requirements of this Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

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

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

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

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

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

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

5.1 Upon satisfaction of the requirements set forth in this Section 5, and upon the Project Developer's written request, which shall include a final budget detailing and documenting the total actual cost of the construction or rehabilitation of the Off-Site Affordable Units, the Department shall issue to the Project Developer a release ("Release") in recordable form certifying that the Project Developer has fulfilled its obligations to establish the Off-Site Affordable Units in accordance with the terms of this Agreement and that the remaining obligations related to the Off-Site Property are assumed by the Off-Site Developer. The Release shall not, however, constitute evidence that the Project Developer or the Off-Site Developer have complied with any laws relating to the construction or rehabilitation of the Off-Site Affordable Unit, and shall not serve as any "guaranty" as to the quality of the construction.

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

(a) The construction or rehabilitation, as applicable, of the Off-Site Affordable Unit

# UNOFFICIAL COPY

and common areas have been completed in accordance with Exhibit D, all building code violations have been addressed to the City's satisfaction, and the 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 or Off-Site 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 ensure compliance, the Project Developer shall resubmit a written request for the Release upon compliance with the Department's response.

## SECTION 6. REMEDIES AND ENFORCEABILITY.

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

6.2 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 6.3(a). Furthermore, no notice or cure period shall apply to defaults under Section 6.3(c), unless the Developer can prove that the tenant provided the Developer with false information that the Developer could not have discovered through reasonable due diligence.

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

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

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

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

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

(e) The Developer fails to comply with the leasing procedures and requirements set forth in Sections 4.6 through 4.9, including but not limited to, the Developer's use of leasing procedures and requirements for Affordable Units that are inconsistent with the leasing procedures and requirements for market-rate Units.

# UNOFFICIAL COPY

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

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

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

6.4 Remedies. If an Event of Default occurs, and the default is not cured in the time period provided for in Section 6.2 (if applicable), the City may pursue and secure any remedy specified in the ARO, including, with respect to any violation of Section 6.3(a), the imposition of a fine in an amount equal to two times the required In Lieu Fee and the revocation of the Developer's residential real estate developer license, and with respect to a violation of Section 6.3(c), the imposition of a fee in the amount specified in the ARO per Affordable Unit per day for each day that the Developer is in noncompliance.

6.5 Cumulative Remedies. The City's remedies hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon the City or hereafter existing at law or in equity.

## SECTION 7. DEVELOPER'S REPRESENTATIONS AND COVENANTS.

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

7.1 The Project Developer is an Illinois limited liability company, and the Off-Site Developer is an Illinois limited liability company, both duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Project Developer and Off-Site Developer are in good standing and authorized to do business in the State of Illinois. The Project Developer and Off-Site Developer have full power and authority to acquire, own and develop the Property, and the persons signing this Agreement on behalf of the Project Developer and Off-Site Developer have the authority to do so.

7.2 The Project Developer and Off-Site Developer have the right, power, and authority to enter into, execute, deliver, and perform this Agreement. The Project Developer's and Off-Site Developer's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action, and do not and will not violate either party's 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 the Project Developer, or the Off-Site Developer, or any party affiliated with the Project Developer or Off-Site Developer, is a party or by which the Project Developer, or the Off-Site Developer or the Rezoned Property or Off-Site Property is now or may become bound.

7.3 All of the statements, representations, and warranties contained in the Affordable Housing Profile Form and any other document submitted by the Project Developer or Off-Site Developer to the City in connection with this Agreement are true, accurate, and complete.



# UNOFFICIAL COPY

## SECTION 8. GENERAL PROVISIONS.

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

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

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

8.4 Modification. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. For the avoidance of doubt, any amendment to this Agreement shall be promptly recorded, at the sole expense of the Developer, in the Office of the Cook County Clerk, Recordings Division.

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) email, provided that there is written confirmation of such communication; (c) overnight courier; or (d) registered or certified first-class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing 121 North LaSalle Street, Room 1003 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Project Developer:	Pine Grove 2700 LLC 333 S. Desplaines Street, Suite 207 Chicago, Illinois 60661 Attn: Mark Ordower
	Wrightwood 400 LLC 333 S. Desplaines Street, Suite 207 Chicago, Illinois 60661 Attn: Mark Ordower
If to the Guarantor:	Mark Ordower 333 South Desplaines Avenue, Suite 207



# UNOFFICIAL COPY

Chicago, Illinois 60661

If to the Off-Site Developer:

Ogden Partners Lister LLC  
333 South Desplaines Avenue, Suite 207  
Chicago, Illinois 60661  
Attn: Mark Ordower

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 email, provided that such email transmission is confirmed as having occurred at or prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand, or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 7.5 shall constitute delivery.

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

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

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

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

# UNOFFICIAL COPY

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

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

8.13 Joint and Several Liability. The Project Developer and the Off-Site Developer agree that they are, together with the Guarantor, 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 and Guarantor shall be deemed to have been made by, and be binding upon, the other entity and its successors and assigns, and the Guarantor. The City may bring an action against any such entity or Guarantor with respect to the obligations under the ARO and this Agreement without regard to whether an action is brought against the other entities or individuals.

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

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

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

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

8.18 Additional Security to Secure Affordable Housing Units. Guarantor hereby personally guarantees to the City the performance of the obligations of Section 4.1(a) hereof as if Guarantor were Developer hereunder. This guaranty shall in all respects be Guarantor's

# UNOFFICIAL COPY

absolute, continuing, unconditional, and irrevocable guaranty with respect to the Affordable Units in accordance with the terms of this Agreement. Guarantor will pay without the necessity of prior demand beyond the notice required by Section 5.2 hereof, any and all amounts due and owing under this Agreement pursuant to 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 Developer or any other person or entity prior to the enforcement of its rights under this guaranty. Except as set forth below, this guaranty shall in no way be impaired or affected by any assignment of this Agreement, delay in enforcing any of the terms, conditions and covenants of this Agreement, bankruptcy, or receivership (either voluntary or involuntary) of Developer, or assignment by Developer for the benefit of creditors. This guaranty shall expire upon the City's inspection of the Project confirming Developer's compliance with Section 4.1(a) hereof. Such inspection shall occur within 30 days after the pre-marketing meeting described in Section 4.6 hereof and before occupancy of the Affordable Units. Pursuant to Section 3, if the Developer sells or assigns the Property or the Project, the City shall release Guarantor from the obligations hereunder, within thirty (30) days of such purchaser providing either a personal guaranty from a principal, or if the Department is provided with certified financials for same that are approved by the Department, a related corporate entity, or a letter of credit, in a form approved by the Department. If the Guarantor involuntarily loses control of the Property or Project, this guaranty shall have no further force or effect, unless the Guarantor regains control of the Property or Project. The additional security required by this Section 8.18 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 PAGES FOLLOW]



# UNOFFICIAL COPY

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

**PROJECT DEVELOPER:**

**WRIGHTWOOD 400 LLC**, an Illinois limited liability company

By: *Mark Ordower*  
**OGDEN PARTNERS, INC.**, its manager

By: *Mark Ordower*  
Mark Ordower  
Its President, and authorized signatory

STATE OF IL )  
COUNTY OF Cook ) ss

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mark Ordower, as President and authorized signatory of Ogden Partners, Inc., the Manager of WRIGHTWOOD 400 LLC, an Illinois limited liability company (the "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.

GIVEN under my hand and notarial seal this 8 day of June, 2023

*Diane M Jeffries*  
Notary Public









# UNOFFICIAL COPY

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

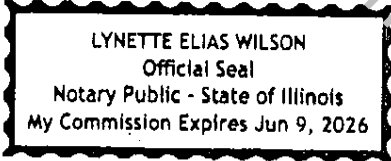
**CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government

By: *Marisa C. Novara*  
Marisa C. Novara  
Department of Housing Commissioner

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 *June 7*, 2023  
*Lynette Elias Wilson*  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A-1

### LEGAL DESCRIPTION OF REZONED PROPERTY

LOTS 48, 49 AND 50, AND THAT PART OF LOT 51 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN SYDNEY COURT, AT THE SOUTHEASTERLY CORNER OF SAID LOT 51, RUNNING THENCE NORTHWESTERLY ALONG WESTERLY LINE OF SAID SYDNEY COURT 25 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SOUTH LINE OF SAID LOT 51 AND AT RIGHT ANGLES WITH SAID SYDNEY COURT, 125 FEET, MORE OR LESS TO ALLEY; THENCE SOUTHEASTERLY ALONG EAST LINE OF SAID ALLEY, 25 FEET MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 51; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 51, 125 FEET, MORE OR LESS TO POINT OF BEGINNING, ALL IN THE SUBDIVISION OF BLOCKS 1 AND 2, IN THE SUBDIVISION OF OUTLOT "A" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

EXCEPT: CHURCH PARCEL 1:

THAT PART OF LOT 48 IN THE SUBDIVISION OF BLOCKS 1 AND 2, IN THE SUBDIVISION OF OUTLOT "A" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.06 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.06 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 48; THENCE NORTH 22 DEGREES 03 MINUTES, 05 SECONDS WEST ALONG THE WEST LINE OF LOT 48 AFORESAID 11.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 26.87 FEET; THENCE SOUTH 22 DEGREES 00 MINUTES 26 SECONDS EAST 2.05 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 62.96 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 26 SECONDS WEST 2.05 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 24.64 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 26 SECONDS WEST 13.79 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 1.08 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 26 SECONDS WEST 11.31 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 1.61 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 26 SECONDS WEST 8.76 FEET; THENCE SOUTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 32.40 FEET; THENCE NORTH 21 DEGREES 57 MINUTES 24 SECONDS WEST 7.49 FEET; THENCE SOUTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 46.94 FEET; THENCE SOUTH 21 DEGREES 57 MINUTES 24 SECONDS EAST 7.58 FEET; THENCE SOUTH 68 DEGREES 02 MINUTES 36 SECONDS WEST 37.85 FEET TO A POINT ON THE WEST LINE OF SAID LOT 48; THENCE SOUTH 22 DEGREES 03 MINUTES 05 SECONDS EAST ALONG THE WEST LINE OF LOT 48 AFORESAID 38.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT CHURCH PARCEL 2:

