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**REDEVELOPMENT AGREEMENT
PLASA INTERNACIONAL JOINT VENTURE**

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PREPARED BY, AND AFTER RECORDING,

PLS. RETURN TO:

MARK LENZ, ASST. CORPORATION COUNSEL

121 N. LaSalle, ROOM 610

CHICAGO, IL 60602

312/744-1041

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REDEVELOPMENT AGREEMENT PLAZA INTERNACIONAL JOINT VENTURE

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PLANNING AND ZONING DEPARTMENT
CITY OF CHICAGO

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**REDEVELOPMENT AGREEMENT
PLAZA INTERNACIONAL JOINT VENTURE**

This Redevelopment Agreement ("Agreement"), dated as of October 28, 1993 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Plaza Internacional Joint Venture, an Illinois joint venture, having its principal office at 65 East Wacker Place, Suite 1800, Chicago, Illinois 60601 ("Developer").

PARTICULARS

A. The City, as a home rule unit under the Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, to encourage and facilitate the development of affordable housing, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City owns in fee simple those two parcels commonly referred to as 2032 and 2041 West Division Street, Chicago and legally described on Exhibit A attached hereto (collectively, the "City Parcels").

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PROPERTY TAXES
PROPERTY TAXES

This Development Agreement ("Agreement") entered into this 1st day of _____, 2013, by and between the City of Chicago, Illinois, and the Chicago Housing Authority ("CHA"), an Illinois municipal corporation having its office at 121 North LaSalle Street, Chicago, Illinois 60602, and the Chicago Housing Authority ("CHA"), an Illinois municipal corporation having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, ("CHA").

RECITALS

A. The City, as a local municipality under the Constitution of the State of Illinois has the authority to promote the health, safety and welfare of its inhabitants, to protect the general interest and to encourage private development in order to enhance the local tax base and create employment, to encourage and facilitate the development of affordable housing, and to enter into contractual agreements with third parties for the purpose of achieving the stated purposes.

B. The City does in the public interest and for the economic benefit of the City of Chicago, Illinois, and the Chicago Housing Authority ("CHA") hereby certify that the property located at 121 North LaSalle Street, Chicago, Illinois 60602, and the property described on Exhibit A attached hereto (collectively, the "Property"),

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C. On April 1, 1992, Developer submitted to the Department of Planning and Development of the City ("DPD") its proposal to redevelop the City Parcels with the construction of a retail/commercial/office complex ("Project") on said Parcels.

D. Subsequent to the submission of Developer's proposal to the City, Hispanic Housing Development Corporation, one of the entities comprising Developer, acquired in fee simple those two parcels located adjacent to the City Parcels and commonly referred to as 2028 West Division Street and 2030 West Division Street, Chicago (collectively, the "Developer Parcels"), which are legally described on Exhibit A attached hereto.

E. The parties agree that Developer shall construct and develop the Project on the Developer Parcels in conjunction with the City Parcels (the City Parcels and the Developer Parcels shall collectively be referred to as the "Property").

F. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

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On April 1, 1993, Developer submitted to the Department of Planning and Development of the City ("City") the proposal to construct the City parcels with the construction of a retail

commercial office building ("Project") on said parcels.

In addition to the submission of Developer's proposal to the City, Municipal Planning Department ("Municipal Planning Department") advised that the City has a number of parcels located adjacent to the City parcels and currently zoned as an "R-1" Residential District and "C-1" Commercial District, which are legally described as Exhibit A attached hereto.

The parties agree that the parties shall negotiate and develop the Project on the Developer's parcels in consultation with the City parcels and the Developer shall

Developer and the City acknowledge that the implementation of the parties and provisions described in the agreement will be of mutual benefit to Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

For all purposes of the Agreement, each of the following terms shall have the respective meanings assigned to it as follows:

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Affidavits: Those certain affidavits executed by Developer dated _____, 1993, concerning Developer's compliance with the anti-scofflaw laws of the City and the State of Illinois, and the City's Anti-Apartheid Ordinance, copies of which are attached hereto as Exhibit B.

Certificate: The certificate of completion to be issued by the City pursuant to subsection 4.8 below.

City: The City of Chicago, an Illinois municipal corporation.

City Parcels: Those certain parcels presently owned by the City and legally described on Exhibit A attached hereto.

Commissioner: The Commissioner of the Department of Planning and Development of the City of Chicago.

Developer: Plaza Internacional Joint Venture, an Illinois joint venture.

Developer Parcels: Those certain parcels presently owned by Hispanic Housing Development Corporation to be conveyed to Developer pursuant to the terms of the Agreement. The Developer Parcels are legally described on Exhibit A attached hereto.

DPD: City of Chicago Department of Planning and Development.

Drawings: Those certain preliminary drawings approved by the DPD, a list of which is attached hereto as Exhibit C.

Project: The construction by Developer of the retail/commercial/office complex on the Property pursuant to the terms of the Agreement.

Property: Collectively, the City Parcels and the Developer Parcels, as more fully described in subsection 4.1 below.

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... Illinois ...
... 1973 ...
... the anti-trust laws of the City and the State of Illinois ...
... and the City's Anti-trust Ordinance, copies of which are ...
... attached hereto as Exhibit B.

... The ...
... the City ...
... the City of Chicago, an Illinois municipal corporation ...
... City Council. These certain parcels are owned by the ...
... and legally described on Exhibit A attached hereto.

... The Commission of the Department of Planning ...
... and development of the City of Chicago ...
... developer, Plaza International Joint Venture, an Illinois ...
... joint venture.

... Developer Parcel: This parcel is presently owned by ...
... Illinois Housing Development Corporation to be conveyed to ...
... developer pursuant to the terms of the agreement. The Developer ...
... parcels are legally described on Exhibit A attached hereto.

... City of Chicago Department of Planning and Development ...
... Chicago: These certain preliminary drawings approved by the ...
... attached hereto as Exhibit C.

... The construction by Developer of the parcel ...
... on the property pursuant to the terms of ...
... the agreement.

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- (f) To the best of Developer's knowledge, the construction of the Project by Developer shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Property, or any part thereof, to be redeveloped by Developer pursuant to the Agreement.
- (g) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DPD, which the DPD may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the Property or any portion thereof; (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting the Property or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to complete the Project.
- (h) Developer has agreed to comply with the terms of: (1) those certain covenants described in subsection 6.1 below; (2) the Affidavits; (3) the affirmative action obligations and hiring covenants described in Section 7 below.

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(i) To the best of Developer's knowledge, the construction

of the Project by Developer shall not violate (i) any

statute, local regulation, code, ordinance or executive

or judicial) order of any local (including) authority

having jurisdiction over and including laws, ordinances, codes

or approvals and environmental protection laws or

regulations; or (ii) any building permit, restriction

of record or any agreement affecting the Property; or

any local order, to be administered by Developer

pursuant to the agreement.

Except as otherwise provided in the agreement, Developer

shall not, without the prior written consent of the BPD,

which the BPD may withhold in its sole discretion; (ii)

grant, either in whole or in part, any

upon the basis of any local order; (iii) permit or

submit any law, ordinance, code or regulation to be

made affecting the Property or any portion thereof; or

it shall incur any financial liability in the exercise

of its powers or duties of Developer with respect to

any matter which Developer is entitled to complete the

Project.

(ii) Developer has agreed to comply with the terms of (i)

these certain covenants described in subsection 6.1

below; (ii) the Affidavit; (iii) the Affirmative covenants

and other covenants described in Section 7

below.

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Working Drawings and Specifications: The final working drawings and specifications prepared by or on behalf of Developer with regard to the construction of the Project, as more fully described in subsection 4.3 below.

SECTION I

INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) Developer is a duly organized and existing joint venture in good standing under the laws of the State of Illinois.
- (b) Developer is comprised of the following entities ("Entities"): (1) Hispanic Housing Development Corporation, an Illinois not for profit corporation, and

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Working drawings and specifications for the proposed
development prepared by an architect or engineer
with regard to the construction of the project as more fully
described in subsection 4.2 below.

