



# City of Chicago



O2022-3575

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 10/26/2022

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Negotiated sale of City-owned vacant property at 4810 -  
4834 S Cottage Grove Ave to Northwestern Memorial  
HealthCare with sale of one vacant developer's lot at 4833 S  
Evans Ave to City toward credit at closing

**Committee(s) Assignment:** Committee on Housing and Real Estate

HS6



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

October 26, 2022

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a negotiated sale of City-owned lots to Northwestern Memorial Healthcare.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink, reading "Lori E. Lightfoot". The signature is stylized with a large, flowing "L" and "E".

Mayor

## **ORDINANCE**

**WHEREAS**, the City of Chicago (the "City") is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 State of Illinois Constitution, and may exercise any power related to its local governmental affairs; and

**WHEREAS**, the City is the owner of the vacant parcels of real property located at 4810-4834 South Cottage Grove Avenue, Chicago, Illinois (PINs 20-10-214-004-0000, 20-10-214-006-0000 and 20-10-214-031-0000; collectively, the "Property"), which is legally described on Exhibit A attached hereto; and

**WHEREAS**, Northwestern Memorial HealthCare, an Illinois not-for-profit corporation (the "Developer"), owns certain real property to the north and south of the Property, which property is commonly known as 4800-4808 South Cottage Grove and 4830-4850 South Cottage Grove, Chicago, IL (PINs 20-10-214-003-0000, 20-10-214-010-0000, 20-10-214-013-0000, 20-10-214-028-0000, 20-10-214-030-0000 and 20-10-214-034-0000; collectively, the "Developer's Property"), which is legally described on Exhibit B attached hereto; and

**WHEREAS**, the Developer seeks to purchase the Property for its appraised fair market value of \$970,000 (the "Purchase Price"), in order to construct on the Property and the Developer's Property a five (5) story, approximately 110,000 sq. ft., medical office building with attached structured parking consisting of approximately 249 parking spaces (the "Project"); and

**WHEREAS**, the Developer also owns the real property commonly known as 4833 South Evans Avenue, Chicago, Illinois (PIN 20-10-214-035-0000, the "Evans Parcel"), which is legally described on Exhibit C attached hereto; and

**WHEREAS**, the Evans Parcel is vacant and contiguous to the Developer's Property, but will not be part of the Project; and

**WHEREAS**, the Developer has proposed that it convey the Evans Parcel to the City for a credit at the closing of the City's disposition of the Property in the amount of the appraised value of the Evans Parcel (\$88,000); and

**WHEREAS**, the City has established the Chicago Planning Commission ("CPC") to, among other things, review proposed acquisitions of private property, sales of public land, and certain long-range community plans, and recommend said proposals subject to the approval of the City Council; and

**WHEREAS**, Pursuant to Resolution No. 22-039-21 adopted on September 15, 2022, by the CPC, the CPC approved the negotiated sale of the Property to the Developer and the City's acquisition of the Evans Parcel, and the proposed Project; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The foregoing recitals are hereby incorporated by reference and made a

part hereof.

**SECTION 2.** The sale of the Property to the Developer in the amount of Nine Hundred and Seventy Thousand and No/100 Dollars (\$970,000.00) is hereby approved. The City's acquisition of the Evans Parcel is approved. The City is authorized to give the Developer a credit against the Purchase Price in the amount of the appraised value of the Evans Parcel (\$88,000) if the City acquires the Evans Parcel from the Developer.

**SECTION 3.** This approval is expressly conditioned upon the City entering into an Agreement for the Sale and Redevelopment of Land (the "Redevelopment Agreement") with the Developer in substantially the form attached as Exhibit D to this ordinance. The commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement. Such documents may contain terms and provisions that the Commissioner, or a designee of the Commissioner, deems appropriate, including releases, affidavits and other documents by the City as may be necessary to remove exceptions from title with respect to the Property or otherwise reasonably necessary or appropriate to consummate the transactions contemplated hereby. If the Developer fails to execute the Redevelopment Agreement within eleven (11) months then this ordinance will be rendered null and void and of no further effect, unless waived or extended in writing at the Commissioner's sole discretion.

**SECTION 4.** The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

**SECTION 5.** Given the proposed use of the Project, Section 2-44-080 of the Municipal Code of Chicago shall not apply to the Project.

**SECTION 6.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 7.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 8.** This ordinance shall be in full force and effect immediately upon its passage and publication.

Attachments:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of Developer's Property
Exhibit C	Legal Description of Evan's Parcel
Exhibit D	Form of Redevelopment Agreement

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

[Subject to final title commitment and survey]

Lot 5 in Joseph Cormack's Subdivision of Lot 1 and the North 32.5 feet of Lot 2 in Elisha Bailey's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-10-214-004-0000

That part of the South 50 feet of the North 82 1/2 feet of Lot 2 in Bayley's Subdivision of the East 1/2 of the South East 1/4 of the Northeast 1/4 of the Northeast 1/4 with the East 1/2 of the Northeast 1/4 of the South East 1/4 of the North East 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, lying East of the 16 foot alley running North and South through the center of said Lot 2, and lying West of Cottage Avenue as now located, in Cook County, Illinois.

PIN: 20-10-214-006-0000

The South 1/2 of Lot 2 (except the North 16 1/2 feet of said South 1/2 of Lot 2) and that part of Lot 3 lying North of and adjoining the South 80 feet thereof, in Elisha Bayley's Subdivision of the East 1/2 of the South East 1/4 of the Northeast 1/4 of the Northeast 1/4 with the East 1/2 of the Northeast 1/4 of the South East 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, except that part of said premises taken for Cottage Grove, in Cook County, Illinois.