THAT PART OF LOT 48 IN THE SUBDIVISION OF BLOCKS 1 AND 2, IN THE SUBDIVISION OF OUTLOT "A" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.06 FEET

# UNOFFICIAL COPY

ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 48; THENCE NORTH 22 DEGREES 03 MINUTES, 05 SECONDS WEST ALONG THE WEST LINE OF LOT 48 AFORESAID 11.75 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 26.87 FEET; THENCE SOUTH 22 DEGREES 00 MINUTES 26 SECONDS EAST 2.05 FEET; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 10.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67 DEGREES 59 MINUTES 34 SECONDS EAST 42.55 FEET; THENCE SOUTH 22 DEGREES 00 MINUTES 26 SECONDS EAST 9.70 FEET TO A POINT OF THE SOUTH LINE OF SAID LOT 48; THENCE SOUTH 67 DEGREES 59 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF LOT 48 AFORESAID 42.55 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 26 SECONDS WEST 9.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PART OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT:

ALL OF LOTS 48, 49 AND 50, AND THAT PART OF LOT 51 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN SYDNEY COURT, AT THE SOUTHEASTERLY CORNER OF SAID LOT 51, RUNNING THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID SYDNEY COURT 25 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SOUTH LINE OF SAID LOT 51 AND AT RIGHT ANGLES WITH SAID SYDNEY COURT, 125 FEET MORE OR LESS, TO ALLEY; THENCE SOUTHEASTERLY ALONG EAST LINE OF SAID ALLEY, 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 51; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 51, 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN THE SUBDIVISION OF OUT LOT "A" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS, UTILITIES AND MAINTENANCE OF IMPROVEMENTS, AS SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT AND DECLARATION DATED June 8, 2023 AND RECORDED June 8, 2023 AS DOCUMENT NO. 2315945222

ADDRESS: 2700-10 NORTH PINE GROVE AVENUE, AND 436 WEST WRIGHTWOOD AVENUE, CHICAGO, ILLINOIS 60614

PIN: 14-28-309-025-0000  
14-28-309-026-0000  
14-28-309-027-0000

# UNOFFICIAL COPY

## EXHIBIT A-2

### LEGAL DESCRIPTION OF OFF-SITE PROPERTY

LOT 27 IN BLOCK 6 IN FULLTERTON'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2323 NORTH LISTER STREET, CHICAGO, ILLINOIS 60614

PIN: 14-31-204-008-0000

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

### AFFORDABLE HOUSING PROFILE FORM FOR ON-SITE AND OFF-SITE AFFORDABLE HOUSING UNITS STANDARDS

(ATTACHED)

(REMAINING PAGE LEFT BLANK)

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

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

**ARO Affordable Housing Profile Form (AHP)**

Submit this form for projects that are subject to the ARO. More information is online at [www.cityofchicago.org/ARO](http://www.cityofchicago.org/ARO).

This completed form should be returned to the Department of Housing (DOH), 121 N LaSalle Street, 10th Floor, Chicago, IL 60602. E-mail: [ARO@cityofchicago.org](mailto:ARO@cityofchicago.org)

Date: June 5, 2023

**DEVELOPMENT INFORMATION**

Development Name: 2700 PINE GROVE

Development Address: 2700-2710 N. Pine Grove Ave., 436 W. Wrightwood Ave.

Zoning Application Number, if applicable: 20531-T1                      Ward: 43

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

**Type of City Involvement**

check all that apply

- City Land
- Financial Assistance
- Zoning increase
- Planned Development (PD)
- Transit Served Location (TSL) project

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

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

**DEVELOPER INFORMATION**

Developer Name Pine Grove 2700 LLC & Wrightwood 400 LLC

Developer Contact Fenton Booth

Developer Address 333 S. Desplaines St. #207, Chicago, IL 60661

Email [fenton.booth@yahoo.com](mailto:fenton.booth@yahoo.com)

Developer Phone 312-415-9001

Attorney Name Mark R. Ordower

Attorney Phone 312-441-0620

**TIMING**

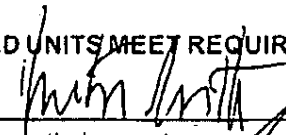
Estimated date marketing will begin February 15, 2025

Estimated date of building permit\* June 15, 2023

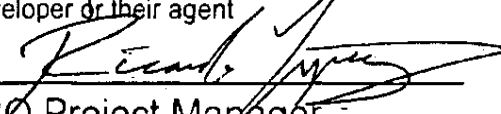
Estimated date ARO units will be complete October 15, 2024

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

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

  
 \_\_\_\_\_  
 Developer or their agent

June 5, 2023  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 ARO Project Manager

6/6/2023  
 \_\_\_\_\_  
 Date



**UNOFFICIAL COPY**

Your application will be reviewed when required documentation has been received. Off-Site Units fall into one of three categories: New Construction (NC); Significant Rehab (SR) and Prior Rehab (PR). Documentation is also required for the Subject Property (SP); the property that triggered the ARO Requirement. The documents required for each are listed below:

SP	NC	SR	PR	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Evidence of Site Control
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Project Budget, with per-unit cost breakdown & documentation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		CMA or appraised value of proposed, for sale, off-site units
<input checked="" type="checkbox"/>	<input type="checkbox"/>			Description + Schedule of anticipated building permits
			<input type="checkbox"/>	Certificate of Occupancy + Approved Plans & Permits (CoFO must be <3 years old, or <1 year, if low-mod zone)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Management Plan for off-site building that includes ARO units and a Marketing Brochure
		<input type="checkbox"/>	<input type="checkbox"/>	Signed Statement attesting that units are currently vacant - OR -
		<input type="checkbox"/>	<input type="checkbox"/>	Income Qualification packets, if current tenants are income-qualified & intend to lease ARO units
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Completed ARO Unit Evaluation Table
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Recent permits: most recent permits for all major systems; plumbing, electrical, HVAC, Mechanicals and building envelope.

Does the proposed off-site project require a zoning change or financial assistance from the City?

Yes  No

### Construction Drawings/Submissions

The Development team and the Architect of Record should prepare and submit the following information for review. One hard copy and one electronic pdf of all materials, plans, sketches, and photos should be submitted for review. Label each attachment to correspond to the requirement below (ie "Master Plan" etc)

- All Projects:**
- Project narrative:** should briefly summarize (one page, double-spaced) the project work scope, development objectives, site, building construction systems (identify wall, floor and roof construction), building design concepts and environmental
  - Master plan:** should locate the project site(s), depict the adjacencies to existing properties and, in the case of larger developments, illustrate proximity of proposed multiple sites.
  - Context photographs and drawings:** photos of all sites and existing buildings, photos should include nearest adjacent buildings.
  - Floor plans:** should clearly depict room designations, dimensions and typical furniture layout
  - Building section (optional):** should identify building materials, structural framing, depth of footings/foundations, ceiling heights of interior spaces and general floor and roof framing.
  - Site / Landscape plan:** conceptual site plan should identify setbacks, easements, number of parking spaces provided/required; refuse pick-up areas, utilities and pedestrian environment issues. Illustrate the type of plant materials, location of shrubs and trees, ground treatment, security fencing and other site features.
  - Front, side and rear elevations:** Illustrate selection and location of materials, doors, fenestration and roof configuration. Drawings should also indicate vertical heights and depth of foundations when a section drawing is not provided. For existing buildings, provide photographs of all exterior elevations.

Additional documents may be requested during the review by Construction & Compliance staff. A \$5,000/unit fee is required for prior to the issuance of the building permit for the ARO-triggering property.



AFFORDABLE REQUIREMENTS ORDINANCE

# UNOFFICIAL COPY

ARO Web Form

## Applicant Contact Information

Name: Fenton Booth

Email: fenton.booth@yahoo.com

## Development Information

### Address

Printed Date: 06/02/2023

Number From: 2700 Number To: 2710 Direction: N Street Name: Pine Grove Avenue

Number From: 436 Direction: West Street Name: Wrightwood Avenue Postal Code: 60614

### Development Name

2700 PINE GROVE

Are you rezoning to downtown?: No

Is your project subject to the ARO Pilots?: 2015 ARO REQUIREMENTS APPLY

### Information

Ward: 43

ARO Zone: Higher Income

### Details

ARO Trigger: ZC

Total Units 22

Development Type: Rent

TSL Project: TSL-or FAR doesn't exceed 3.5

Date Submitted: 06/02/2023

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Requirements

Affordable Units: 2 \*Required On-site Affordable Units: 1

How do you intend to meet your required obligation

On-Site: 0 Off-Site: 1

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

Total Units: 1 In-Lieu Fee Owed: \$151,879

## Off-Site Unit Information

### Address

Number: 2323 Direction: N

Street Name: Lister Avenue

Postal Code: 60614

### Information

Zone of Off-site Units: Higher Income

Ward of Off-site Units: 32

Distance to Primary Development: 1.9 miles

Off-site Administrative Fee: \$7,000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

Zoning Application number, if applicable: 23-11-11

Address: 2700 W. N. Pine Grove Ave. and 436 W. Halsted Ave., Chicago 60614

is this a For Sale or Rental Project? Rental

Anticipated average rent/price? \$1.30 per month

Total Units in Project: 22

Will ARD Units be on-site or off-site? On-site

Off-site Units: 1

Enter Address of Off-site Units: 2323 N. Lister Ave.

unit type	Market rate			On-Site ARD Units			Off-Site ARD Units				
	how many?	% of total	avg. square footage	how many?	% of total	avg. square footage	affordable v. market square footage*	how many?	% of total	avg. square footage*	affordable v. market square footage*
studio	0	0%	0	0	0%	0	0%	0	0%	0	0%
one-bed	0	0%	0	0	0%	0	0%	0	0%	0	0%
two-bed	0	0%	0	0	0%	0	0%	0	0%	0	0%
three-bed	22	100%	2,557	0	0%	0	0%	0	0%	0	0%
four-bed	0	0%	0	0	0%	0	0%	1	100%	1,800	100%