SECTION 1

REGISTRATION OF RESIDENTIAL DEVELOPMENT

The regulations and conditions set forth in this section shall
apply to all residential developments and shall be a part of the
agreement and shall be subject to the same terms and conditions
of this order with the same force and effect as if set forth
herein as a part of the order.

SECTION 2

REGISTRATION OF COMMERCIAL DEVELOPMENT

4.2 Registration and Maintenance of Records
To ensure the City to enforce the agreement and protect the
interests of the City, developer, developer hereby represents and
warrants to the City as follows:

(a) Developed is a duly organized and existing joint venture
in good standing under the laws of the State of
Illinois.

(b) Developer is a corporation organized under the laws of the State of
Illinois.

(c) "Entity": (i) Illinois Housing Development
Corporation, an Illinois not for profit corporation, and

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the Division Street Business Development Association, an Illinois not for profit corporation.

- (c) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, either Entity, or any party affiliated with Developer, which could: (i) affect the ability of Developer or either Entity to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) materially affect the operation or financial condition of Developer or either Entity.
- (d) To the best of Developer's knowledge, the execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer, either Entity, or any party affiliated with Developer, is a party or may be bound or affected, or a violation of any law or court order which may affect the Project, any part thereof, any interest therein or the use thereof.
- (e) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

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the Division thereof between Development Associates, as

limited not for profit corporation.

(c) In addition to proceedings and remedies set forth in the last

of Developer's knowledge, the Developer shall

Developer, either jointly, or any party affiliated with

Developer, which shall (i) either the ability of

Developer or other party to perform the obligations

hereunder to act as contemplated by the terms and

provisions of the agreement, or (ii) materially affect

the operation or financial condition of Developer or

either party.

(d) To the extent of Developer's knowledge, the Developer shall

deliberately and performance by Developer of the agreement

have not constituted or will not constitute a breach of

notice or time of notice or both, constitutes a breach of

defaults under any other agreement to which Developer,

either jointly, or any party affiliated with Developer,

is a party or may be bound or attached, or a violation

of any law or court order which may affect the project

or any part thereof, any interest therein or the use

thereof.

(e) The parties executing the Agreement on behalf of

Developer have done their utmost to perform all obligations

under the Agreement, and to the extent of their ability

and perform the terms and obligations contained herein.

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2.2 Representations and Warranties of the City.

The City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival of Representations and Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

SECTION III

CONVEYANCE OF THE CITY PARCELS

3.1 Form of Deed. In accordance with the terms of the Agreement, the City shall convey to Developer fee simple title to the City Parcels by quitclaim deed substantially in the form attached hereto as Exhibit D ("Deed"). The conveyance and title of the City Parcels, in addition to the provisions of the Agreement, shall be subject to:

1. Covenants and restrictions set forth in the Deed.
2. The permitted exceptions in an ALTA title insurance policy.
3. Taxes for the current year.

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1.1. The City hereby represents and warrants to the Developer that the City has authority under its laws and ordinances to enter into the conveyance of the State of Illinois to the City, and to deliver the Agreement and perform the terms and obligations contained herein.

1.2. Survival of Representations and Warranties. The Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section 1.2 shall survive the termination and expiration of the Agreement and shall be deemed to be in full force and effect at all times hereafter, unless such representations and warranties have been disclosed in writing to and approved by the other party.

SECTION 1.3

CONVEYANCE OF THE CITY PROPERTY. 1.3.1. The City shall convey to the Developer the state title to the City property by deed substantially in the form attached hereto as Exhibit B "Deed". The conveyance and title of the City property, in addition to the provisions of the Agreement, shall be subject to:

- 1.1. Government and regulations set forth in the Deed;
- 1.2. The permitted exceptions in an ASEA file;
- 1.3. Insurance policy;
- 1.4. Taxes for the current year.

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3.2 Closing Documents. At the closing for the conveyance of the City Parcels, the parties shall deliver to each other the following:

(i) **Developer's documents:**

- (a) A certified copy of the joint venture agreement.
- (b) With regard to each Entity, a certificate of good standing as an Illinois not for profit corporation dated not more than thirty (30) days prior to the closing.
- (c) With regard to each Entity, a corporate resolution authorizing the acceptance of the conveyance of the City Parcels.

(ii) **The City's documents:**

- (a) The Deed.
- (b) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.

3.3 Title Insurance. Upon the conveyance of the City Parcels by the City to Developer, the City, at Developer's sole expense, shall provide to Developer, a title insurance commitment from the Chicago Title Insurance Company or other title company mutually

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3.1.1. The City shall deliver to the Developer a copy of the following documents:

(a) A certified copy of the final variance agreement.

(b) With regard to each parcel, a certificate of need issued by the City and the State of Illinois, as well as a copy of the final variance agreement.

(c) With regard to each parcel, a separate resolution authorizing the acceptance of the conveyance of the City parcels.

(d) The City's documents.

(e) The deed.

(f) A certified copy of the documents approved by the City Council of the City, including the City's plan and the final variance agreement and to the extent necessary to carry out the provisions provided herein.

3.1.2. Upon the completion of the City parcels by the City as developer, the City, at Developer's sole expense, shall provide to Developer, a title insurance commitment from the Chicago Title Insurance Company or other title company mutually

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agreeable to the parties ("Title Company"), dated prior to the date of conveyance of the Property by the City to Developer, showing title in the name of the City, subject only to the reservations and exceptions provided in this Section III. Developer, at Developer's sole expense, may obtain such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes. The City shall take all appropriate steps to secure the waiver of general real estate taxes to the date of delivery of the Deed. Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

3.5 Recordation of Deed. Developer shall promptly file the Deed conveyed by the City to Developer for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office"). Developer shall pay all such recording costs.

SECTION IV

THE CONSTRUCTION OF THE PROJECT

4.1 Joinder Agreement. Simultaneous with the execution of the Agreement by Developer, Hispanic Housing Development Corporation shall convey all of its title and interest in the Developer Parcels to Developer. Concurrently therewith, Developer shall enter into a joinder agreement ("Joinder Agreement") with the City whereby Developer shall agree to develop the Developer Parcels

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reference to the parties ("Title Company"), hereinafter referred to as the
of conveyance of the property by the City to Developer, showing
this in the name of the City, subject only to the reservations and
exceptions provided in this Section III. Developer, as Developer,
this expense, may obtain such endorsements as it may require. The
City agrees to use reasonable efforts to assist Developer in

obtaining said endorsements. The City shall cause all appropriate
steps to secure the delivery of general and special permits to the date
of delivery of the deed. Developer shall be responsible for rent
charges for the building after the completion of said lease.

2.5. Registration of Deed. Developer shall promptly file the
deed conveyed by the City to Developer and record the same with the
Office of the Recorder of Deeds of Cook County, Illinois.
("Recorder's Office"). Developer shall pay all such recording

SECTION IV

THE CONSTRUCTION OF THE SHEDS

4.1. General Agreement. In accordance with the expiration of
the Agreement by Developer, Illinois Housing Development
Corporation shall convey all of its title and interest in the
developer parcels to Developer. Consequently, Developer
shall enter into a jointer agreement ("Jointer Agreement") with the
City whereby Developer shall agree to develop the Developer parcels

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in conjunction with the City Parcels in accordance with the terms of the Agreement. Upon the execution of the Joinder Agreement by the parties, the City Parcels and the Developer Parcels shall be collectively referred to as the "Property" as such term is defined in the Agreement. Developer shall promptly record one original Joinder Agreement with the Recorder's Office.

4.2 Right of Entry. Within ten (10) days of the execution date of the Agreement, the City shall grant to Developer a right of entry to the Property upon reasonable terms and conditions for the purpose of allowing Developer's architects and engineers to inspect the Property and to investigate the soil and environmental condition existing in the Property. Copies of any and all soil and environmental reports shall be delivered by Developer to the DPD for its review.