PIN: 20-10-214-031-0000

Commonly known as: 4810-4834 South Cottage Grove Avenue, Chicago, Illinois 60615

## EXHIBIT B

### LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

[Subject to final title commitment and survey]

**Parcel 1:**

Lot 1 in Joseph Cormack's Subdivision of Lot 1 and the North 32.5 feet of Lot 2 in Elisha Bailey's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

A non-exclusive easement for the benefit of Parcel 1 as created by Joseph Cormack's Subdivision recorded November 7, 1898 as Document No. 2751201, for a private alley over land described therein.

**Parcel 3:**

THE NORTH 50 FEET OF THE SOUTH 80 FEET OF LOT 3 (EXCEPT THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE, ALSO EXCEPTING THE WEST 33 THEREOF TAKEN OR DEDICATED FOR S. EVAN AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel 4:**

THE EAST 133.10 FEET OF THE SOUTH 30 FEET OF LOT 3 (EXCEPT THAT PART TAKEN FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel 5:**

THE EAST 152 FEET OF THAT PART OF THE NORTH 1/4 OF LOT 4 LYING WEST OF COTTAGE GROVE AVENUE IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel 6:**

THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 4 (EXCEPT THE WEST 117 FEET OF THAT PART LYING EAST OF THE EAST LINE OF EVANS AVENUE, ALSO EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 7:

THE SOUTH 1/2 OF LOT 4 (EXCEPT THE WEST 125.0 FEET OF THAT PART LYING EAST OF EVANS AVENUE, ALSO EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 20-10-214-010-0000  
20-10-214-003-0000  
20-10-214-013-0000  
20-10-214-028-0000  
20-10-214-030-0000  
20-10-214-034-0000  
20-10-214-035-0000

Commonly known as: 4800-08 South Cottage Grove, Chicago, IL 60615  
4830-50 South Cottage Grove, Chicago, IL 60615



EXHIBIT C

LEGAL DESCRIPTION OF EVANS PARCEL

[Subject to final title commitment and survey]

THAT PART OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF LOT 3 IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE SOUTH 80 SAID LOT 3 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 130.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF SAID LOT 3; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.91 FEET TO EAST LINE OF S. EVANS AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, 50.00 FEET, TO SAID NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 3; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 3, 117.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-214-035-0000

Commonly known as: 4833 S. Evans Avenue, Chicago, Illinois 60615

EXHIBIT D  
FORM OF REDEVELOPMENT AGREEMENT  
[Attached]

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

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

(The Above Space for Recorder's Use Only)

## AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and Northwestern Memorial HealthCare, an Illinois not for profit company (together with its successors and assigns, the "Developer"), whose offices are located at 211 East Ontario Street, 8<sup>th</sup> Floor, Chicago, Illinois 60611.

## RECITALS

WHEREAS, the City owns the real property commonly known as 4810-4834 South Cottage Grove Avenue, Chicago, Illinois 60615 (the "Property"), which Property is legally described on Exhibit A attached hereto; and

WHEREAS, the Developer owns the real property to the north and south of the Property commonly known as 4800-08 South Cottage Grove, Chicago, IL 60615 and 4830-50 South Cottage Grove, Chicago, IL 60615 (together, the "Developer's Property"), which is legally described on Exhibit B attached hereto; and

WHEREAS, the Developer's Property comprises unimproved parcels to be part of the Project, as defined in this Agreement; and

WHEREAS, the Developer seeks to purchase the Property from the City in order to construct a five (5) story, approximately 110,000 square feet medical office building with attached structured parking consisting of approximately 249 parking spaces and a new public alley (to be dedicated and constructed as provided in this Agreement). The medical office building shall have advance patient care facilities, such as immediate care, physical therapy, primary care, specialty care, oncology, pediatrics, and imaging, as well as approximately 7,800 square feet of community space, and approximately 3,200 square feet of retail space (the "Project"); and

WHEREAS, the Developer also owns the real property commonly known as 4833 South Evans Avenue, Chicago, Illinois 60615 (the "Evans Parcel"), which property is legally described on Exhibit C attached hereto; and

WHEREAS, the Evans Parcel is contiguous to the Developer's Property but will not be part of the Project; and

WHEREAS, the Developer wishes to convey title to the Evans Parcel to the City in exchange for a Credit at Closing from the City to offset the Purchase Price of the Property; and

WHEREAS, the City is agreeable to taking title to the Evans Parcel for a Credit at Closing, subject to the City's approval of its environmental condition (which is addressed in the Recital below); and

WHEREAS, the appraised fair market value of the Property is approximately \$970,000; and

WHEREAS, the City has agreed to sell the Property to the Developer for its appraised fair market value in consideration of the Developer's obligation to construct the Project, dedicate the Developer Alley Parcels, dedicate or facilitate the City's opening of Private Alley Parcels, and construct the Public Alley in accordance with the terms and conditions of this Agreement; and

WHEREAS, the assessment of the environmental condition of the Evans Parcel is satisfactory to the City for its conveyance to the City; and

WHEREAS, the City has agreed to take title to the Evans Parcel in exchange for giving the Developer a Credit at Closing; and

WHEREAS, as security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed in a form acceptable to the City (the "Reconveyance Deed"); and