All projects with proposed ARD units must complete this tab

	Market Rate Units	Off-Site Affordable Units
Parking	garage parking	garage parking
Laundry	in unit washer/dryer stacked	in unit washer/dryer stacked
<b>Appliances</b>		
Refrigerator	new/EnergyStar, 42" side-by-side/stainless steel/Fisher Paykel or equal	new/EnergyStar, 36" side-by-side/stainless steel/GE or equal
Dishwasher	new/EnergyStar/Fisher Paykel or equal/stainless steel	new/EnergyStar/GE or equal/stainless steel
Stove/Oven	new/EnergyStar/Fisher Paykel or equal/gas/stainless steel	new/EnergyStar/GE or equal/gas/stainless steel
Microwave	new/EnergyStar/GE or equal/20" wide/stainless steel/black	new/EnergyStar/GE or equal/20" stainless steel/black
Bathroom(s)	3 full baths/0-1 half baths depending on unit type	2 full baths
Half bath? Full bath?		
Kitchen countertops	Quartz	Quartz
Flooring	wood laminate living and bedroom areas	wood laminate living and bedroom areas
material	Porcelain tile bath floors and walls	Porcelain tile bath floors and walls
HVAC	VRF electric heat/central A/C	gas forced air / central A/C
Other		

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



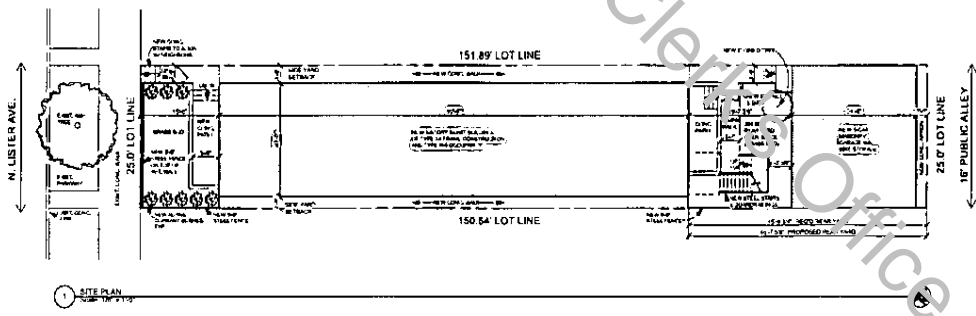


# UNOFFICIAL COPY

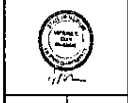
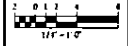
COOK COUNTY CLERK OFFICE  
 RECORDING DIVISION  
 118 N. CLARK ST. ROOM 120  
 CHICAGO, IL 60602-1307

Property of Cook County Clerk's Office

ZONING DATA	
<b>GENERAL INFORMATION</b>	
ZONING DISTRICT	RT4
<b>AREAS</b>	
LOT AREA	3783 SF
MINIMUM LOT AREA	100 SF
FLOOR AREA RATIO	1.2
MAXIMUM FLOOR AREA	4537.2 SF
<b>PROPOSED ADDITIONAL FLOOR AREA</b>	
FIRST FLOOR	1800
SECOND FLOOR	1400
THIRD FLOOR	533
TOTAL PROPOSED FLOOR AREA	4233 SF
REMAINING ALLOWABLE AREA	42.2 SF
<b>SETBACKS</b>	
FRONT YARD SETBACK	AVERAGE OR 11 MIN. FRONT YARD = 15'0"
REAR YARD SETBACK	MIN. 20% LOT DEPTH REAR YARD = 45'0"
SIDE YARD SETBACK	MIN. 5% MAX. 5' LEFT SIDE YARD = 3'0"
	MIN. 5% MAX. 5' RIGHT SIDE YARD = 3'0"
REAR YARD OPEN SPACE	REQUIRED 6.5% OF LOT PROPOSED 346.7 SF 308 SF
MAXIMUM BUILDING HEIGHT	30' 11'



SEARCHED	INDEXED
SERIALIZED	FILED
OCT 10 2013	
CHICAGO, ILL.	