4.3 Working Drawings and Specifications. The construction of the Project by Developer shall be in accordance with those certain architectural drawings which have been approved by the DPD ("Drawings"). The Drawings are attached hereto as Exhibit D. No material deviation from the Drawings shall be made by Developer without the prior written consent of the DPD.

Prior to Developer's submission of its design development plans and specifications to the Department of Buildings with regard to the obtaining of a building permit, Developer shall submit to the DPD its final design development drawings and specifications consistent with the Drawings. The proposed final design development drawings and specifications shall conform to the terms

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in accordance with the terms of the Agreement. Upon the execution of the Order Agreement by the City Council and the Board of Health, the City Council shall be deemed to have accepted the "proposed" as such term is defined in the Agreement. The Board of Health shall promptly review and approve the Order Agreement with the Board of Health's Office.

6.1.1. Within ten (10) days of the execution of the Agreement, the City shall grant to the Developer a license of use for the property upon reasonable terms and conditions for the purpose of allowing the Developer's architect and engineer to inspect the property and to investigate the soil and environmental conditions existing on the property. The cost of any soil and environmental reports shall be borne by the Developer to the DSD for the review.

6.1.2. Pending the final design development drawing and specifications of the project, the Developer shall be in accordance with those certain architectural drawings which have been approved by the DSD ("Drawings"). The Drawings are attached hereto as Exhibit D. No material deviation from the Drawings shall be made by the Developer without the prior written consent of the DSD.

6.1.3. Prior to the Developer's submission of its design development drawing and specifications to the Department of Building with regard to the obtaining of a building permit, the Developer shall submit to the DSD the final design development drawing and specifications consistent with the Drawings. The proposed final design development drawing and specifications shall conform to the terms

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of the Agreement, and all applicable state and local laws, ordinances and regulations.

Upon receipt, the DPD shall have thirty (30) days in which to approve or reject the design development drawings and specifications. If the DPD rejects the drawings and specifications, Developer shall have ninety (90) days in order to prepare plans consistent with the requirements of the DPD and resubmit them to the DPD for the approval.

Developer's design development drawings and specifications which have been approved by the DPD shall be considered as the "Working Drawings and Specifications" for purposes of the Agreement. The Working Drawings and Specifications shall conform to the terms of the Agreement, the Drawings, and all applicable state and local laws, ordinances and regulations.

Any material amendment to the Working Drawings and Specifications must be submitted to the DPD for its approval, which approval shall not be unreasonably withheld or delayed.

4.4 Limited Applicability of DPD's Approval. Any approvals of the Working Drawings and Specifications made by the DPD are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the DPD pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Project. Developer agrees to notify the DPD within five (5) days of the submission of the Working Drawings and Specifications to the City's

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of the Agreement, and all applicable state and local laws, ordinances and regulations.

Upon receipt, the DSD shall have thirty (30) days in which to approve or reject the design development drawings and specifications. If the DSD rejects the drawings and specifications, Developer shall have thirty (30) days in order to resubmit plans consistent with the requirements of the DSD and request them to the DSD for the approval.

Developer's design development drawings and specifications which have been approved by the DSD shall be considered as the "working drawings and specifications" for purposes of the Agreement. The Working Drawings and Specifications shall remain to the benefit of the Agreement for the term and all applicable state and local laws, ordinances and regulations. Any material submitted to the DSD for the approval, which is not approved, shall be immediately returned to Developer.

4.4. Limited Liability of DSD. Any approvals or rejections of drawings and specifications sent by the DSD are for the purposes of the Agreement only and do not constitute a warranty or any other opinion of the DSD, nor does any approval by the DSD constitute an endorsement or approval of the quality, structural soundness or the safety of the project. Developer agrees to notify the DSD within five (5) days of the submission of the Working Drawings and Specifications to the City's

Department of Buildings with regard to the issuance of building permits for the construction of the Project, and to subsequently notify the DPD within five (5) days of the issuance of said building permits.

4.5 Constructing the Project.

(a) **Scope of the Project.** For purposes of the Agreement, the "Project" shall be referred to as the construction by Developer of the retail/office/commercial complex at the Property pursuant to the Working Drawings and Specifications. Any development of the Property by Developer for residential uses shall be strictly prohibited by the terms of the Agreement and the Deed.

(b) **Budget.** Prior to the commencement of the construction of the Project by Developer pursuant to the terms of the Agreement, Developer shall deliver to the DPD for its approval a written budget ("Budget") setting forth the projected and anticipated development costs with regard to the construction of the Project. Developer shall also submit to the DPD for its approval Developer's financing sources ("Financing"), which shall include a description of Developer's equity and evidence of a commitment for adequate financing ("Commitment"), specifying the lender, the amount of the loan, length of the term and the applicable interest rate. The terms of the Commitment shall be subject to the reasonable approval of the City.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of

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...of buildings with regard to the issuance of building permits for the construction of the project, and to subsequently ... the BDD within five (5) days of the issuance of said ...

4.2. Construction of the Project

(a) Submittal of the Project The purpose of the Agreement, the project shall be returned to the jurisdiction by the developer of the project. The developer shall be responsible for the design and construction of the project. Any development of the project shall be subject to the approval of the BDD. The developer shall be responsible for the design and construction of the project. The developer shall be responsible for the design and construction of the project.

(b) Submittal Prior to the commencement of the construction of the project by the developer pursuant to the terms of the Agreement, the developer shall submit to the BDD for its approval a written application ("Application") containing the proposed and anticipated development costs with respect to the construction of the project. The developer shall submit to the BDD for its approval a written application ("Application") which shall include a description of the project's site and evidence of a commitment for separate financing ("Financing"), specifying the amount of the loan, the length of the term and the applicable interest rate. The developer shall be subject to the BDD's approval of the project.

... of the City. Provided that the Agreement is approved by the City, the developer shall obtain financing from the lender identified in the Agreement ("Construction Lender") to finance the construction of the project.

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the Project ("Construction Loan"). The Construction Lender shall be permitted to secure its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Property. The terms of the Construction Loan Agreement (and its corresponding documents) shall be subject to the reasonable approval of the City.

(c) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey to Developer the Deed to the City Parcels for the sales price of Forty Six Thousand One Hundred and no/100 Dollars (\$46,100.00). The sales price shall be in the form of a cashier's or certified check.

The City acknowledges the prior receipt from Developer of the following sums: (a) a Performance Deposit in the amount of Two Thousand Three Hundred Five and no/100 Dollars (\$2305.00), which shall be retained by the City as security for the performance of the obligations incurred by Developer as a result of the Agreement, said Performance Deposit to be refunded to Developer upon the issuance of the Certificate as provided for in subsection 4.8 below; and (b) an Earnest Money Deposit in the amount of Two Thousand Three Hundred Five and no/100 Dollars (\$2305.00), which shall be credited against the sales price at the time of the delivery of the Deed to Developer.

Notwithstanding the above, Developer shall be solely responsible for and shall pay all costs with regard to: the relocation, installation or construction of public or private utilities, curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parkways deteriorated or damaged as a

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the project ("Construction Loan")... The Construction Loan shall be provided to secure its loan by a mortgage ("First Mortgage") and second mortgage ("Second Mortgage") on the property. The terms of the Construction Loan Agreement and its corresponding documents shall be subject to the respective approval of the City. (c) Sales Price. Subject to all of the terms, conditions and conditions of the Agreement, the City shall convey to the developer the lot to the City for the sale price of \$1,000,000. The sales price shall be in the form of a check or cash.

The City acknowledges the prior receipt from developer of the following amount: (a) a Performance Bond in the amount of two thousand three hundred five and no/100 dollars (\$2,305.00), which shall be retained by the City for the performance of the obligations incurred by the developer as a result of the agreement. Performance deposits to be returned to developer upon the completion of the project are provided for in subsection 4.3 below; and (b) an Earnest Money Deposit in the amount of two thousand three hundred five and no/100 dollars (\$2,305.00), which shall be credited against the sales price at the time of the closing of the deed to developer.