WHEREAS, upon completion, the Project will be beneficial to the public by addressing certain social determinants of health, wellness, and job training, including creation of approximately 1,000 construction jobs and 100 full time equivalent (FTE) new jobs, community and outreach space, dedication and construction of the Public Alley, a green roof, and achievement of LEED Silver certification rating; and

WHEREAS, in furtherance of the City's sustainability policy, the Project shall conform to the requirements of the Chicago Landscape Ordinance, Chicago Stormwater Ordinance, and Chicago Sustainable Development Policy; and

WHEREAS, among the various sustainability strategies available to the Developer for selection in compliance with the requirements of the City's Sustainable Development Policy, DPD requires that the Developer must attain 80% waste diversion, LEED Silver certification rating, and employ basic or enhanced bird protection; and

WHEREAS, the Developer provided the City with (i) Phase I Environmental Site Assessments ("Phase I ESA") compliant with ASTM E-1527-13 for the Property, Developer's Property, and the Evans Parcel, and (ii) Phase II Environmental Site Assessments ("Phase II ESA") for the Property and the Developer Property; and

WHEREAS, one or more of the Phase I ESAs identified Recognized Environmental Conditions ("RECs") and the Developer's environmental consultant performed a Limited Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs identified in the Phase I ESA. Specifically, Developer's environmental consultant performed three (3) separate Limited Phase II ESAs: one dated November 6, 2020 on the Property and two dated November 10, 2020 on the Developer's Property; and

WHEREAS, the Limited Phase II ESAs identified contamination on the Property and Developer's Property above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer must enroll the Property (or any portion thereof) and Developer's Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"), which will require the City's consent to enroll the Property ahead of the Developer owning it; and

WHEREAS, the Developer has agreed to construct a public alley (the "Public Alley") running between 48<sup>th</sup> Street and 49<sup>th</sup> Street consisting of (i) land currently owned by the Developer (the "Developer Alley Parcels", which are legally described in Exhibit E ), (ii) land owned by the City, which the City will open as public right of way, subject to City Council approval (the "City Alley Parcels", which are legally described in Exhibit D), and (iii) land that is not currently owned by either the Developer or the City that consists of a platted private alley parcel (the "Platted Private Alley") and an unplatted private alley parcel (the "Unplatted Private Alley", which together with the Platted Private Alley, the "Private Alley Parcels", which are legally described in Exhibit F), subject to the Developer or City acquiring the necessary rights to the Private Alley Parcels as described in Section 6.5; and

WHEREAS, the Developer shall dedicate the Developer Alley Parcels as public right-of-way for the establishment of the Public Alley as provided in this Agreement; and

WHEREAS, the Private Alley Parcels shall be dedicated or opened as provided in this Agreement; and

WHEREAS, the City, subject to City Council approval, shall open the City Alley Parcels as a public right of way for the establishment of the Public Alley as provided in this Agreement; and

WHEREAS, the Chicago Department of Transportation ("CDOT") shall pursue City Council approval for the opening of the City Alley Parcels and Private Alley Parcels (if acquired by the City), and acceptance of the dedicated Developer Alley Parcels and Private Alley Parcels as public right of way, as provided in this Agreement; and

WHEREAS, the Developer shall, at its sole expense, construct the Public Alley in accordance with the terms of this Agreement; and

WHEREAS, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer and acquisition of the Evans Parcel, subject to (i) the execution, delivery and recording of this Agreement, (ii) City Council approval, pursuant to separate ordinance, of the opening of the City Alley Parcels and Private Alley Parcels (if acquired by City as provided in this Agreement), and (iii) City Council approval, pursuant to separate ordinance, of the acceptance of the Developer's dedication of the Developer Alley Parcels, and Private Alley Parcels.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### SECTION 1. INCORPORATION OF RECITALS.

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

#### SECTION 2. INCORPORATION OF RECITALS.

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or the Developer's contractors or Affiliates.

"Architect" means Lamar Johnson Collaborative, Chicago, Illinois.

"City Parties" is defined in Section 23.3.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Credit at Closing" means the fair market value of the Evans Parcel based on an appraisal conducted by Kelly Appraisal Associates, Inc., dated May 19, 2022, which amount equals Eighty-Eight Thousand Dollars (\$88,000).

"Balance Due at Closing" means the Purchase Price minus the Credit at Closing, plus or minus any other credits and prorations provided for in this Agreement.

"Developer Party(ies)" is defined in Section 23.3.

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Developer.

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City as provided in Section 11.1.

"Interested Owners" is defined in Section 6.5(b).

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Municipal Code" means the Municipal Code of Chicago as presently in effect and as hereafter amended from time to time.

"Platted Private Alley Parcel" is defined in the recitals.

"Private Alley Parcels" is defined in the recitals.

"Public Alley" is defined in the recitals.

"Purchase Price" is defined below in Section 3.

"Remediation Work" is defined in Section 23.

"Title Company" means Chicago Title Insurance Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement as an encumbrance against the Property prior to any mortgage or other lien on the Property with respect to any Lender Financing for the Project.

"Unplatted Private Alley Parcel" is defined in the recitals.