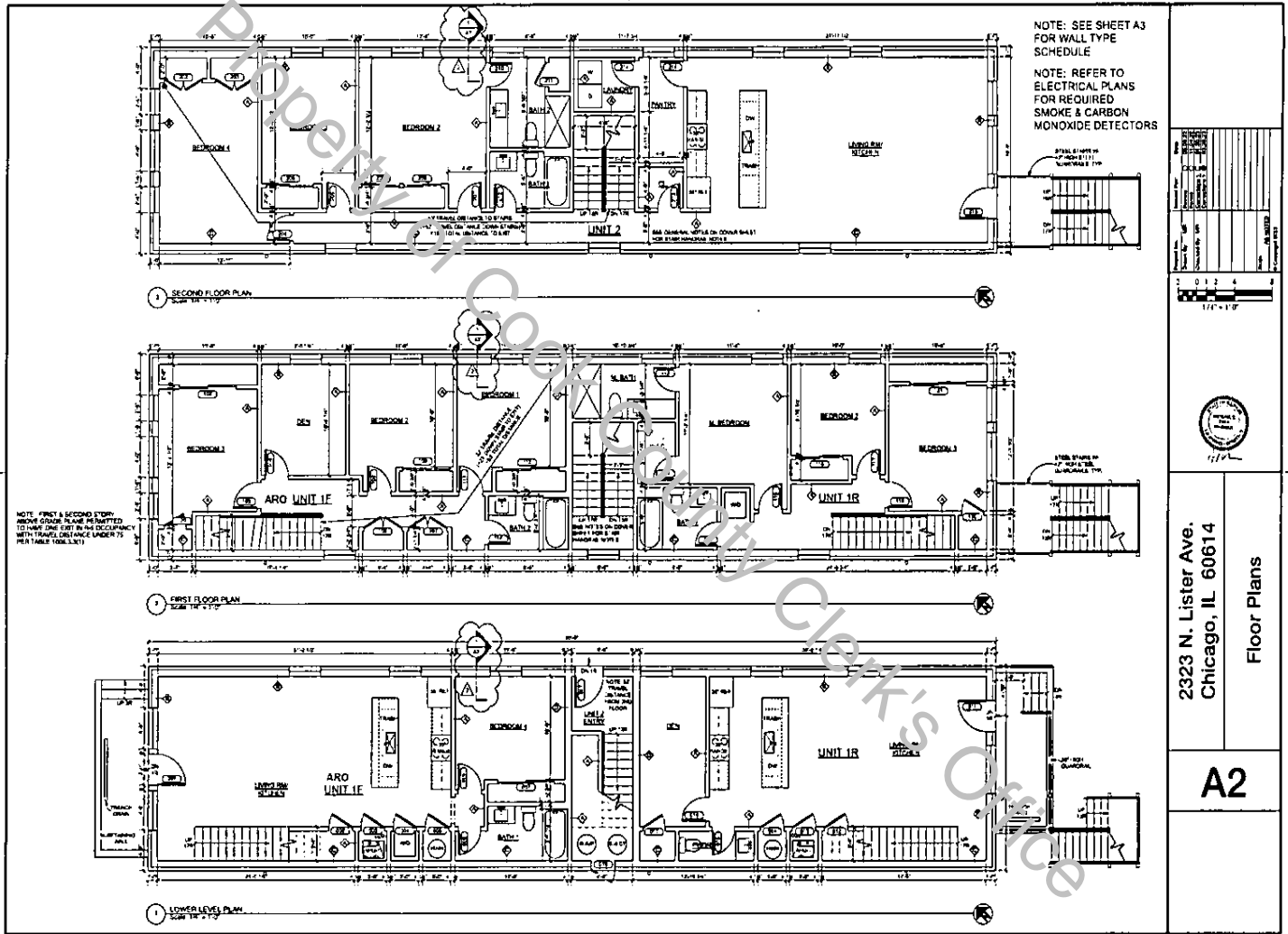


2323 N. Lister Ave.  
 Chicago, IL 60614  
 Site Plan

**A1**

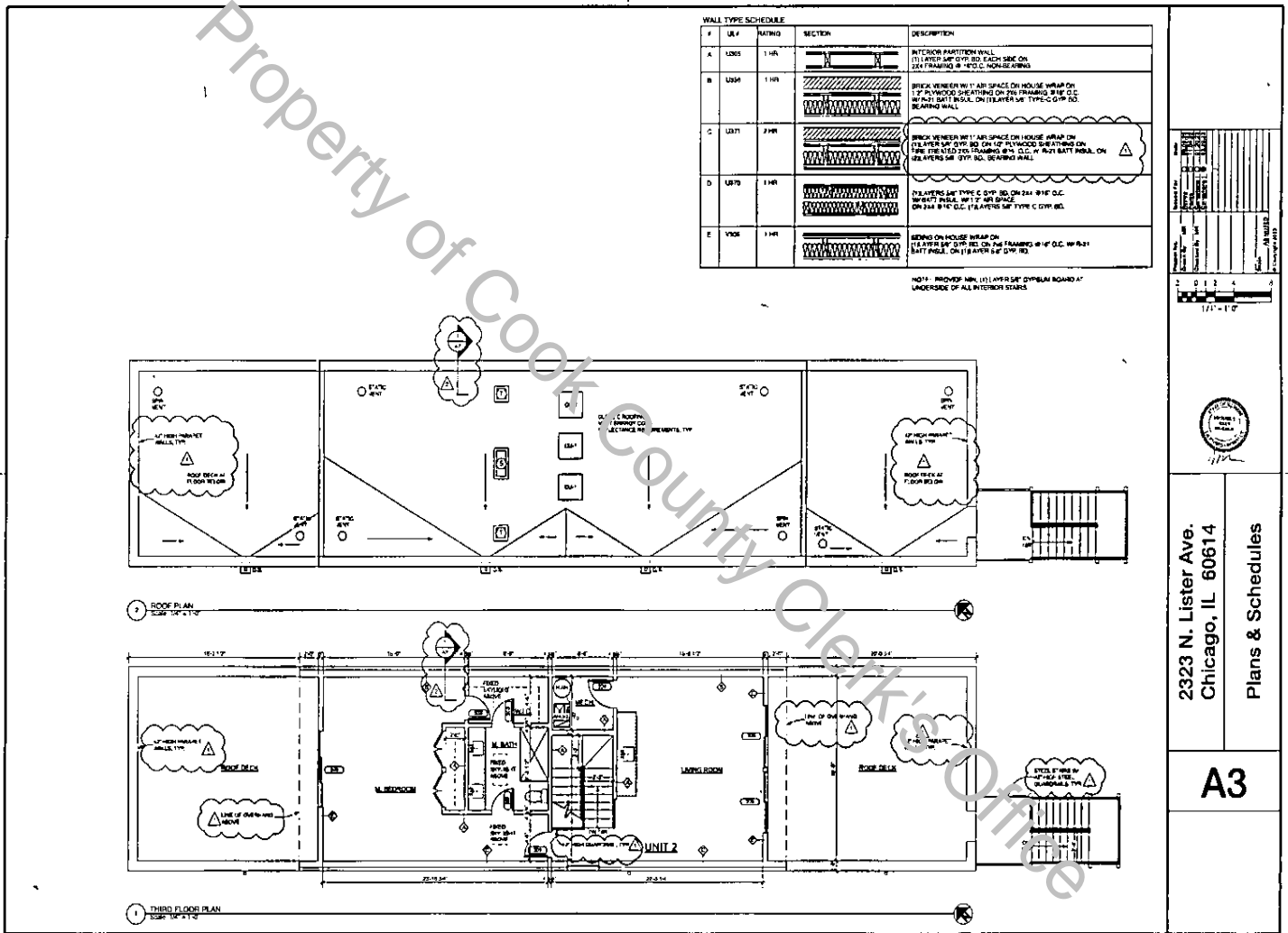
# UNOFFICIAL COPY

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

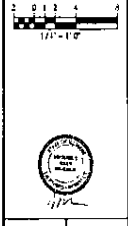


# UNOFFICIAL COPY

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



NO.	DATE	REVISION



2323 N. Lister Ave.  
 Chicago, IL 60614  
 Plans & Schedules

A3

# UNOFFICIAL COPY

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1307

**DOOR SCHEDULE**

NO.	TYPE	MATERIAL	GLASS
1	DOOR	STEEL	GLASS
2	DOOR	STEEL	GLASS
3	DOOR	STEEL	GLASS
4	DOOR	STEEL	GLASS
5	DOOR	STEEL	GLASS
6	DOOR	STEEL	GLASS
7	DOOR	STEEL	GLASS
8	DOOR	STEEL	GLASS
9	DOOR	STEEL	GLASS
10	DOOR	STEEL	GLASS
11	DOOR	STEEL	GLASS
12	DOOR	STEEL	GLASS
13	DOOR	STEEL	GLASS
14	DOOR	STEEL	GLASS
15	DOOR	STEEL	GLASS
16	DOOR	STEEL	GLASS
17	DOOR	STEEL	GLASS
18	DOOR	STEEL	GLASS
19	DOOR	STEEL	GLASS
20	DOOR	STEEL	GLASS
21	DOOR	STEEL	GLASS
22	DOOR	STEEL	GLASS
23	DOOR	STEEL	GLASS
24	DOOR	STEEL	GLASS
25	DOOR	STEEL	GLASS
26	DOOR	STEEL	GLASS
27	DOOR	STEEL	GLASS
28	DOOR	STEEL	GLASS
29	DOOR	STEEL	GLASS
30	DOOR	STEEL	GLASS
31	DOOR	STEEL	GLASS
32	DOOR	STEEL	GLASS
33	DOOR	STEEL	GLASS
34	DOOR	STEEL	GLASS
35	DOOR	STEEL	GLASS
36	DOOR	STEEL	GLASS
37	DOOR	STEEL	GLASS
38	DOOR	STEEL	GLASS
39	DOOR	STEEL	GLASS
40	DOOR	STEEL	GLASS
41	DOOR	STEEL	GLASS
42	DOOR	STEEL	GLASS
43	DOOR	STEEL	GLASS
44	DOOR	STEEL	GLASS
45	DOOR	STEEL	GLASS
46	DOOR	STEEL	GLASS
47	DOOR	STEEL	GLASS
48	DOOR	STEEL	GLASS
49	DOOR	STEEL	GLASS
50	DOOR	STEEL	GLASS

**NATURAL LIGHT AND VENTILATION SCHEDULE**

NO.	TYPE	MATERIAL	GLASS
1	DOOR	STEEL	GLASS
2	DOOR	STEEL	GLASS
3	DOOR	STEEL	GLASS
4	DOOR	STEEL	GLASS
5	DOOR	STEEL	GLASS
6	DOOR	STEEL	GLASS
7	DOOR	STEEL	GLASS
8	DOOR	STEEL	GLASS
9	DOOR	STEEL	GLASS
10	DOOR	STEEL	GLASS
11	DOOR	STEEL	GLASS
12	DOOR	STEEL	GLASS
13	DOOR	STEEL	GLASS
14	DOOR	STEEL	GLASS
15	DOOR	STEEL	GLASS
16	DOOR	STEEL	GLASS
17	DOOR	STEEL	GLASS
18	DOOR	STEEL	GLASS
19	DOOR	STEEL	GLASS
20	DOOR	STEEL	GLASS
21	DOOR	STEEL	GLASS
22	DOOR	STEEL	GLASS
23	DOOR	STEEL	GLASS
24	DOOR	STEEL	GLASS
25	DOOR	STEEL	GLASS
26	DOOR	STEEL	GLASS
27	DOOR	STEEL	GLASS
28	DOOR	STEEL	GLASS
29	DOOR	STEEL	GLASS
30	DOOR	STEEL	GLASS
31	DOOR	STEEL	GLASS
32	DOOR	STEEL	GLASS
33	DOOR	STEEL	GLASS
34	DOOR	STEEL	GLASS
35	DOOR	STEEL	GLASS
36	DOOR	STEEL	GLASS
37	DOOR	STEEL	GLASS
38	DOOR	STEEL	GLASS
39	DOOR	STEEL	GLASS
40	DOOR	STEEL	GLASS
41	DOOR	STEEL	GLASS
42	DOOR	STEEL	GLASS
43	DOOR	STEEL	GLASS
44	DOOR	STEEL	GLASS
45	DOOR	STEEL	GLASS
46	DOOR	STEEL	GLASS
47	DOOR	STEEL	GLASS
48	DOOR	STEEL	GLASS
49	DOOR	STEEL	GLASS
50	DOOR	STEEL	GLASS

**WINDOW SCHEDULE**

NO.	TYPE	MATERIAL	GLASS
1	WINDOW	STEEL	GLASS
2	WINDOW	STEEL	GLASS
3	WINDOW	STEEL	GLASS
4	WINDOW	STEEL	GLASS
5	WINDOW	STEEL	GLASS
6	WINDOW	STEEL	GLASS
7	WINDOW	STEEL	GLASS
8	WINDOW	STEEL	GLASS
9	WINDOW	STEEL	GLASS
10	WINDOW	STEEL	GLASS
11	WINDOW	STEEL	GLASS
12	WINDOW	STEEL	GLASS
13	WINDOW	STEEL	GLASS
14	WINDOW	STEEL	GLASS
15	WINDOW	STEEL	GLASS
16	WINDOW	STEEL	GLASS
17	WINDOW	STEEL	GLASS
18	WINDOW	STEEL	GLASS
19	WINDOW	STEEL	GLASS
20	WINDOW	STEEL	GLASS
21	WINDOW	STEEL	GLASS
22	WINDOW	STEEL	GLASS
23	WINDOW	STEEL	GLASS
24	WINDOW	STEEL	GLASS
25	WINDOW	STEEL	GLASS
26	WINDOW	STEEL	GLASS
27	WINDOW	STEEL	GLASS
28	WINDOW	STEEL	GLASS
29	WINDOW	STEEL	GLASS
30	WINDOW	STEEL	GLASS
31	WINDOW	STEEL	GLASS
32	WINDOW	STEEL	GLASS
33	WINDOW	STEEL	GLASS
34	WINDOW	STEEL	GLASS
35	WINDOW	STEEL	GLASS
36	WINDOW	STEEL	GLASS
37	WINDOW	STEEL	GLASS
38	WINDOW	STEEL	GLASS
39	WINDOW	STEEL	GLASS
40	WINDOW	STEEL	GLASS
41	WINDOW	STEEL	GLASS
42	WINDOW	STEEL	GLASS
43	WINDOW	STEEL	GLASS
44	WINDOW	STEEL	GLASS
45	WINDOW	STEEL	GLASS
46	WINDOW	STEEL	GLASS
47	WINDOW	STEEL	GLASS
48	WINDOW	STEEL	GLASS
49	WINDOW	STEEL	GLASS
50	WINDOW	STEEL	GLASS

**WINDOW NOTES**

1. WINDOW SCHEDULE ACTUAL AS SHOWN
2. SEE ELEVATIONS FOR WINDOW CONFIGURATION AT ALL WINDOWS
3. SEE ELEVATIONS FOR WINDOW OPENING DIRECTIONS TO INDICATE IF SWING OR PULL OUT
4. SEE ELEVATIONS FOR WINDOW SIZES AND SPACING
5. ALL WINDOWS TO HAVE LAMINATED SAFETY GLAZING UNLESS OTHERWISE NOTED

