

201/11/11
2041

89-576169

(c) Owner agrees that deviation of construction plans from preliminary plans can be made only with written approval from the City. Changes in interior space finishes, extras, colors, appliances, and floor and wall treatments are excluded.

(b) Owner agrees to develop the aforesaid real estate pursuant to the architectural drawings dated the 16th day of April, 1989, which have been approved by the City, and are incorporated herein by reference.

(a) Owner agrees to develop the aforesaid real estate only in accordance with the provisions of the Mohawk-North Redevelopment Plan, as amended from time to time.

SECTION 1. PLANS AND SPECIFICATIONS FOR IMPROVEMENTS

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them hereby covenant and agree with each other as follows:

WHEREAS, the Owner has agreed to develop said real estate in a timely fashion in accordance with said Redevelopment Plan and in compliance with certain architectural drawings dated the 16th day of April, 1989; and

WHEREAS, the aforesaid real estate has been approved for acquisition by the Chicago City Council under the Redevelopment Plan for said Project Area; and

WHEREAS, the City has offered to purchase a certain parcel of real estate which is located in the Mohawk-North Redevelopment Project Area, and whose commonly known address is 1366 North Mohawk Street (see attached Exhibit A); and

WITNESSETH:

AGREEMENT, made on or as of the nineteenth day of June, 1989, by and between the CITY OF CHICAGO Department of Housing (hereinafter called "City"), and John W. Chaveriat (titleholder) and Ronald Oldenkamp (contract purchaser) (both jointly hereinafter called "Owner").

AGREEMENT FOR THE DEVELOPMENT OF PRIVATE PROPERTY APPROVED FOR ACQUISITION

89576169

Official Business
City of Chicago
City Department

\$3.00
RECORDING FEE
12/04/89 12:15:00
TRAN 2884
#1574 # C * 89-576169
BOOK COUNTY RECORDER

In the event the Owner fails to complete the improvements in accordance with the aforesaid described plans pursuant to the project schedule set forth in Section 3 hereof, the City shall have the right to seek to re-instate acquisition proceedings, not withstanding the approval of the Plan Amendment by the Chicago City Council as more fully described in Section 2. If condemnation proceedings are instituted, the filing date of the initial condemnation suit will be the date of valuation.

SECTION 4. REINSTITUTION OF ACQUISITION PROCEEDINGS

(b) The City acknowledges that delays in construction occur from time to time as a result of strikes, delays in receiving materials and supplies and unforeseen acts of God, and that in the event of such an occurrence, the City will not unreasonably withhold its approval of project schedule modifications from time to time.

(a) The Owner agrees for itself, its successors and assigns, and every successor in interest in the aforesaid real estate, that the construction of the improvements according to the approved plans shall be commenced within six (6) months after the date of approval of the aforesaid Amendment by the City Council, and shall be completed within fifteen (15) months after such date.

SECTION 3. PROJECT SCHEDULE

The City agrees to recommend to the Department of Urban Renewal (DUR) Board, for submission to the City Council for its approval, an Amendment to the Mohawk-North Redevelopment Plan which would delete the aforementioned real estate from the list of real estate to be acquired, provided that the terms of this agreement and the provisions of the Mohawk-North Redevelopment Plan are adhered to by the Owner.

SECTION 2. EXCLUSION FROM ACQUISITION

(d) City agrees that it will not unreasonably withhold approval of design changes which deviate from preliminary plans heretofore approved by the City.

(e) City agrees that Owner may change the interior design spaces, colors, appliances, floor and wall treatments and alike from time to time to conform with the desires of contract purchasers so long as such changes meet all code provisions as required by law and do not alter the exterior design plan and concept heretofore approved by the City.

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will be the date of application.
Instituted, the entire date of the original condemnation and
described in section 2. If condemnation proceedings are
then commenced by the City Council as well as the
condemnation proceedings, not including the amount of the
the City shall have the right to pay to the
balance to the project schedule set forth in section 2 and
involvements in accordance with the provisions described above
in the event the Council fails to complete the

SECTION 4: INSTITUTION OF ACQUISITION PROCEEDINGS

modification from time to time.
not unreasonably interfere with the progress of business operations
and that in the event of such an occurrence, the City shall
regulate matters and subjects and unreasonably acts of such
occure from time to time as a matter of public health in
(b) The City acknowledges that delays in construction

after such date.
City Council, and shall be completed within section (12) months
after the date of approval of the project schedule by the
the approval shall be completed within six (6) months
except that the construction of the improvements according to
agreements and shall commence in accordance with the project lead
(c) The Council agrees not to delay the successors and