Notwithstanding the above, developer shall be solely responsible for and shall pay all costs with regard to the acquisition, installation or maintenance of public or private utilities, curb cuts and driveways; the repair or reconstruction of any curbs, sidewalks or parking areas damaged or damaged as a

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result of the construction of the Property; the removal of existing pipes, utility equipment or building foundations; and the termination of water and other services.

(d) Conveyance of the City Parcels. Subsequent to the receipt of written notice from Developer to the City that Developer seeks to commence construction of the Project, the City shall convey the Deed to the City Parcels in accordance with the terms and conditions described in Section III above, but only after the DPD has approved the following documents submitted by Developer to the DPD: (i) the Budget; (ii) the Working Drawings and Specifications; (iii) all executed contracts covering completion of the Project between Developer and the General Contractor, and received all contracts between the General Contractor and its major subcontractors; and (iv) evidence that the Project is at least pre-leased to the threshold of sixty percent (60%) occupancy of the Project space. For purposes of this subsection 4.5(d), "pre-leased" shall signify that Developer shall have in hand either executed leases affecting the Project, or letters of intent to lease space at the Project, the sufficiency of such letters of intent to be determined by the Construction Lender. The DPD must also have received a copy of the "soft sheet" building permit with regard to the construction of the Project. Notwithstanding anything herein to the contrary, if Developer fails to deliver to the DPD the documents (i)-(iv) described in this subsection 4.5(d) within eighteen (18) months from the execution date of the Agreement, the Agreement, at the sole option of the City, may be

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result of the construction of the property (the removal of existing
paved, utility easements or building foundations) and the
rehabilitation of water and sewer service.

(b) The City Council shall determine the
feasibility of such project and the City shall determine
whether to approve the project. The City shall
approve the project in accordance with the terms
and conditions described in Section 11 above, but only after the
City has approved the following documents submitted by Developer to
the City: (i) the project; (ii) the zoning ordinance and
specifications; (iii) all required contracts, including construction
and the project between Developer and the City; and
received all approvals between the project, construction and the major
contractors; and (iv) evidence that the project is at least pre-
pared to the standards of the City's public utility department of the
City. For purposes of this section 11(b), the
City shall determine whether Developer shall have in hand either
existing loans, including the project, or letters of intent for
such loans. If the project, the sufficiency of such letters of
intent to be determined by the construction contract. The City shall
also receive a copy of the "best interest" building permit with
regard to the construction of the project. Notwithstanding
anything herein to the contrary, if Developer fails to deliver to
the City the documents (i)-(iv) described in this section 11(b) within
thirty days from the expiration date of the
agreement, the agreement, at the sole option of the City, may be

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declared null and void and the City shall be under no further obligation to Developer. In addition, the City shall be entitled to retain the Performance Deposit and Earnest Money Deposit described in subsection 4.5(c) above.

4.6 Relocation of Utilities. In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under the Property, the public streets or private property adjacent to the Property, Developer agrees to cause such utilities to be relocated at Developer's sole expense. Under no circumstances shall the City be financially responsible for the relocation, repair or replacement of any utility lines as a result of the Agreement. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines as a result of the Agreement.

4.7 Commencement and Completion of the Project. Developer agrees for itself, its successors and assigns that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the time period specified in subsection 3.1 above.

4.8 Certificate of Completion. As the Project is completed in accordance with the Working Drawings and Specifications and the provisions contained in the Agreement, the DPD, upon the written request by Developer, shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement

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... shall be under no obligation to maintain the City's utility lines or to maintain the City's utility lines in the event of a disaster. The City shall be entitled to maintain the City's utility lines and the City shall be entitled to maintain the City's utility lines in the event of a disaster.

4.3. Relocation of Utilities. In the event developer requests the relocation, repair or replacement of any existing City utility lines in and under the property, the utility shall be private property adjacent to the property. Developer agrees to ensure such utility to be relocated at Developer's sole expense. Under no circumstances shall the City be liable for relocation, repair or replacement of any utility lines as a result of the Agreement. In addition, Developer shall be solely responsible for the payment of any costs associated with the relocation, repair or replacement of any private utility lines as a result of the Agreement.

4.4. Performance and Completion of the Project. Developer agrees that it shall, at its sole expense and risk, complete the project within the time period specified in subsection 4.1 above.

4.5. Certificate of Completion. As the project is completed in accordance with the Working Drawings and Specifications and the provisions contained in the Agreement, the City, upon the written request of Developer, shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and completion of the project in the Agreement.

COOK COUNTY

with respect to the obligations of Developer and its successors and assigns to complete the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the DPD, within thirty (30) days after receipt of the same, shall undertake an inspection of the Project in question and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with the Agreement and the Working Drawings and Specifications, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the DPD, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the DPD's requirements, Developer shall resubmit a written request for a Certificate from the DPD.

4.9 Prohibition against Unpermitted Encumbrances.

Prior to the issuance of the Certificate with regard to the completion of construction of the Project, neither Developer nor any successor in interest to the Property or the Project shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Property; provided, however, that Developer, after receiving the prior written consent of the City, shall be permitted to obtain financing solely to

obtain construction financing as described in subsection 4.5(a) above to the extent necessary for completing the construction of the Project. In addition, the City acknowledges that Developer may seek additional investors (other than the Entities described in subsection 2.1(a) above), to participate in the joint venture constituting Developer. Such participation in the joint venture shall not be considered to be a violation of this subsection 4.9, provided that the identity of the additional investors is fully disclosed to the DPD, and provided further, that management control of Developer remains solely with the Entities (as further described in that certain Joint Venture Agreement establishing Developer dated _____, 1992). In addition, any additional investors (as described in this subsection 4.9) must deliver to the DPD an executed economic disclosure statement and executed Affidavits.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, the holder of any mortgage or its affiliate authorized by the Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, but not including: (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself or its affiliate) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this subsection 4.10 or any section of the Agreement shall be deemed or

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construed to permit or authorize any such holder or its affiliate to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City. After any such default by Developer, the City and each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Whenever the mortgagee shall deliver a notice or demand to Developer with respect to any breach or default by Developer of its obligations under the mortgage loan documents, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in subsection 2.9 below. After any such default by Developer, the City and each mortgagee shall have the right to remedy such default.

SECTION V

DEVELOPER'S COVENANTS

5.1 Developer's Covenants.

(a) Use Restriction. Developer covenants to the City that the Property shall be solely utilized for the construction and

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considered to be a part of the property or any part thereof to any extent, or to be included in any improvement thereon, unless it has been used or intended to be used for the purposes specified in the Agreement.

Whenever the City shall deliver a notice of demand with respect to any parcel or default by developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose name has been shown in writing to the City. After any such notice is delivered, the City and each mortgagee shall (unless the City and mortgagee have the right, at the mortgagee's option, to remedy such default) nevertheless, the mortgagee shall deliver a notice or demand to developer with respect to any parcel or default by developer of its obligations under the mortgage loan document, and mortgagee shall at the same time forward a copy of such notice or demand to the City at the address listed in subsection 8.2 below. After any such default by developer, the City and each mortgagee shall have the right to remedy such default.

SECTION 7

DEVELOPER'S OBLIGATIONS

7.1. Environmental Remediation. (a) Environmental remediation obligations shall be solely utilized for the remediation and

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operation of a commercial/retail/office complex constructed pursuant to the Working Drawings and Specifications. Developer covenants to the City that the Property or any part thereof will not be utilized for the creation or provision of housing.

(b) Compliance with Equal Opportunity Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or rental of any commercial, retail, or office space located in the Project pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601 et seq. (1988), and 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois.

(c) Compliance with Laws Affecting the Disabled. In constructing the Project, Developer agrees to comply with all federal, state and municipal laws and ordinances concerning the rights of accessibility for the physically disabled, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (1990), and the Environmental Barriers Act of Illinois, 410 ILCS 25/1 et seq. (1992).