**NOTE: ALL SKYLIGHTS TO HAVE LAMINATED SAFETY GLAZING & ALL PATIO DOORS AND BIDDLEIGHTS TO HAVE TEMPERED GLAZING**

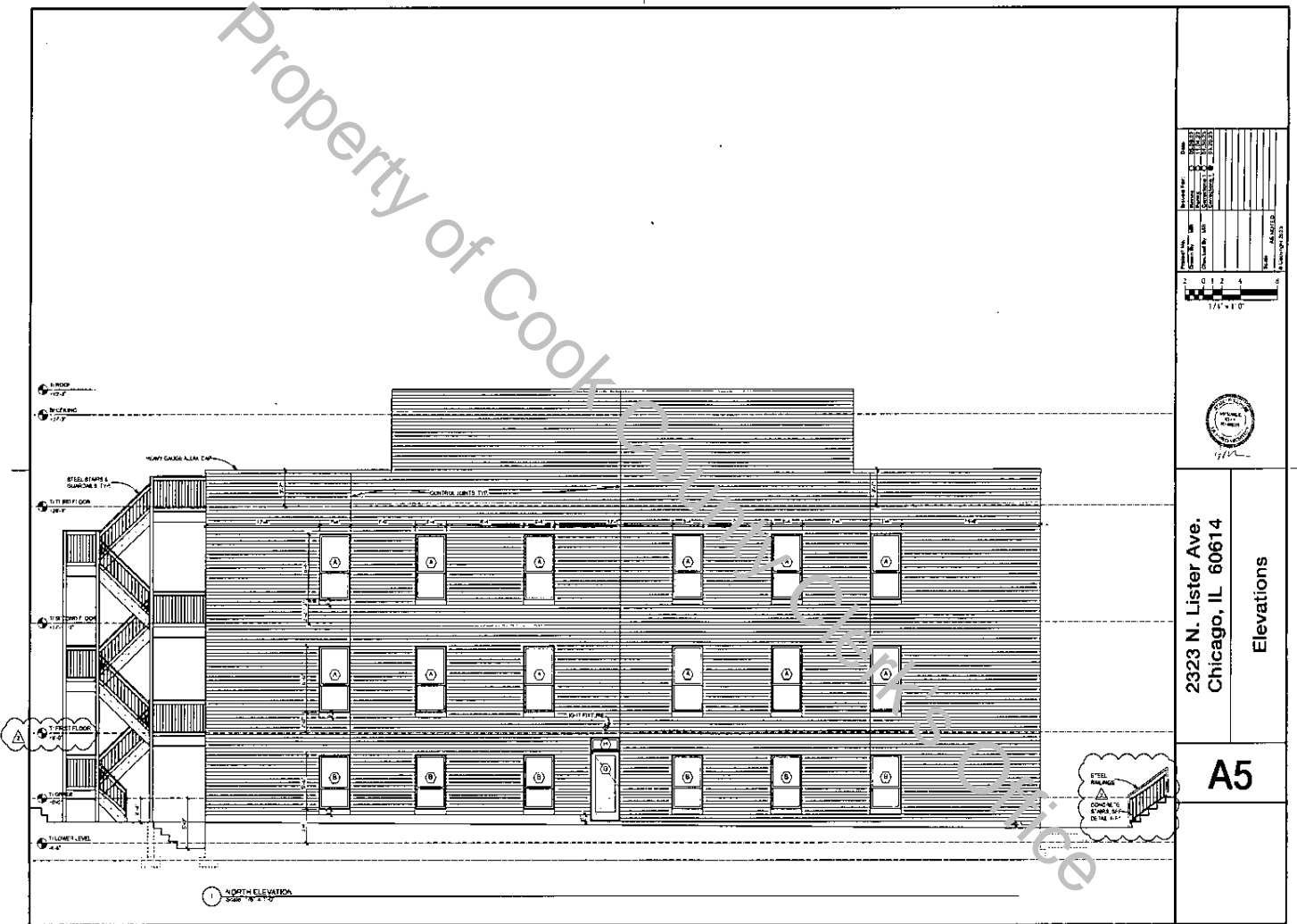
**2323 N. Lister Ave.  
Chicago, IL 60614**

**Elevations & Schedules**

**A4**

# UNOFFICIAL COPY

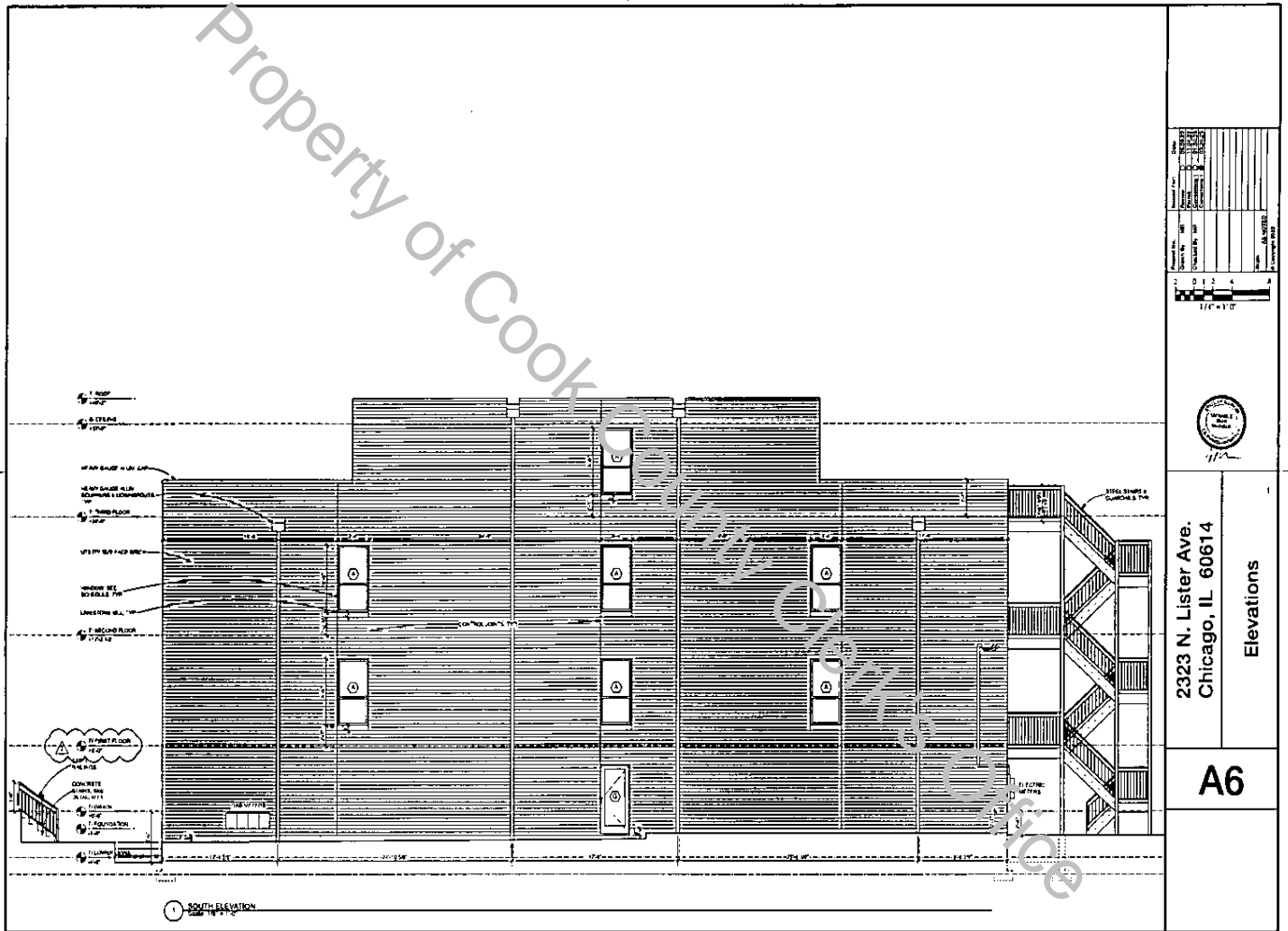
COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387



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

# UNOFFICIAL COPY

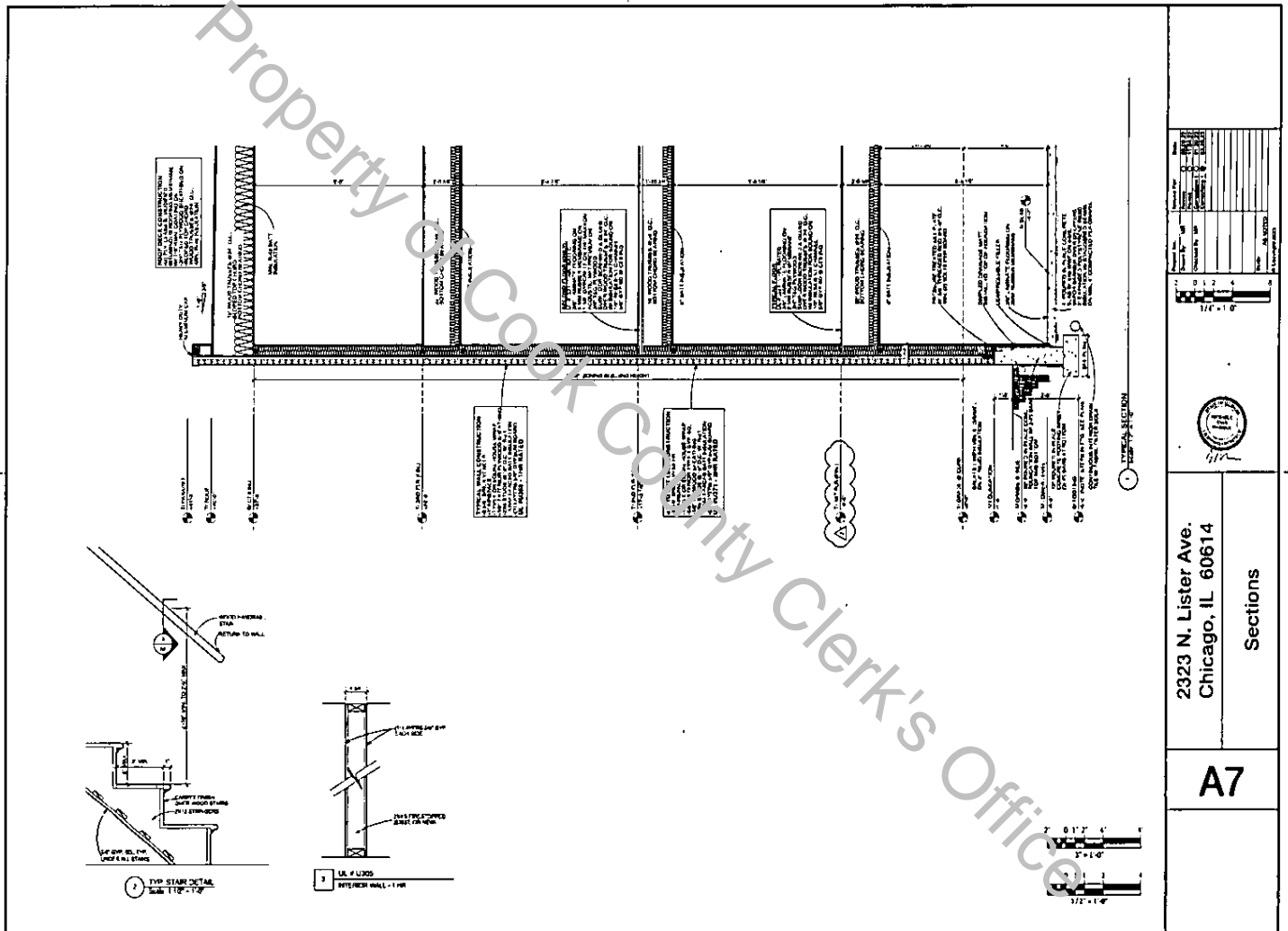
COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1357



COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1357

# UNOFFICIAL COPY

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

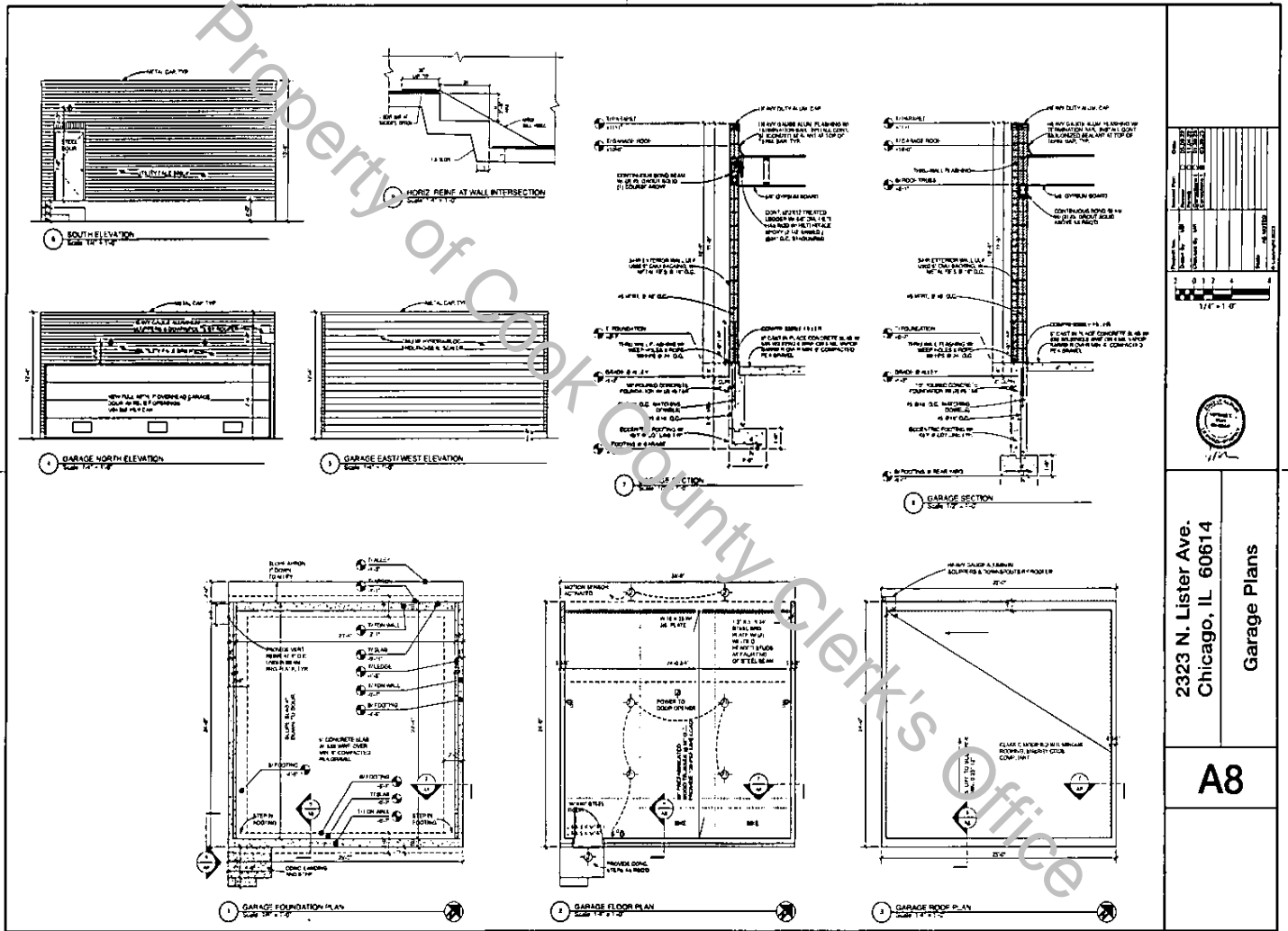


COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
128 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387



# UNOFFICIAL COPY

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367



2323 N. Lister Ave.  
Chicago, IL 60614  
Garage Plans

A8

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367

# UNOFFICIAL COPY

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367

### CONCRETE NOTES:

1. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE CODES. THESE DOCUMENTS SHALL BE AVAILABLE TO THE FIELD OFFICE.
2. ALL CONCRETE WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL CONCRETE WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
4. ALL CONCRETE WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### GENERAL FOUNDATION NOTES:

1. ALL FOUNDATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
2. ALL FOUNDATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL FOUNDATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### EXCAVATION NOTES:

1. ALL EXCAVATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
2. ALL EXCAVATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL EXCAVATION WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### STRUCTURAL GENERAL NOTES:

1. ALL STRUCTURAL WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
2. ALL STRUCTURAL WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL STRUCTURAL WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### DESIGN LOADS/FRAMING GENERAL NOTES:

1. ALL DESIGN LOADS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
2. ALL DESIGN LOADS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL DESIGN LOADS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### MISCELLANEOUS NOTES:

1. ALL MISCELLANEOUS WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
2. ALL MISCELLANEOUS WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
3. ALL MISCELLANEOUS WORK SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.

### REFERENCE DESIGN NATIONAL CODES:

CONCRETE: ACI 308  
STEEL: AISC 360-10  
WOOD: NDS 2012

### OPEN WEB TRUSS/ TRIM JOIST DETAILS:

NOTE: SUBMIT SHOP DRAWINGS OF ALL PRE-FACTURED STEEL TO DESIGN PROFESSIONAL OF RECORD FOR REVIEW.