### SECTION 3. PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for \$970,000 (the "Purchase Price"). The City agrees to credit \$88,000 to the Developer to offset the value of the Evans Parcel conveyed to the City. The Balance Due at Closing shall be the Purchase Price, less Earnest Money paid, less the Credit at Closing, plus the tax proration credit set forth in Section 6.2(b), and shall be paid at the closing of this transaction, by cashier's check, certified check of immediately available funds, or wire transfer acceptable to the Title Company. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

### SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT.

The Developer has deposited with the City a good faith deposit in the amount of \$97,000 (the "Earnest Money"). At Closing, half of the Earnest Money (i.e., \$48,500) shall be applied to the Purchase Price. The City shall retain the other half of the Earnest Money (i.e., \$48,500) as security for the performance of the Developer's obligations under this Agreement ("Performance Deposit"). The City will retain the Performance Deposit until the City issues a Certificate of Completion (as defined in Section 14). The City will pay no interest to the Developer on the Performance Deposit. Upon the Developer's receipt of the Certificate of Completion, the Developer shall submit a request for a return of the Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such request. In the event the Developer is unable to close this transaction due to Developer's default (continuing after notice and cure as provided in this Agreement) under this Agreement, Developer shall forfeit all the Earnest Money as City's liquidated damages.

### SECTION 5. CLOSING

The closing of this transaction shall take place at the downtown offices of the Title Company within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the closing occur any later than eleven (11) months from the adoption of the Project Ordinance on \_\_\_\_\_ (the "Outside Closing Date"), unless the Commissioner of DPD, in his sole discretion, extends such Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed (as defined in Section 6.1), all necessary state, county, and municipal real estate transfer tax declarations, Full Payment Certification from the City's water department, an ALTA statement, a Grantor-Grantee statement, and any other documentation customarily required by the Title Company and typically provided by the City, but expressly excluding, however, "gap" undertaking, title indemnities and similar liabilities. On or before the Closing Date, Developer shall deliver to the Title Company a Special Warranty Deed for the conveyance of the Evans Parcel, all necessary state, county, and municipal real estate transfer tax declarations, a survey for extended coverage, Full Payment



Certification from the City's water department, an ALTA statement, FIRPTA certification, Grantor-Grantee statement, gap undertaking, and any other documentation customarily required of by the Title Company in Illinois.

## SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;
- (c) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (d) such other title defects as may exist; and
- (e) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 Form of Evans Parcel's Deed. The Developer shall convey good and merchantable title to the Evans Parcel to the City by recordable Special Warranty deed ("Warranty Deed"), subject only to the terms of this Agreement and the following:

- (a) covenants, conditions, and restrictions of record, and building lines and easements, if any, provided they do not interfere with the use of the property; and
- (b) general real estate taxes not due and payable at the time of Closing. Notwithstanding the foregoing, the general real estate taxes shall be prorated to and including the closing day and such proration shall be based on 110% of the most recent ascertainable full year tax bill; and
- (c) any and all exceptions caused by the acts of the City or its Agents.

6.3 Recording. The Developer shall pay to record the Deed and Warranty Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer, and Evans Parcel to the City. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.4 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed (in substantially the form attached hereto as Exhibit D) to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City in accordance with Section 20 hereof.

6.5 The Public Alley.

(a) Construction of the Public Alley. The Developer agrees, at its sole expense, to construct the Public Alley, in accordance with applicable laws, ordinances, and regulations including the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way, and its appendices as of the Effective Date provided, however, if the alley is not completed within the timeline provided in this Section 6.5(a), the most current version of CDOT's rules and regulations shall apply. The Developer shall complete construction of the Public Alley within 18 months after the latter of the occurrence of either (i) recording the final plat necessary for dedication or opening of parcels necessary for the creation of the Public Alley, or (ii) substantial completion of the Project. For clarification, the Developer's completion of the construction of the Public Alley is neither a condition precedent to the City's issuance of the Certificate of Completion nor a condition precedent to the City's issuance of a Certificate of Occupancy for the Project. Developer agrees to make a performance deposit with CDOT in the amount equivalent to the cost of construction of the Public Alley, as such dollar amount has been determined by CDOT at the later of (x) closing of this Agreement or (y) 30 days after CDOT advises the Developer the amount of the performance deposit.

(b) Dedication of Developer Alley Parcels and Private Alley Parcels. The Developer shall be responsible for causing the dedication (or opening, as provided in this Section 6.5) of the Developer Alley Parcels and Private Alley Parcels for public right of way for the Public Alley, at the Developer's sole cost and expense. The Developer shall (i) prepare one or more plats of dedication of the Developer Alley Parcels and Private Alley Parcels for signature by the Developer, City, and owners whose property is contiguous to the Private Alley Parcels ("Interested Owners") and (ii) diligently pursue the Interested Owners' execution of the Private Alley Parcels plat of dedication for 60 days after the Effective Date and upon expiration of such 60 day period, subject to City Council approval, the City shall commence acquisition of the Private Alley Parcels through eminent domain as provided in this Section 6.5. If one or more of the Interested Owners fail, for any reason, to execute the plat of dedication within that 60-day period, (x) the Developer shall thereafter submit one or more plats of dedication containing signatures of all Interested Owners who have executed the plat(s) of dedication, dedicating all their interests in the Private Alley Parcels and (y) the City, subject to City Council approval, shall acquire such Interested Owners' interest in the Private Alley Parcels as provided in Section 6.5(d). Additionally, within the same period of time (60 days from the Effective Date), Developer shall present to each Interested Owner whose property is subject to a first mortgage a letter of consent in recordable form acceptable to the City for their first mortgagee to sign. CDOT shall, thereafter, pursue City Council approval for the acceptance of the dedication concurrently with the opening of the City Alley Parcels and, if applicable, Private Alley Parcels.