SECTION VI
PERFORMANCE

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations with respect to the commencement and completion of the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Project, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall notify in writing the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, not later than thirty (30) days after receipt of such

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SECTION VI

REMEDIES

6.1.1. In the event of a delay in the performance of the

6.1.1.1. Remedial Delay: Neither the City, Developer, or any

successor in interest to Developer, shall be considered in breach

of the obligation with respect to the construction and completion

of the project in the event of delay in the performance of such

obligation due to an unforeseeable event beyond the party's control

and without such party's fault or negligence, including but not

limited to any delay or failure in the construction of the project,

which are compelled by court order, act of God, any of the public

works, acts of the third party, acts of the other party, strike,

labor, epidemics, governmental actions, and/or epidemics and

eventually severe weather or delays of subcontractors due to such

causes. The time for the performance of the obligation shall be

extended only for the period of the entered delay if the party

seeking the extension shall notify in writing the other party

within ten (10) days after the beginning of any such delay.

6.1.1.2. Remedial Delay

(a) Generally. Except as otherwise provided in the

Agreement, in the event of a delay in the performance of the

obligation under the Agreement, the party in breach shall

be liable for the cost of remedial work, upon written notice from the other

party or successor, which shall be immediately cured or remedied

within thirty (30) days after receipt of each

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notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- (1) If, at any time, any warranty, representation or statement made or furnished by Developer or either Entity (including the representations and warranties of Developer described in subsection 2.1 above) is not true and correct in any material respect; or
- (2) If any petition is filed by or against Developer or either Entity under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or
- (3) If Developer defaults in fulfilling its obligations with respect to the completion of the Project (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work, and such default, violation, abandonment or suspension shall not be cured, ended or

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to the extent such action is not otherwise provided for in this Act. In the event such action is not otherwise provided for in this Act, the provisions of this Act shall apply to such action as if it were provided for in this Act. In the event such action is not otherwise provided for in this Act, the provisions of this Act shall apply to such action as if it were provided for in this Act.

For purposes of this Act, the term "person" shall include any individual, partnership, corporation, or other entity, whether or not organized under the laws of the United States or any State, Territory, or Possession of the United States, or any foreign country.

(1) If, at any time, any individual, partnership, corporation, or other entity, whether or not organized under the laws of the United States or any State, Territory, or Possession of the United States, or any foreign country, is engaged in the business of providing services to the Federal Reserve Bank of Chicago, the individual, partnership, corporation, or other entity shall be deemed to be a "person" for purposes of this Act.

(2) If any person is listed by or against the Federal Reserve Bank of Chicago, the Federal Reserve Bank of Chicago shall have the right to take any action that it deems appropriate to enforce the terms of the listing, including the right to suspend or terminate the listing, or to take any other action that it deems appropriate to enforce the terms of the listing.

(3) If a person is listed by or against the Federal Reserve Bank of Chicago, the Federal Reserve Bank of Chicago shall have the right to take any action that it deems appropriate to enforce the terms of the listing, including the right to suspend or terminate the listing, or to take any other action that it deems appropriate to enforce the terms of the listing.

(4) If a person is listed by or against the Federal Reserve Bank of Chicago, the Federal Reserve Bank of Chicago shall have the right to take any action that it deems appropriate to enforce the terms of the listing, including the right to suspend or terminate the listing, or to take any other action that it deems appropriate to enforce the terms of the listing.

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remedied within thirty (30) days of the date Developer receives written demand by the City to cure such default, or such longer period of time, the reasonableness of such period to be determined by the City, if the default cannot be reasonably cured within the aforesaid thirty (30) days, provided that the cure has been commenced by Developer within said thirty (30) day period; and

- (4) If Developer fails to comply with the use restrictions affecting the Property described in section 5 above; or
- (5) If Developer fails to comply with the non-discrimination covenants described in section 5(b) and (c) above with regard to the use, occupancy or accessibility of the Property; or
- (6) Failure of Developer to pay real estate taxes or assessments affecting the Property (after the date of conveyance by the City to Developer) or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Property or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days

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received within thirty (30) days of the date developer received written demand by the City for such information, or such longer period of time, the responsibility of such period to be determined by the City, if the default occurs in reasonably same with the address thirty (30) days, provided that the cure has been commenced by developer within said thirty (30) day period and

(6) If developer fails to comply with the restrictions affecting the property described in section 2 above or

(7) If developer fails to comply with the non-discrimination covenants described in section 2 above and

regard to the use, occupancy or ownership of the property;

(8) Failure of developer to pay real estate taxes or assessments affecting the property after the date of conveyance by the City to developer or any part thereof

when the, or placing thereon any encumbrance or lien or authorized by the agreement, or entering any levy or

agreement to be made or any arrangements or mechanical lien, or any other encumbrance of encumbrance

or lien to attach to the property on any part thereof, and such taxes or assessments shall not have been paid,

or the encumbrance or lien removed or discharged or provision satisfaction to the City made for such

payment, removal or discharge within sixty (60) days

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after written demand by the City to remove such lien or encumbrance; or

- (7) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of subsection 5.2 below.

(c) Prior to Conveyance of the City Parcels. If, from the execution date of the Agreement until the City initially conveys to Developer the Deed to the City Parcels, Developer or its successor in interest defaults in any specific manner as described in paragraph (b) of this subsection 6.3, and after the delivery of notice of default pursuant to subsection 6.3(a), the City may immediately terminate the Agreement and retain the Performance Deposit described in subsection 4.5(c) above.

(d) After Conveyance of the City Parcels Until Issuance of Certificate. If, subsequent to the conveyance of the City Parcels by the City to Developer and the commencement of the Project by Developer, until the City issues its Certificate with regard to the completion of the Project, Developer or its successor in interest shall default in any specific manner as described in paragraph (b) of this subsection 6.3, then the City, by written notice to Developer, and after reasonable opportunity to cure, shall terminate the Agreement, retain the Performance Deposit, and may exercise any right at law or in equity against Developer, and in addition, have the right to re-enter and take possession of the City Parcels conveyed by the City to Developer, to terminate the estate conveyed by the Deed to the City Parcels to Developer as

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after written demand by the City to remove such title or

encumbrance of

any assignment, pledge, encumbrance, transfer or other

disposition is made in violation of subsection 5.13

below.

(c) If the City determines that the City has a right to the parcels conveyed to the City pursuant to the agreement, the City may, at its discretion, require the developer to provide a performance bond in an amount determined by the City in its discretion. The City may also require the developer to provide a performance bond in an amount determined by the City in its discretion. The City may also require the developer to provide a performance bond in an amount determined by the City in its discretion.

(d) After completion of the project, the City may, at its discretion, require the developer to provide a performance bond in an amount determined by the City in its discretion. The City may also require the developer to provide a performance bond in an amount determined by the City in its discretion.

(e) If the City determines that the City has a right to the parcels conveyed to the City pursuant to the agreement, the City may, at its discretion, require the developer to provide a performance bond in an amount determined by the City in its discretion. The City may also require the developer to provide a performance bond in an amount determined by the City in its discretion.

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well as Developer's right of title and all other rights and interests in the City Parcels conveyed by the Deed to Developer, and re-vest title in the City Parcels with the City. In addition, the City shall have the right (but not the obligation) to acquire the Developer Parcels from Developer, paying as consideration for the Developer Parcels the fair market value of the Developer Parcels determined as of the execution date of the Agreement. The consideration shall be tendered by the City to Developer upon the distribution of sale proceeds as described in subsection 6.3(e) below. The parties acknowledge that such condition subsequent and the re-vesting of title in the City Parcels, and the acquisition of the Developer Parcels, as a result of the terms and conditions described herein, in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage authorized by the Agreement for the protection of the holders of the First Mortgage.

Upon the acquisition by the City of title to the Property as described in the preceding paragraph, the City may convey the Property (or each parcel constituting the Property) to a developer ("Subsequent Developer") meeting the approval of the DPD which shall complete construction of the Project, including, if necessary, the hiring of an alternative contractor to complete the Project. The Subsequent Developer shall also be obligated to assume the payment of any unpaid principal of the First Mortgage and the interest accrued thereon due and payable as of the date of the conveyance of the Property or any parcel thereof by the City.