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367

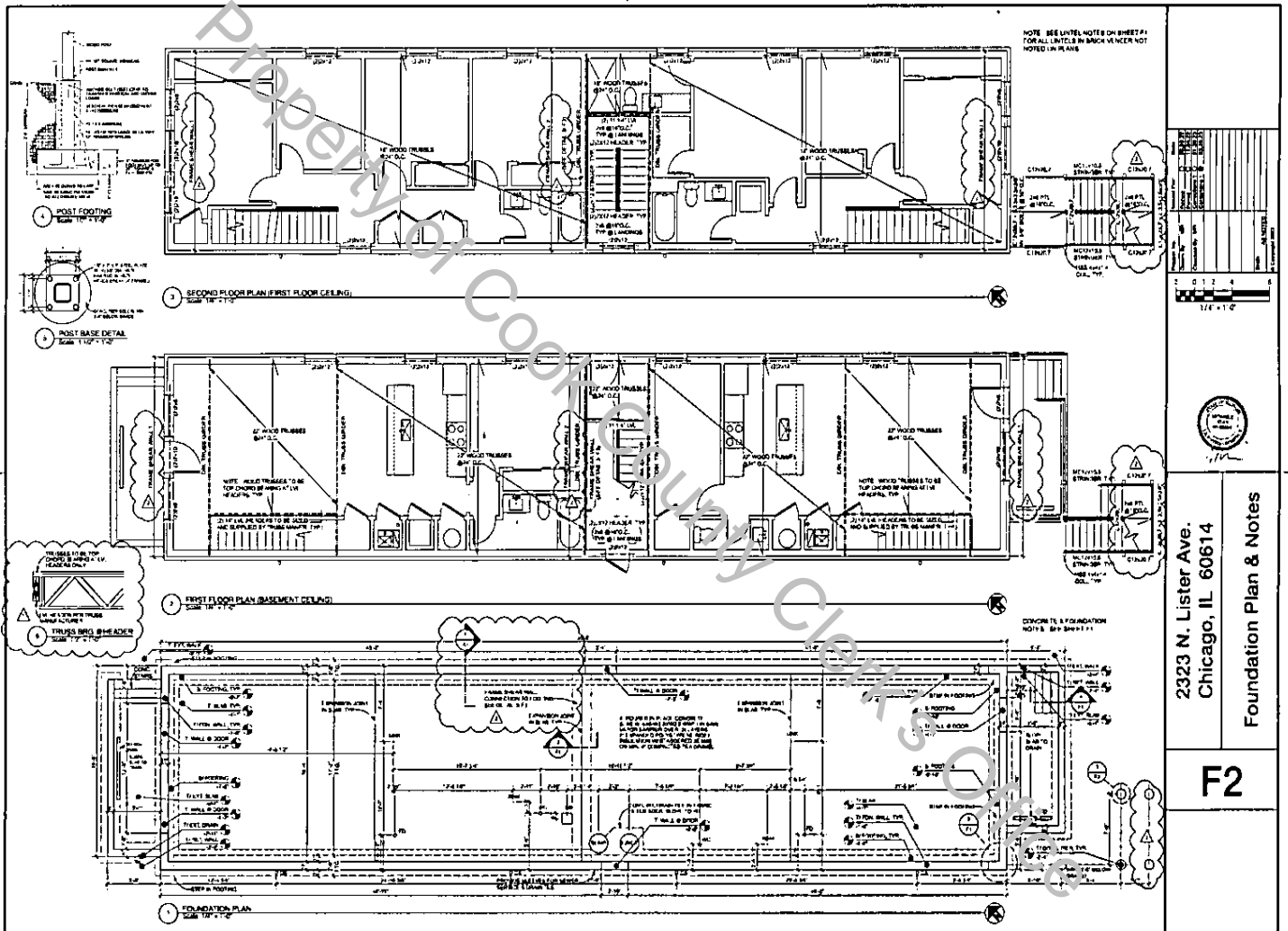
2323 N. Lister Ave.  
Chicago, IL 60614

Framing Notes & Details

F1

# UNOFFICIAL COPY

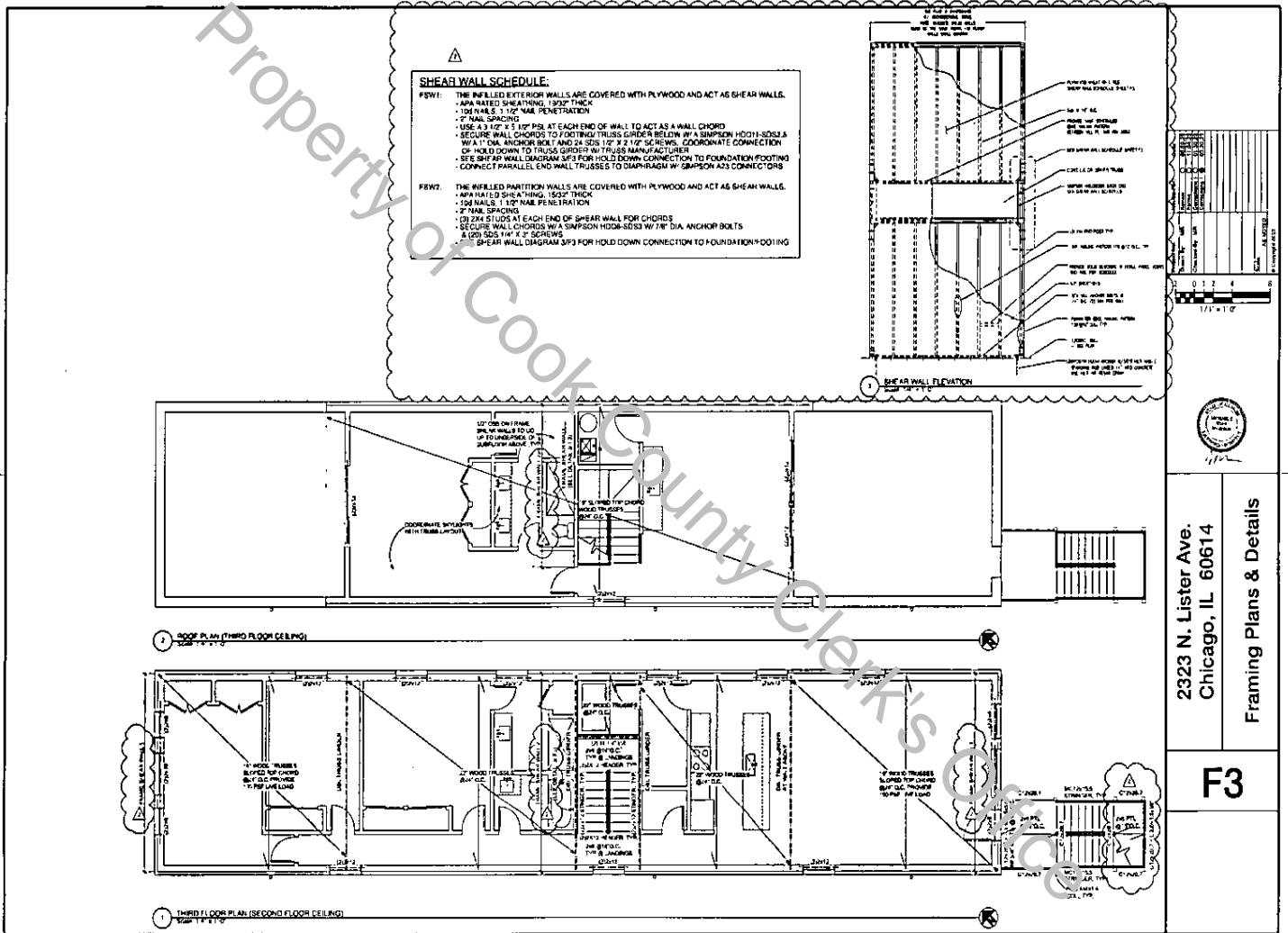
COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
120 W. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387



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

# UNOFFICIAL COPY

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367



COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1367

# UNOFFICIAL COPY

**COOK COUNTY CLERK OFFICE**  
**RECORDS DIVISION**  
**300 N. CLARK ST. ROOM 120**  
**CHICAGO, IL 60602-1357**

### 2013 Energy Code Book

The 2013 Illinois Energy Code has very strict duct sealing requirements. It is important to have a leakage rate of less than 0.25 L/s at 75 Pa. The ductwork is a grade 3 airtight seal to achieve the required leakage rate.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

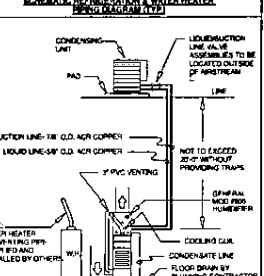
#### Installation Checklist

1. Seal all penetrations in the building thermal envelope with foam, caulk or mastic.
2. Seal all ductwork with mastic or UL-181 tape on existing factory seams.
3. Flex duct construction must have more than 1000 ft of return than up and out.
4. Seal flex duct with mastic or UL-181 tape.
5. Seal all joints with a duct sealant or UL-181 tape.
6. Seal all air leaks from the ductwork with mastic or UL-181 tape.
7. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
8. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.
9. Seal all ductwork located in unconditioned spaces with mastic or UL-181 tape.
10. Seal all ductwork located in conditioned spaces with mastic or UL-181 tape.

### MECHANICAL GENERAL NOTES

1. ALL CONTRACTORS FOR ADDITIONAL NOTES TO MECHANICAL.
2. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
6. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
7. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
8. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
9. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
10. ALL MECHANICAL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

### MECHANICAL INFORMATION & WATER HEATER



### CITY OF CHICAGO REFRIGERATION NOTES

1. REMOVE EXPANSION VALVES DEVICES AND CONNECTIONS FROM THE AIR HANDLING UNIT.
2. REMOVE REFRIGERATION PIPING TO BE A/C COPPER OR COPPER.
3. ALL REFRIGERATION LINE JOINTS TO BE BRAZED.

### DIFFUSERS, GRILLER & REGISTER SCHEDULE

TAB	MANUFACTURER	MODEL	DESCRIPTION	MECH. SIZE	MATING	MATERIAL	REMARKS
A	TRU	200	CERAMIC PANEL REGISTER	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
B	TRU	200	CERAMIC PANEL REGISTER	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
C	TRU	200	CERAMIC PANEL REGISTER	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE

NOTE: ALL DIFFUSERS, GRILLERS AND REGISTERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

#### HEATING DATA (BASE ON ORDINANCE REQUIREMENTS)

USE OF SPACE	DESIGN REQUIREMENTS		ACTUAL	
	HEATING LOAD (BTU/H)	HEATING CAPACITY (BTU/H)	HEATING LOAD (BTU/H)	HEATING CAPACITY (BTU/H)
UNIT 1	1000	1000	1000	1000
UNIT 2	1000	1000	1000	1000
TOTAL	2000	2000	2000	2000

#### UNIT 1 & 1R - VENTILATION SCHEDULE - AHU-1

ROOM	ROOM NUMBER	VOLUME (CFM)	DESIGN REQUIREMENTS		ACTUAL	
			NATURAL VENT	MECHANICAL VENT	NATURAL VENT	MECHANICAL VENT
UNIT 1	1000	1000	1000	1000	1000	1000
UNIT 1R	1000	1000	1000	1000	1000	1000

#### UNIT 2 - VENTILATION SCHEDULE - AHU-2

ROOM	ROOM NUMBER	VOLUME (CFM)	DESIGN REQUIREMENTS		ACTUAL	
			NATURAL VENT	MECHANICAL VENT	NATURAL VENT	MECHANICAL VENT
UNIT 2	1000	1000	1000	1000	1000	1000
UNIT 2R	1000	1000	1000	1000	1000	1000

#### AIR HANDLING UNIT SCHEDULE

UNIT	MANUFACTURER	MODEL	DESCRIPTION	MECH. SIZE	MATING	MATERIAL	REMARKS
AHU-1	TRU	200	AIR HANDLING UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
AHU-2	TRU	200	AIR HANDLING UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE

#### REFRIGERATION SCHEDULE

UNIT	MANUFACTURER	MODEL	DESCRIPTION	MECH. SIZE	MATING	MATERIAL	REMARKS
REF-1	TRU	200	REFRIGERATION UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
REF-2	TRU	200	REFRIGERATION UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE

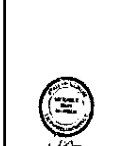
#### AIR COOLED CONDENSING UNIT SCHEDULE

UNIT	MANUFACTURER	MODEL	DESCRIPTION	MECH. SIZE	MATING	MATERIAL	REMARKS
ACU-1	TRU	200	AIR COOLED CONDENSING UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
ACU-2	TRU	200	AIR COOLED CONDENSING UNIT	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE

#### EXHAUST FAN SCHEDULE

FAN	MANUFACTURER	MODEL	DESCRIPTION	MECH. SIZE	MATING	MATERIAL	REMARKS
EF-1	TRU	200	EXHAUST FAN	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE
EF-2	TRU	200	EXHAUST FAN	20 x 20	30	ALUMINUM	DATE FRAME, FINISH: POLYURETHANE

NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1	MECHANICAL SCHEDULES	1	SET	1000.00	1000.00
2	MECHANICAL SCHEDULES	1	SET	1000.00	1000.00
3	MECHANICAL SCHEDULES	1	SET	1000.00	1000.00



2323 N. Lister Ave.  
Chicago, IL 60614

Mechanical Schedules

M1





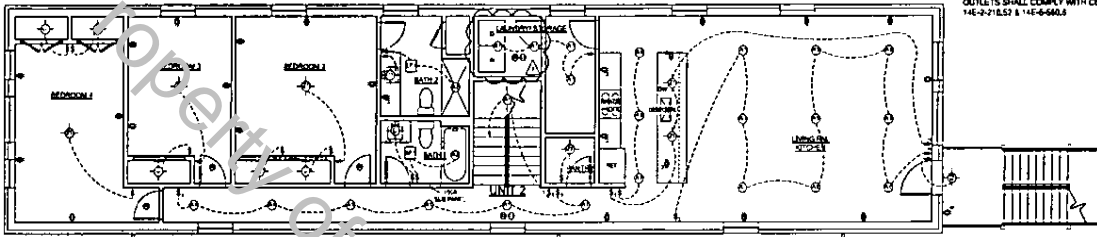




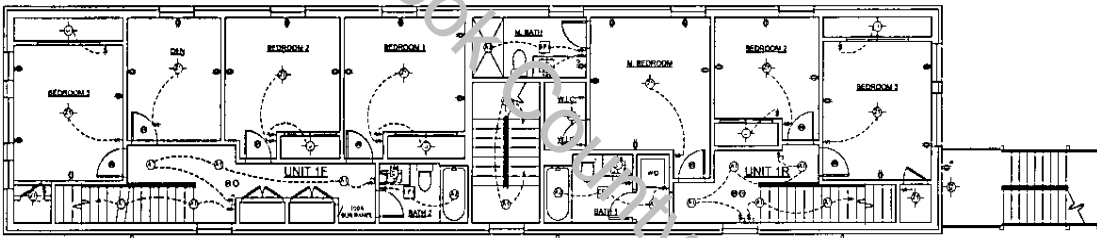
# UNOFFICIAL COPY

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
200 W. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1307

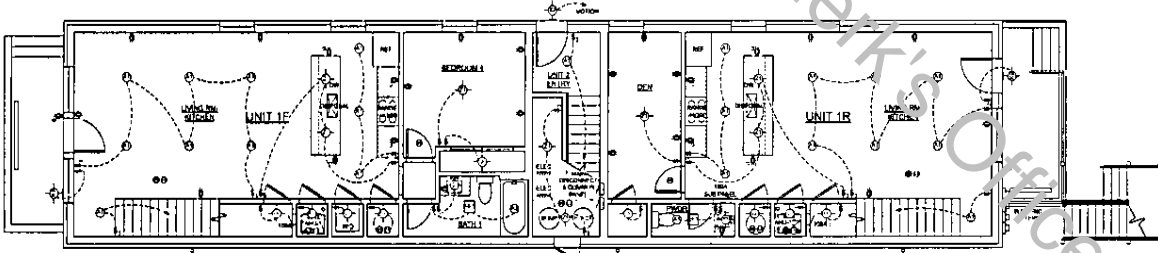
NOTE: DWELLING UNIT RECEPTACLE  
OUTLETS SHALL COMPLY WITH CBC  
14E-2-718.53 & 14E-6-600.3



2 SECOND FLOOR PLAN  
SIZE: 12' x 10'

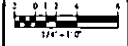


1 FIRST FLOOR PLAN  
SIZE: 12' x 10'



3 LOWER LEVEL PLAN  
SIZE: 12' x 10'

Project No.	
Sheet No.	
Date	
Scale	
Author	
Checker	
Designer	
Engineer	
Contractor	
Client	
Address	
City	
State	
Zip	



2323 N. Lister Ave.  
Chicago, IL 60614  
Electrical Plans

E1





# UNOFFICIAL COPY

## EXHIBIT C

### BUDGET FOR OFF-SITE AFFORDABLE UNIT

(ATTACHED)

(REMAINING PAGE LEFT BLANK)

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
119 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1397


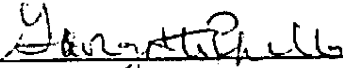
COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
119 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1397

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

SWORN OWNERS STATEMENT			ESCROW NO		
2323 N. LISTER DRAW NO. 1 LOAN DRAW NO. 1					
STATE OF ILLINOIS COUNTY OF COOK					
THE AFFIANT, Mark R. Ordower, being first duly sworn on oath deposes and says that he is a manager of Ogden Partners Lister LLC which is the owner of the land and improvements on the following described premises in Cook County, Illinois, to wit: 2323 N. Lister, Chicago, Illinois					
<ol style="list-style-type: none"> <li>1. That he is thoroughly familiar with all the facts and circumstances concerning the premises described.</li> <li>2. That during the 6 months last past the only work done or materials furnished in connection with the mentioned premises are listed.</li> <li>3. That the only contracts let for the furnishing of work or materials relative to the contemplated improvements are listed;</li> <li>4. That this statement is a true and complete statement of all contracts, previous payments and balances due, if any.</li> </ol>					
Name and Address	Kind of Work	Contract	Previously Paid	This Disbursement	Balance
MC Construction Group LLC 2436 N. Western Chicago, IL 60647	General Contractor	\$1,130,080.00	\$0.00	\$0.00	\$1,130,080.00
Ogden Partners Lister	Permits	\$ 5,000.00	\$0.00	\$0.00	\$5,000.00
Certified Survey 1440 Renaissance Drive, #140 Park Ridge, Illinois 60068	Survey	\$ 1,000.00	\$0.00	\$0.00	\$1,000.00
Testing Services Corp. 360 S. Main Place Carol Stream, Illinois 60188	Soil	\$ 1,000.00	\$0.00	\$0.00	\$1,000.00
Ogden Partners Lister	Closing Costs, Title	\$ 38,503.00	\$ 38,503.00	\$0.00	\$0.00
Michael Ryan	Architect	\$ 9,750.00	\$6,000.00	\$3,750.00	\$3,750.00
Lakeside Bank 1055 W. Roosevelt Chicago, Illinois	Loan Costs/Appraisal	\$8,000.00	\$0.00	\$0.00	\$8,000.00
	Inspecting Architect	\$2,000.00	\$0.00	\$0.00	\$2,000.00
	Interest	\$25,000.00	\$0.00	\$0.00	\$25,000.00

# UNOFFICIAL COPY

Name and Address	Kind of Work	Contract	Previously Paid	This Disbursement	Balance
Ogden Partners Lister LLC 333 S. Desplaines, #207 Chicago, Illinois 60661	Land	\$ 650,000.00	\$ 650,000.00	\$0.00	\$0.00
Mark Ordower LLC 333 S. Desplaines, #207 Chicago, Illinois 60661	Legal Fees & Costs	\$5,000.00	\$0.00		\$5,000.00
Ogden Partners, Inc. 333 S. Desplaines, #207 Chicago, Illinois 60661	Developer Overhead	\$35,000.00	\$0.00	\$0.00	\$35,000.00
	Marketing	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Chicago Title 10 S. LaSalle Street Chicago, IL 60603	Construction Escrow	\$1,255.00	\$0.00	\$0.00	\$1,255.00
Ogden Partners, Inc. 333 S. Desplaines, #207 Chicago, Illinois 60661	Insurance	\$6,000.00	\$2,925.00	\$0.00	\$3,075.00
	Real Estate Taxes	\$30,000.00	\$0.00	\$0.00	\$30,000.00
	Contingency	\$ 65,000.00	\$0.00	\$0.00	\$65,000.00
<b>TOTAL COSTS</b>		<b>\$ 2,117,588.00</b>	<b>\$ 697,428.00</b>	<b>\$ -</b>	<b>\$1,320,160.00</b>
<b>SOURCES:</b>					
Ogden Partners Lister LLC	Developer Equity		\$ 697,428.00		
SUBSCRIBED AND SWORN TO before me this <u>7</u> day of September, 2022			YOU ARE HEREBY AUTHORIZED TO DISBURSE THE ABOVE SUMS  _____		
 _____ Notary Public					



# UNOFFICIAL COPY

## EXHIBIT D

### COMPLIANCE CERTIFICATE

**CITY OF CHICAGO  
DEPARTMENT OF HOUSING**

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

Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Date: \_\_\_\_\_

Owner Federal Employer Identification Number: \_\_\_\_\_

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

All forms, including updates to this Compliance Certificate, department contacts, income limits, maximum allowable rents, and guidance for calculating household income are available on the Department's website, or by contacting the Department directly at 312-744-1190 and requesting to speak with someone regarding ARO compliance.

### **A. INFORMATION**

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

Building Address(es):

\_\_\_\_\_  
\_\_\_\_\_



# UNOFFICIAL COPY

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, provide all the appropriate documents.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## **B. REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

1. The Owner is [check as applicable]:

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

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

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

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

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

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

# UNOFFICIAL COPY

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

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

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

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

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

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

	Unit #	Number of bedrooms	Sq. Ft.	Rent charged	Household size	Household income	Date income calculated
1.	1F	4	1,800			50% AMI	

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

The Owner shall retain, for the period required under the Agreement, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

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

# UNOFFICIAL COPY

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

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

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

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

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

### C. INDEMNIFICATION

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

### [SIGNATURE PAGE FOLLOWS]

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

Subscribed and sworn to before me this  
\_\_\_ day of \_\_\_\_\_, 20\_\_

Owner: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
(SEAL)

Its: \_\_\_\_\_