(c) Opening of City Alley Parcels and, if applicable, Private Alley Parcels. The City authorizes the Developer, at Developer's sole cost and expense, to prepare and submit to CDOT an application for the opening of (i) the Private Alley Parcels, but only if, pursuant to Section 6.5(d) below and separate ordinance, the City has notified the Developer that the City has acquired or intends to acquire the Private Alley Parcels, and (ii) the City Alley Parcels. CDOT shall, thereafter, obtain City Council approval of the opening of the City Alley Parcels and, if applicable, Private Alley Parcels as provided in Section 6.5(d). Section 6(a) CDOT may pursue City Council approval for the dedication and opening provided under Section 6.5(a)(b) and Section 6.5(c)(e) even though the Private Alley Parcels may need to be acquired through eminent domain, and, if need be,

the Private Alley Parcels are separately dedicated or opened (as the case may be) after the passage of the Public Alley ordinances provided under Section 6.5(c)(b) and Section 6.5(c).

(d) Acquisition of the Private Alley Parcels. Pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, City Council approval pursuant to separate ordinance, and all the terms, covenants and conditions of this Agreement, the City agrees to acquire the Interested Owners' rights in and to the Private Alley Parcels through condemnation, in compliance with the Eminent Domain Act, 735 ILCS Section 30/5-5-5, for the construction of the Public Alley in furtherance of the public purposes and goals and objectives of the Project. Such City obligation is subject to, among other things as provided in this Section 6.5, Developer's obligation to reimburse the City for all Acquisition Costs, as itemized in Section 6.5(f) and the terms of this Section 6.5. The City shall be under no obligation to initiate any acquisition efforts with respect to the Interested Owners' rights in and to the Private Alley Parcels if the Developer does not prepare and submit to CDOT the applications for the dedication and opening of the Developer Alley Parcels and Private Alley Parcels, and City Alley Parcels, respectively, and diligently pursue execution of such plats by Interested Owners as provided in Section 6.5(b). In addition, the City shall be under no obligation to acquire the Private Alley Parcels through eminent domain unless any of the Interested Owners refuse to execute the plat of dedication as provided in Section 6.5(b). Following such authorization and acquisition, the Developer shall cause the Private Alley Parcels to be opened as provided in Section 6.5(a)(c).

(e) Acquisition Notice. The City shall give notice to the Developer upon the entry of any Judgment Order establishing just compensation for the Private Alley Parcels within fifteen (15) days of such entry (the "Acquisition Notice"). Developer shall deposit the amount of the compensation in the Acquisition Notice with the Cook County Treasurer in accordance with 735 ILCS 30/10-5-85 within ten days from receipt of the Acquisition Notice. Upon issuance of an order vesting title in the City, the Developer agrees to pay all Acquisition Costs incurred within ten (10) days from the receipt of the Acquisition Notice, and CDOT shall, thereafter, proceed to pursue City Council approval for the opening of the Private Alley Parcels for a public right of way.

(f) Acquisition Costs. The Developer hereby agrees to pay (i) all those amounts constituting costs, other than (i) charges for City personnel or (ii) any City overhead, fee, burden or markup that is added to third party costs or expenses that otherwise would be Acquisition Costs, associated with the process of acquiring the Private Alley Parcels and any associated closing costs of the City; (ii) all those amounts determined to be just compensation pursuant to any judgment or agreed orders entered in the eminent domain proceedings instituted to acquire any of the Private Alley Parcels ("Judgment Order(s)"), including interest as established by statute, court order or jury verdict, court costs, and trial expenses; (iii) reasonable attorneys' fees for outside counsel retained by the City in its reasonable judgment to effect the acquisitions contemplated by this Agreement (whether through negotiated sale or eminent domain proceedings) and costs incurred on behalf of the City associated with the acquisition of the Private Alley Parcels as determined by the City (iv) cost of any title commitments and title policies, any surveys and any appraisal reports and fees for any appraisers for the Private Alley Parcels; (v) any statutory and court-awarded abandonment costs, including attorneys' fees resulting from the abandonment of any eminent domain proceedings filed by the City to acquire any Private Alley Parcel or as a result of any default under this Agreement by Developer; (vi) any costs incurred by the City in compensating existing parties with a right

of easement to the Private Alley Parcels or otherwise payable to such parties; (vii) all escrow fees and title charges, and any other acquisition costs reasonably incurred by the City in performing its obligations under this Agreement, including, without limitation, with respect to acquisitions that are ultimately abandoned or terminated by the City pursuant to a right granted hereunder ((i) through (vii) individually and in aggregate, the "Acquisition Costs"). If the City proceeds to acquire any Private Alley Parcels, DPD shall use reasonable efforts to deliver to the Developer a statement of all Acquisition Costs owed by the Developer as to such Private Alley Parcels.