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and as Developer's rights and all other rights and interests in the City parcels conveyed by the deed to Developer, and these rights in the City parcels with the City. In addition, the City shall have no right (but not the obligation) to acquire the Developer parcels from Developer, having no consideration for the Developer parcels. The City further states that the Developer parcels determined as of the execution date of the deed to the City shall be deemed to be owned by the City to Developer upon the execution of this deed as described in the deed to the City. The parties acknowledge that such a condition precedent and the recording of this deed in the City parcels, and the application of the Developer parcels, as a result of the deed and conditions thereof herein, in the City shall always be final, and shall not be subject to any appeal, review, or challenge in any way, the time or the form of any appeal, review, or challenge for the purpose of the deed to the City parcels.

That the acquisition by the City of title to the property as described in the preceding paragraph, and the City may convey the property to a parcel containing the property to a developer (Developer) (Developer) having the approval of the City which shall constitute a complete construction of the deed, including, if necessary, the filing of an affirmative contract to complete the deed. The Subsequent Developer shall also be obligated to ensure the payment of any unpaid principal of the first mortgage and the interest accrued thereon and pay the same to the City, and the conveyance of the property or any parcel thereof to the City.

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(e) Distribution of Sale Proceeds. Upon the sale of the Property (or any parcel thereof) by the City to the Subsequent Developer pursuant to subsection 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the Construction Lender for any sums due and owing (with interest calculated to the date that the City re-enters onto the Property), and then, to the City for:

- (a) costs and expenses incurred by the City with regard to the reconveyance of the Property from Developer to the City, and the management and subsequent conveyance of the Property to the Subsequent Developer;
- (b) all taxes, assessments, and water and sewer charges with respect to the Property;
- (c) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees;
- (d) any expenditures made or obligations incurred with respect to construction and maintenance of the Project;
- (e) any other amounts owed to the City by Developer, its successors or transferees; and

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(b) The City shall be responsible for the cost of the...
...for any other...
...proceeds from...
...shall be utilized...
...for any other...
...to the City...
...and then, to the City...

(c) The City shall be responsible for the cost of the...
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(d) The City shall be responsible for the cost of the...
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(f) The City shall be responsible for the cost of the...
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(f) any remaining sum shall be delivered to Developer.

(g) After Issuance of Certificate. If Developer fails to comply with those certain covenants described in Section V of the Agreement, or defaults in any specific manner as described in subsection 6.3(b)(4) and (5) above, the City shall have any rights available against Developer at law or in equity, including, without limitation, a suit for injunctive relief. This covenant shall be enforceable by the City to the fullest extent allowable under law.

6.4 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Project; (iii) a material misrepresentation or omission in Developer's documentation to the

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City to participate as a Developer which is the result of information supplied or omitted by Developer or by agents, employees, contractors or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer at the Property; and (vi) any claim or cost relating to the soil and environmental condition of the Property.

6.6 Access to the Property. Any duly authorized representative of the City shall, at all reasonable times, have access to the Property for the purpose of confirming Developer's compliance with the Agreement.

6.7 City's Right to Inspect Records. Until the City issues its Certificate with regard to the completion of the Project, Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchaser orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

SECTION VII

DEVELOPER'S AFFIRMATIVE ACTION OBLIGATIONS

7.1 Affirmative Action Obligations. Developer, for itself, its successors and assigns, agrees that during the construction of the Project:

- A. Developer shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income and shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B. To the greatest extent feasible, Developer is required to present opportunities for training and employment of lower income residents of the City; and to provide that contracts for work in connection with the construction and operation of the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.
- C. In order to promote equality of opportunity for minority and female personnel with regard to the construction of the Project, the following percentage goals of construction of aggregated work hours in each of the categories of

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SECTION VII

INVESTIGATION OF THE POLICE DEPARTMENT

The following are the names of the officers who were assigned to the investigation of the case mentioned in the report.

The names of the officers who were assigned to the investigation of the case mentioned in the report are as follows:

the names of the officers

The names of the officers who were assigned to the investigation of the case mentioned in the report are as follows: [The following text is mirrored and largely illegible due to the watermark and heavy noise.]

The names of the officers who were assigned to the investigation of the case mentioned in the report are as follows: [The following text is mirrored and largely illegible due to the watermark and heavy noise.]

The names of the officers who were assigned to the investigation of the case mentioned in the report are as follows: [The following text is mirrored and largely illegible due to the watermark and heavy noise.]

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construction journeymen and apprentices shall apply:

- a. At least 25% by minorities.
 - b. At least 5% by women.
- D. All construction workers covered by the Agreement shall mean skilled construction workers, which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers, where applicable.
- E. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. Developer, in order to demonstrate compliance with the terms of the Agreement, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.
- F. Developer, in all solicitations or advertisements for employees placed by or on behalf of Developer, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, military status, parental status, sexual orientation, source of income, age, handicap or disability.
- G. Developer shall include the provisions of subparagraphs (A)-(F) in every contract, and shall require inclusion of these provisions in every sub-contract and sub-sub-contractor, entered into by its General Contractor, so that each provision shall be binding upon the General Contractor and each sub-contractor, and each sub-sub-contractor, as the case may be.
- H. Failure to comply with these affirmative action obligations described in this subsection shall be a basis for the City to institute remedies under the provisions of section VI above.

7.2 Hiring Covenants. As part of its obligations pursuant to the Agreement, Developer has committed to the City that, subsequent to the issuance of the Certificate by the City,

Developer shall utilize its best efforts to undertake community based hiring with regard to employment opportunities affecting the operation of the Project and the commercial, retail and office uses therein.

SECTION VIII

MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this subsection 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability and Transfer. Unless permitted by the provisions contained in subsection 4.8 above, Developer, until the City issues the Certificate with regard to the completion of the Project, shall not assign, transfer or convey any right, title or

interest in the Property, or any of its duties or obligations under the Agreement as they relate to the Project or the Property.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the Project, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be

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interest in the property, or any of its shares or obligations under the agreement as they relate to the project or the property.

4.1.1. The City will require to the completion of the project, no member of any City board, commission or agency, or official or employee of the City shall have any financial interest, direct or indirect, in the project, the Agreement, or the Project, nor shall any such member, official or employee participate in any transaction relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested, be member, official or employee of the City shall be personally liable for the recovery of any amount of interest, to persons and commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

4.1.2. All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance thereof by the parties shall constitute a waiver of rights relating to reasons or any other consideration.

4.1.3. Mutual Release. The parties agree to release their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, and any other

COOK COUNTY

necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

8.7 1/2 Merger with Deed. The provisions of the Agreement shall not be merged with the Deed to the Property conveyed by the City to Developer pursuant to the terms of the Agreement.

8.8 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.9 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:

Commissioner
Department of Planning
and Development
Room 1000, City Hall
Chicago, Illinois 60602

with a copy to:

Corporation Counsel
City of Chicago
Room 610, City Hall
Chicago, Illinois 60602
Attn: Real Estate &
Land Use Division

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necessary or appropriate, compliance with the terms and provisions of the Agreement.

8.1. The parties shall remain in full force and effect until terminated in writing by either party. The Agreement shall not be deemed to have been terminated by the expiration of the term of the Agreement unless otherwise provided in the Agreement.

8.2. No portion of the Agreement shall be deemed to have been assigned to any third party without the prior written consent of the City. The provisions of the Agreement shall not be deemed to have been assigned to any third party without the prior written consent of the City.

8.3. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement.

8.4. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement. The City shall be deemed to have accepted the terms and conditions of the Agreement by the execution of the Agreement.