SECTION 5: PROJECT SCHEDULE

shall be approved by the Council.
agreement and the provisions of the project schedule shall be
of that date to be completed, provided that the terms of this
within thirty days of the date of approval of the project
approval, an agreement to the project schedule shall be
within (10) days of approval to the City Council for the
the City agrees to recommend to the Department of Urban

SECTION 6: EXCLUSION FROM ACQUISITION

shall be and shall be approved by the City.
provisions as set forth by law and do not affect the existing
contract provisions so long as such provisions shall not
any time from time to time to conform with the features of
shall be subject to the provisions, terms and conditions
(c) City agrees that Council shall exercise the right to

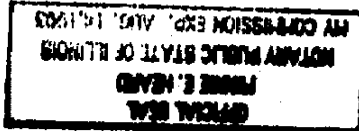
provisions approved by the City.
approval of project changes which shall be from the project
(d) City agrees that it will not unreasonably interfere

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8 9 5 7 6 1 6 9



Notary Public

Subscribed and sworn to before me this 18th day of August, 1989 by Michael J. Heald

COMMISSIONER
CITY OF CHICAGO DEPARTMENT OF HOUSING

BY:

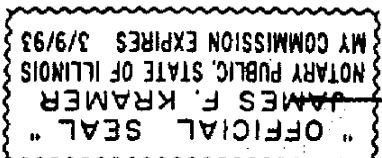
My Commission Expires Aug. 28, 1988

Notary Public

Subscribed and sworn to before me this 22nd day of August, 1989 by [Signature]

RONALD OLDENKAMP

BY:



Notary Public

Subscribed and sworn to before me this 5th day of August, 1989 by James F. Kramer

JOHN W. CHAVERIAL

BY:

This Agreement is executed in triplicate, each of which shall constitute an original instrument.
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by the Commissioner of the Department of Housing, and the Owner has signed the same on or as of the day and year first above written.

SECTION 5. COUNTERPARTS

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MA COMMISSIONER OF HOUSING
AND COMMUNITY DEVELOPMENT
STATE OF ILLINOIS
OFFICE OF THE COMMISSIONER

NOTARY PUBLIC

of _____, to _____
subscribed and sworn to before me this _____ day

CITY OF CHICAGO DEPARTMENT OF HOUSING
COMMISSIONER

BY:

01250102

MA COMMISSIONER OF HOUSING
AND COMMUNITY DEVELOPMENT
STATE OF ILLINOIS
OFFICE OF THE COMMISSIONER

NOTARY PUBLIC

of _____, to _____
subscribed and sworn to before me this _____ day

COMMISSIONER

BY:

MA COMMISSIONER OF HOUSING
AND COMMUNITY DEVELOPMENT
STATE OF ILLINOIS
OFFICE OF THE COMMISSIONER

NOTARY PUBLIC

of _____, to _____
subscribed and sworn to before me this _____ day

JOHN M. CHALAKIAT

BY:

Witnessed and signed the same on or as of the day and year first above
commissioner of the department of housing, and the COMPTROLLER
to be duly executed in its name and on its behalf by the
IN WITNESS WHEREOF, the CITY has caused this document

to be signed and sealed by the undersigned, each of which
this document is executed in duplicate, each of which

SECTION 2. COMPLETIONS

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Property of Cook County Clerk's Office

LOT 4 IN L. DONNENGER'S SUBDIVISION OF LOT 10 IN BLOCK 5 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description:

Permanent Index Number (P.I.N.): 17-04-121-072

Common Address: 1366 North Mohawk Street

Acquisition Parcel No. 2-33
Mohawk-North Redevelopment Project Area

Exhibit A

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12-04-131-025

Property of Cook County Clerk's Office

THE THIRD EMINENT DOMAIN IN COOK COUNTY, ILLINOIS,
NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 14 EAST OF
STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHWEST 1/4 OF THE
TOL 4 IN P. DOMESTIC'S SUBDIVISION OF TOL TO BLOCK 2 IN THE

Legal description:

Reference Index Number (P.I.N.): 12-04-131-025

Common Address: 1200 North North Street

North-North Redevelopment Project Area
Acquisition Parcel No. 5-22

EXHIBIT A