(g) Letter of Credit. To secure Developer's obligation to pay for Acquisition Costs, Developer shall furnish to the City an unconditional irrevocable letter of credit ("Letter of Credit"), in form and substance satisfactory to the City, in the sum of 130% of the estimated Acquisition Costs provided by the City's choice of outside counsel for the acquisition of the Private Alley Parcels after expiration of the 60 day period provided in Section 6.5(b). The Letter of Credit shall provide that the issuer shall neither cancel nor fail to renew such Letter of Credit without thirty (30) days' prior written notice to the City. If any such notice is given, the Developer shall provide a replacement Letter of Credit no later than fifteen (15) days prior to the expiration date of the expiring Letter of Credit. If the Developer does not do so, the City shall be entitled to draw upon the expiring Letter of Credit to pay any incurred, contractually committed and reasonably foreseeable Acquisition Costs. The Developer shall provide the Letter of Credit within fifteen (15) days of the latter to occur of (i) the full execution of this Agreement, or (ii) receipt by the Developer of a notice by the City containing a summary of the outside counsel's estimated invoice for the estimated Acquisition Costs. Upon the acquisition by the City of the Private Alley Parcels, and payment of any Acquisition Costs, the Letter of Credit or any excess funds from such Letter of Credit shall be returned to the Developer. The City has only agreed to acquire and open the Private Alley Parcels for the Acquisition Costs because (x) the creation of the Public Alley is in the best interest of the public and (y) the Developer has agreed to execute this Agreement and comply with its terms and conditions.

## SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than thirty (30) days before the closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements it deems necessary.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically

provided herein, neither party shall have any further right, duty or obligation hereunder.. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a survey of the Property and Evans Parcel at the Developer's sole cost and expense.

7.4 Title Commitment and Insurance for Evans Parcel. Not less than thirty (30) days before the closing, the Developer shall obtain a Title Commitment for an owner's policy of title insurance for the Evans Parcel, as evidence of title in Developer. The title insurance policy shall be subject only to items listed in Section 6.2 herein and shall have an effective date as of the closing and be in the amount of \$88,000.00. The Developer shall furnish to the City at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

7.5 Correction of Title for Evans Parcel. The commitment for title insurance will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the survey shows any encroachments or other survey matters that are not acceptable to the City, then the Developer shall have said exceptions, survey matters or encroachments removed, or have the Title Company commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If the Developer fails to have such exceptions waived or insured over prior to Closing, the City may elect to terminate this Agreement, or to take title as it then is with the right to deduct from the Credit at Closing prior encumbrances of a definite or ascertainable amount.

## SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall, within six (6) months of the passage and approval of the Project Ordinance, (i) obtain an approved foundation permit, and (ii) submit its application for the building permit and other required permits and approvals ("Governmental Approvals") for the Project, unless DPD, in its sole discretion, extends such approval and application dates, and shall pursue such Governmental Approvals in good faith and with all due diligence. By the City executing this Agreement, (i) DPD gives its consent for the Department of Buildings to allow the Developer to apply for the necessary building permits prior to Developer's acquisition of the Property and (ii) DPD shall provide its consent to any other applicable City department to allow the Developer to apply for the necessary Governmental Approvals required in Section 10.5 of this Agreement from such City departments having jurisdiction over the Project or Developer prior to Developer's acquisition of the Property.

## SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs as of June 28, 2022, for the construction of the Project in the amount of approximately \$127,308,300. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD for approval a final project budget ("Budget") and proof reasonably acceptable to the City that the Developer has equity in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof

of Financing"). The Proof of Financing shall include evidence (e.g., the Developer's most recent quarterly statement) of the Developer's ability to make an equity contribution in the amount of the required financing, as evidenced in the final Budget.

#### SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Developer Equity. The Developer has submitted to DPD, and DPD has approved, the Proof of 100% Funds required for the Project in accordance with the provisions of Section 9 hereof.

10.3 Zoning and Dedication/Opening of Public Alley. The Developer shall have applied for, and obtained City Council approval of, (i) a planned development for the development of the Project on the Property and the Developer Property and (ii) the dedication of the Developer Alley Parcels and Private Alley Parcels of those Interested Owners who have executed the Developer's plat of dedication, and opening of City Alley Parcels as provided in Section 6.5. Additionally, the Developer shall have made a performance deposit with CDOT as provided in Section 6.5(a) (if then due according to Section 6.5(a)).

10.4 Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Final Plans for the Project in accordance with the provisions of Section 11.1 hereof.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct the Project and has submitted evidence thereof to DPD, including but not limited to all necessary building permits.

10.6 Title. On the Closing Date, the Developer shall furnish the City with:

(a) A copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the future recording of this Agreement.

(b) A copy of the pro forma Title Policy for the Evans Parcel, certified by the Title Company, showing the City as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel may deem necessary to cure any defects on title and convey title to the City as provided in Section 6.2, including, but not limited to, satisfactory endorsements regarding contiguity, location, access and survey.

10.7 Survey. The Developer has furnished the City with copies of any surveys prepared for the Property and Evans Parcel.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of liability (\$1M/occurrence; \$2M/aggregate) and property insurance reasonably

acceptable to the City for the Property. The Developer's liability coverage may be provided through its captive insurance company (Northwestern Medicine Insurance Company). The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues a Certificate of Completion (as defined in Section 14 below) for the Project. With respect to property insurance, the City will accept either a 2003 ACORD 28 form, or a 2006 ACORD 28 form with a policy endorsement showing the City as a loss payee (subject to the prior rights of any first mortgagee). With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

10.9 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name (as plaintiff and as defendant for litigation searches), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

10.10 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State, and a copy of its by-laws, as certified by the secretary of the corporation. The Developer has submitted to the Corporation Counsel a resolution(s) or its corporate secretary's certificate, authorizing or evidencing its authority to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.11 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.12 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors have met with staff from DPD

regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.13 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 20 below, if applicable.