City of Chicago
Department of Finance
and Administration
Room 100 City Hall
Chicago, Illinois 60602

Comptroller of the City
City of Chicago
Room 100 City Hall
Chicago, Illinois 60602
Attn: Real Estate &
Land Use Division

to the City

with a copy to:

If to Developer:

Plaza Internacional
Joint Venture
Attn: Hipolito Roldan
65 East Wacker Place
Suite 1800
Chicago, Illinois 60601

with a copy to:

James Snider
Suite 2626
180 North LaSalle Street
Chicago, Illinois 60601

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

8.11 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee or other lien holder, and their successors in interest in

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the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and Developer's respective heirs, legal representatives, successors and assigns.

8.15 Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

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and further that any other person or party who shall sign the
City shall claim the benefit of such approval or certification.
3.14. Enforceability and Waiver. The terms of the Agreement
shall be binding upon the City and Developer, and Developer's
representative parties, legal representatives, successors and assigns.
3.15. Enforceability. If any provision of the Agreement, or any
amendment, supplement, change, addendum, or other modification
thereof, in any circumstance is held invalid, the remainder of the
Agreement shall be construed as if such invalidity did not exist
and shall remain in full force and effect. The Agreement shall be
enforced as if it were a contract. The Agreement shall be deemed to
constitute the entire agreement between the parties and shall be
governed by the laws of the State of Illinois. The Agreement shall be
binding on each of which shall constitute an original instrument.

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COOK COUNTY

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IN WITNESS WHEREOF, the parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

CITY OF CHICAGO,
a municipal corporation

By: *Valerie P. Jarrett*
Valerie P. Jarrett
Commissioner
Department of Planning
and Development

PLAZA INTERNACIONAL JOINT VENTURE,
an Illinois joint venture

By: HISPANIC HOUSING DEVELOPMENT
CORPORATION,

By: *Hipolito Roldan*
Hipolito Roldan, President

By: *James Snelder*
James Snelder, Secretary

By: DIVISION STREET BUSINESS
DEVELOPMENT ASSOCIATION

By: *Roberto Maldonado*
Roberto Maldonado, President

By: *Nestor Montalvo*
Nestor Montalvo, Secretary

CLERK'S OFFICE OF COOK COUNTY

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IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed the following instrument on this day of _____, 19__.

Witness my hand and seal of the State of Illinois at Springfield, this _____ day of _____, 19__.

STATE OF ILLINOIS
COUNTY OF _____

CITY OF CHICAGO
COUNTY OF COOK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

BY: _____
DEPUTY CLERK

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

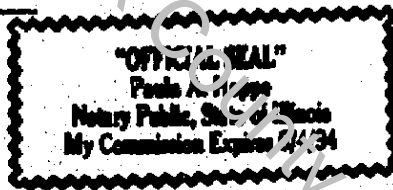
I, PAULA A HOPPE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not for profit corporation and a partner in Plaza Internacional Joint Venture, an Illinois joint venture, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such President, he signed and delivered the said instrument, pursuant to authority given by Hispanic Housing Development Corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of October, 1993.

Paula A Hoppe

Notary Public

(SEAL)



My Commission expires _____

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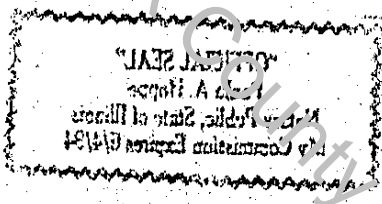
STATE OF ILLINOIS

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COUNTY OF COOK

IN SENATE, January 15, 1934.
REPORT OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, CONCERNING THE
PROCEEDINGS OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, IN THE MATTER OF
THE ELECTION OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, FOR THE TERM
BEGINNING JANUARY 1, 1934, AND
ENDING JANUARY 1, 1935.

REPORT OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, CONCERNING THE
PROCEEDINGS OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, IN THE MATTER OF
THE ELECTION OF THE COMMISSIONERS OF THE
STATE OF ILLINOIS, FOR THE TERM
BEGINNING JANUARY 1, 1934, AND
ENDING JANUARY 1, 1935.



My Commission expires

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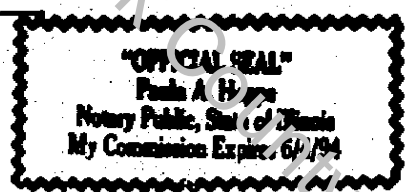
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, PAULA A HOPPE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James Sneider, personally known to me to be the Secretary of Hispanic Housing Development Corporation, an Illinois not for profit corporation and a partner in Plaza Internacional Joint Venture, an Illinois joint venture, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by Hispanic Housing Development Corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of October, 1993.

Paula A Hoppe
Notary Public

(SEAL)



My Commission expires _____.

Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

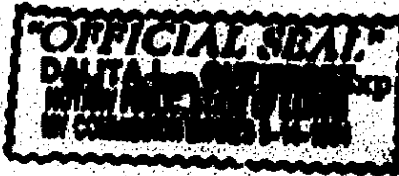
I, Dalita L. Gutierrez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nestor Montalvo, personally known to me to be the Secretary of Division Street Business Development Association, an Illinois not for profit corporation and a partner in Plaza Internacional Joint Venture, an Illinois joint venture, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument, pursuant to authority given by Division Street Business Development Association, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of October, 1992.

Dalita L. Gutierrez

Notary Public

(SEAL)



exp. res 5/21/94

Cook County Clerk's Office

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LIST OF EXHIBITS

- A** Legal Description of the City Parcels
and the Developer Parcels
- B** Developer's Affidavits
- C** Drawings
- D** Deed

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LIST OF EXHIBITS

Legal Description of the City Parcels	A
and the Developer Parcels	
Developer's Allotment	B
Drawings	C
Deed	D

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE CITY PARCELS

1. LOTS 16, 17, 18, 19, 20 AND 21 IN BLOCK 3 IN ADAM OCH'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF LOT 13 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-129-027-0000

Address: 2032 West Division Street;
Chicago, Illinois

2. LOTS 18, 19 AND 20 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-303-026-0000

Address: 2041 West Division Street;
Chicago, Illinois

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EXHIBIT A

LEGAL DESCRIPTION OF THE CITY PARCELS

THAT PART OF THE LAND IN COOK COUNTY, ILLINOIS, BEING THE
SECTION 16, TOWNSHIP 33 NORTH, RANGE 12 WEST, COUNTY OF COOK,
STATE OF ILLINOIS, AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 17, TOWNSHIP 33 NORTH, RANGE 12 WEST, COUNTY OF COOK,
STATE OF ILLINOIS, BEING THE SAME AS SHOWN ON THE PLAT OF THE
PRINCIPAL ROADWAY, IN COOK COUNTY, ILLINOIS.

Map: 17-08-100-000-000

Address: 2000 West Division Street,
Chicago, Illinois

THAT PART OF THE LAND IN COOK COUNTY, ILLINOIS, BEING THE
SECTION 16, TOWNSHIP 33 NORTH, RANGE 12 WEST, COUNTY OF COOK,
STATE OF ILLINOIS, AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 17, TOWNSHIP 33 NORTH, RANGE 12 WEST, COUNTY OF COOK,
STATE OF ILLINOIS, BEING THE SAME AS SHOWN ON THE PLAT OF THE
PRINCIPAL ROADWAY, IN COOK COUNTY, ILLINOIS.

Map: 17-08-100-000-000

Address: 2000 West Division Street,
Chicago, Illinois

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LEGAL DESCRIPTION OF THE PRIVATE PARCELS

1. LOT 15 IN BLOCK 2 IN W. D. KERFOOT'S SUBDIVISION OF 4 ACRES IN THE SOUTH EAST CORNER OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE PORTION OF LOT 16 IN BLOCK 2 AFORESAID DESCRIBED AS BEGINNING ON THE EAST LINE OF LOT 15, 15 FEET OF THE SOUTH EAST CORNER OF LOT 15 THE EAST 1 3/4 INCHES; THE NORTH 35 FEET 2 3/8 INCHES TO A POINT 1 INCH EAST OF THE EAST LINE OF LOT 15; THENCE WEST 1 INCH THE SOUTH 35 FEET 2 3/8 INCHES TO THE POINT OF BEGINNING INTENDING TO BE SO MUCH OF LOT 16 AS OCCUPIED BY BUILDING NUMBER 446 WEST DIVISION STREET IN COOK COUNTY, ILLINOIS.

PIN: 17-06-129-036-0000

Common address: 2028 West Division Street,
Chicago, Illinois

2. LOT 14 IN BLOCK 2 IN KERFOOT'S SUBDIVISION OF 4 ACRES IN THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 3 OF PLATS PAGE 27 IN COOK COUNTY, ILLINOIS.

PIN: 17-06-129-028-0000

Common address: 2030 West Division Street,
Chicago, Illinois

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CLERK OF COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

1900

THE CLERK OF COURT OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS THE SAME APPEARS IN THE RECORDS OF THE COUNTY OF COOK, ILLINOIS.

1900-01-01

County Address: 2030 West Division Street, Chicago, Illinois

THE CLERK OF COURT OF THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS THE SAME APPEARS IN THE RECORDS OF THE COUNTY OF COOK, ILLINOIS.

1900-01-01

County Address: 2030 West Division Street, Chicago, Illinois

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EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

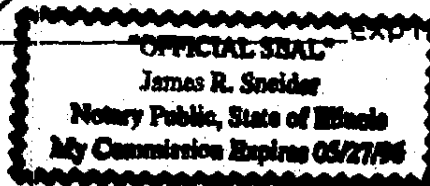
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HISpanic Housing Development Corp.

Organization: ON BEHALF PLATA INDEPENDIENTE JOM VENTURE Date: 10/28/14

Representative: [Signature] Title: PRESIDENT

Notary: [Signature] Expiration Date: _____



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EXHIBIT A

DECLARATION REGARDING PRIVACY

I, the undersigned, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

The undersigned certifies to the best of his or her knowledge and belief that the information contained herein is true and correct.

I, the undersigned, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I am not aware of any other person who has provided false information to the Commission. I understand that the Commission may use the information provided for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate. I understand that the Commission may also use the information for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate.

I, the undersigned, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that the Commission may use the information provided for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate. I understand that the Commission may also use the information for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate.

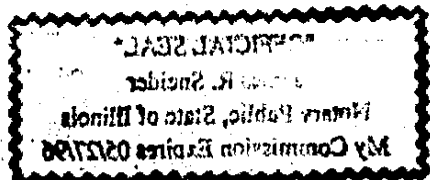
I, the undersigned, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that the Commission may use the information provided for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate. I understand that the Commission may also use the information for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate.

I, the undersigned, hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I understand that the Commission may use the information provided for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate. I understand that the Commission may also use the information for the purpose of conducting an investigation and may disclose the information to other persons as it deems appropriate.

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AFFIDAVIT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the City of Chicago.

That this instrument is made to induce, and in consideration of the City of Chicago's consummation of a business loan to affiant.

That all water taxes, property taxes and sales taxes, except the current bill, have been paid in reference to the premises which is the subject matter of the loan application and agreement.

That affiant is not in default or in the arrears on any outstanding commercial loans or water taxes, property taxes, sales taxes or assessments owed to the City of Chicago personally or by any partnership, corporation, joint venture, or land trust in which the affiant has at least a 5% beneficial interest.

That since the initial date of application, affiant has not done or suffered to be done anything that could in any way affect the title to the premises which is the subject of the application and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within the five days from the date hereof.

That in the event of breach of any of the covenants or warranties stated herein, the entire loan balance shall become immediately due and payable to the City of Chicago.

BY: _____

HISORVIC HOLDINGS, INCORPORATED COMP.
BY: UNBENEFICARY OF ALTA INVESTMENT,
JOINT VENTURE

ATTEST:

(Company Name)

BY: _____

BY: APRIL ALEX

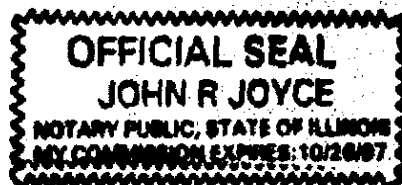
ITS: SECRETARY

ITS: PRESIDENT

(Seal)

Subscribed and sworn to before me this 28 day of October, 1993

John R. Joyce
Notary Public



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NOTARY PUBLIC STATE OF ILLINOIS
JOHN R. JOYCE
OFFICIAL SEAL

Handwritten signature or initials

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ANTI-APARTHEID AFFIDAVIT

Non-Bid, Non-Professional Service Contract

Beneficiary: _____

Contract #: _____

PURPOSE OF AFFIDAVIT

Each Contractor with whom the City enters into a contract, without competitive bidding, and for a purpose other than professional services, must complete this Affidavit of Compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-86 of the Municipal Code. Certain terms used in this Affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meaning in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Verifications

Indicate whether the statements below are true by having the authorized representative of the Contractor sign "true" in the circle in the bracket below. If the Contractor is not able to certify that statements below are true, the Contractor will not be eligible to be awarded the contract unless a waiver is granted pursuant to 13-85-080 of the Anti-Apartheid Ordinance.

Certifications

1. The Contractor:

- (a) has no contracts with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) maintains, has implemented, and will maintain a policy during the term of the subject City contract and as a material condition thereof, not to enter into Prohibited Contracts; and
- (c) and its subcontractors under the subject contract will not provide to the City, under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification

Under penalty of perjury, I certify that I am the Pres. of ILLINOIS HOUSING DEVELOPMENT CORP.

Title (Type or Print)

that I am authorized by the Contractor to execute

(Type or Print Name of Contractor)

this affidavit in its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Hipolito Rolon
Signature of Owner or Authorized Officer

HIPOLITO ROLON

Name (Type or Print)

State of ILLINOIS

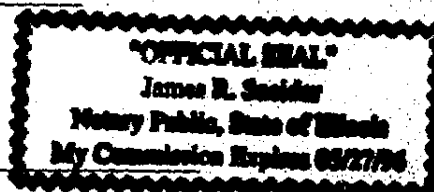
County of COOK

Subscribed and sworn to before me this 28th day

of OCTOBER, 1993

[Signature]
Notary Public Signature

My Commission Expires: _____



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My Commission Expires 02/27/06
Hon. Public State of Illinois
James R. Schneider
"OFFICIAL SEAL"

[Faint signature and illegible text]

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State of Illinois)) SS
County of Cook)

ETHICS CERTIFICATION

This certificate, dated _____, is being delivered by _____, both individually and on behalf of _____ (collectively referred to as "Borrower"), to the City of Chicago ("City") in connection with City approval of a \$ _____ loan to Borrower through the City's Bank Participation Loan Program.

The Borrower hereby certifies as follows:

1. Neither the Borrower or any official, agent or employee of the Borrower in the last three (3) years has: (a) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois or any agency of the federal government or of any state or local government in the United States, in that officer's or employee's official capacity; or (b) been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record, but has not been prosecuted for such conduct.

2. The Borrower shall comply with the applicable requirements of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code of the City.

3. The Borrower is not delinquent in any tax administered by the Illinois Department of Revenue or, if delinquent, the Borrower is contesting liability for any such tax in compliance with an agreement with the Department of Revenue for the payment of any such tax.

4. The Borrower understands and will comply with all the provisions of Chapter 2-56 of the Municipal Code of the City (Office of the Inspector General).

By: _____

By: _____

(Type Name)

(Type Name)

Attest:

HISPANIC HOUSING DEVELOPMENT CORP.
ON BEHALF OF PLAZA INTERNACIONAL, JOINT VENTURE
(Company Name)

By: _____

By: _____

Its: SECRETARY

Its: PRESIDENT

Subscribed and sworn to before me this 28 day of OCTOBER 1993.

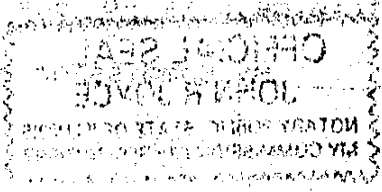
John R. Joyce
(Notary)



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