10.14 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 25 and elsewhere in this Agreement shall be true and correct.

10.15 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon thirty (30) days' prior written notice to the Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Plans and Permits. The Developer shall construct the Project on the Property in accordance with the drawings and specifications prepared by the Architect, and attached hereto as Exhibit H ("Preliminary Drawings") and the Final Plans. No material deviation from the Preliminary Drawings may be made without the prior written approval of DPD. The Preliminary Drawings and the Final Plans shall at all times conform to all applicable Laws. If the Developer submits and DPD approves revised drawings and specifications after the Effective Date, the term "Preliminary Drawings" as used herein shall refer to the revised drawing and specifications upon DPD's written approval of the same. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

11.2 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the general contractor and each subcontractor to abide by the terms set forth in Section 24.2 (City Resident Construction Worker Employment Requirement) and Section 24.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or



construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.4 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable Laws.

11.5 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. The parties shall work in good faith to agree upon the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades and signs, which shall be maintained by the Developer at its sole cost and expense. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.6 Survival. The provisions of this Section 11 shall survive the closing.

## SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

## SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than October 31, 2023, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than 36 months after construction commencement; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Final Plans and all Laws and covenants and restrictions of record.

## SECTION 14. CERTIFICATE OF COMPLETION.

Upon the Developer's completion of the Project, the Developer shall request in writing from the City a certificate of completion (the "Certificate of Completion"). The Developer's written

request shall include: (a) a request for the return of the Performance Deposit (if any); (b) a copy of the certificate of occupancy (the "Certificate of Occupancy") for the Project issued by the City's Department of Buildings; (c) a copy of the close-out letter from DPD regarding compliance with Section 24 hereof; (d) a copy of the recorded Final NFR Letters (as defined in Section 23.1) for the Property and the Developer Property pursuant to Section 23 hereof; compliance documentation evidencing compliance with the City's MBE/WBE and City Residency requirements; Silver LEED Certification; a copy of the green roof certification; and a copy of the Developer's Certificate of Need for the Project issued by the Illinois Health Facilities and Services Review Board. Within forty-five (45) days thereof, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of DPD, for the Developer to take or perform in order to obtain the Certificate of Completion. If DPD requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section 19) with respect to the Developer's obligations to construct the Project.

#### SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, agrees as follows:

15.1 The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

15.2 The Developer shall construct the Project in accordance with this Agreement, the Final Plans, and all Laws and covenants and restrictions of record.

15.3 The development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City, and are intended to further the City's public policies.

#### SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including, without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the expiration of the final Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD,

which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

#### SECTION 17. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any Lender Financing already approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

#### SECTION 18. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any Affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 19. If any such mortgagee or its Affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

#### SECTION 19. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 23 (Release for Environmental Conditions), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 18 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows: Section 13, Section 15.2, Section 15.3, Section 16, and Section 17 upon the issuance of the Certificate of Completion; and Section 15.1 and Section 23.3 (Release for Environmental Conditions) with no limitation as to time.

#### SECTION 20. PERFORMANCE AND BREACH.

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

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

- (a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof, which as to mechanics liens, have not been removed pursuant to Section 38.1 of the Mechanics Lien Act within 60 days after Developer receiving written notice of such lien;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

(j) the occurrence of a material and adverse change in the Developer's financial condition or operations; and

(k) the recording of any mortgage or other lien against the Property related to any Lender Financing prior to the recording of this Agreement against the Property. (In particular but not by way of limitation the Developer may cure an Event of Default under this Section 20.2(k) pursuant to Section 20.3 below by recording a subordination

agreement acceptable to the City against the Property whereby the applicable Lender subordinates its mortgage or other lien against the Property related to its Lender Financing to this Agreement for the benefit of the City.)

20.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary:

(a) there shall be no notice requirement with respect to Events of Default described in Section 5 (with respect to Outside Closing Date); and

(b) there shall be no notice requirement or cure period with respect to Events of Default described in Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Transfer of Property) and Section 17 (Limitation Upon Encumbrance of Property).

20.4 Prior to Closing. If an Event of Default occurs prior to the closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement or institute any action or proceeding at law or in equity against the Developer.

20.5 At or After Closing. If an Event of Default occurs at or after the closing but prior to the issuance of the final Certificate of Completion, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the City's foregoing right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the Title Company, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City and Title Company to ensure that if the Title Company records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Developer and except for any mortgage authorized by this Agreement.

20.6 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 20.5, the City may complete the Project or convey the Property, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 19.

20.7 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 20.6, the net proceeds from the sale, after payment of all amounts owed under any

mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the Property.

#### SECTION 21. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no Agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such Agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No Agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

#### SECTION 22. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any Losses suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any Agent to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project in accordance with those parties' agreements; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Property prior to or after the closing. This indemnification shall survive the closing or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 23. ENVIRONMENTAL MATTERS.

23.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Final NFR Letters" means (i) with respect to the Property, a final residential comprehensive "No Further Remediation" letter from the IEPA approving the use of the Property and (ii) with respect to the Developer Property a final residential focused No Further Remediation letter from the IEPA approving the use of the Developer Property for the proposed Project or for residential, recreational or open space use. The Final NFR Letters may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other

requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a RAP.

"Remediation Objectives" means (i) with respect to any portion of the Property to be used for residential, recreational or other open space purposes, TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, and (ii) for any portion of the Property to be used for commercial purposes, TACO Tier I remediation objectives for commercial properties as set forth in 35 Ill. Adm. Code Part 742.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA,

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to this Section 23.

"TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

## **23.2 Testing and Remediation.**

(a) The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property and a Phase II Environmental Site Assessment ("Phase II ESA"). The Phase I ESA dated September 29, 2020, for the Property identified Recognized Environmental Conditions ("RECs") and the Developer's consultant performed a Limited Phase II Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The Limited Phase II ESA, dated November 6, 2020, identified contamination



above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer must enroll the Property and the Developer Property in the IEPA's Site Remediation Program ("SRP"), which will require the City's consent to enroll the Property ahead of the Developer owning it. Additional Phase II ESA sampling may be required for the Property and the Developer Property. Any Underground Storage Tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734. The City acknowledges the Developer intends to submit combined Focused Site Investigation Report (FSIR), Remediation Objectives Report (ROR), and Remedial Action Plan (RAP) Reports in one document to IEPA for approval and agrees the Developer can include the Property in such filings prior to the Developer owning the Property. The Developer acknowledges that the City will not provide any City, TIF, tax credit or other funding for the Project, including but not limited to funding for any costs that the Developer may incur as a result of starting construction prior to RAP approval. The Developer shall provide the City a new or an updated Phase I ESA conducted within 180 days prior to the conveyance of the Property, with a reliance letter naming the City.

(b) Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain Final NFR Letters for the Property and the Developer Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letters, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the Developer has recorded with the Cook County Recorder of Deeds and the City has approved, Final NFR Letters for the Property and the Developer Property, which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final NFR Letters within twenty-four (24) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA Sales Agreement against the Property. The Developer must abide by the terms and conditions of the Final NFR Letters.

(c) The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(d) The Developer must abide by the terms and conditions of the Final NFR letters.

**23.3 Release and Indemnification.** The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property

under or through the Developer following the date of the Deed (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, employees, and agents (collectively, the "City Parties") from and against any and all Losses which the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums; of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Developer Parties waive their rights of contribution and subrogation against the City Parties.

23.4 Release Runs with the Property. The covenant of release set forth in Section 23.3 shall run with the Property and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor any other Developer Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

23.5 Survival. The terms of this Section 23 shall survive the Closing or any earlier termination of this Agreement (regardless of the reason for such termination).

## SECTION 24. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

24.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

- (a) Neither the Developer nor any Employer shall 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 discharge status, marital status, parental status or source of income as defined in the City of Chicago Human

Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, 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. The Developer and each Employer 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. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 24.1, 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.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 24.1 shall be a basis for the City to pursue remedies under the provisions of Section 20.

#### 24.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of Developer or an Employer and that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 24.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 24.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 24.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 20.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were

employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 24.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

**24.3 Developer's MBE/WBE Commitment.** The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 24.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 24.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business

enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 24.3. In accordance with Section 2-92-730, Municipal Code, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 24.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

**24.4 Pre-Construction Conference and Post-Closing Compliance Requirements.** Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding

compliance with all Section 24 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 24, the sufficiency of which the City's monitoring staff shall approve as a precondition to the closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 24 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 24, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## SECTION 25. REPRESENTATIONS AND WARRANTIES.

25.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants to the City that as of the Effective Date and as of the Closing Date the following shall be true, accurate and complete in all respects:

(a) The Developer is a not for profit company duly organized, validly existing and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature.

(f) As of the Closing Date, the Developer will have and shall maintain all Governmental Approvals (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(g) The Developer is not in default with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

25.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein, and the person signing this Agreement on behalf of the City has the authority to do so.

25.3 Survival of Representations and Warranties. Each of the parties agrees that all warranties, representations, covenants and agreements contained in this Section 25 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Closing and be in effect throughout the term of the Agreement.

## SECTION 26. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first-class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
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With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Deputy Corporation Counsel Real Estate and Land Use Division
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If to the Developer:	Northwestern Memorial HealthCare 211 East Ontario Street, 8 <sup>th</sup> Floor Chicago, Illinois 60611
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With a copy to:	Northwestern Memorial HealthCare 211 East Ontario Street, 18 <sup>th</sup> Floor Chicago, Illinois 60611 Attention: General Counsel
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Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 26 shall constitute delivery.

## SECTION 27. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## SECTION 28. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

## SECTION 29. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

29.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is

being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

29.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

29.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

29.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

29.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 29 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

29.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing, the City may elect to decline to close the transaction contemplated by this Agreement.

29.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

#### SECTION 30. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, Developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

#### SECTION 31. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DPD. Such breach and default entitles the City to all remedies

under the Agreement, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

## SECTION 32. 2014 CITY HIRING PLAN.

32.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

32.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

32.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

32.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

## SECTION 33. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

## SECTION 34. MISCELLANEOUS.

The following general provisions govern this Agreement:

34.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument. For purposes of this Agreement, a document (or signature page thereto) electronically or digitally signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original hand signature on an original document.

34.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

34.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

34.4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

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

34.6 Force Majeure. Neither the City nor the Developer shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

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

34.9 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

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

34.11 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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

*(Signature Page Follows)*

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

CITY OF CHICAGO, an Illinois municipal corporation

By: \_\_\_\_\_  
Maurice D. Cox  
Commissioner  
Department of Planning and Development

NORTHWESTERN MEMORIAL HEALTHCARE, an  
Illinois not for profit company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maurice D. Cox, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Commissioner, he signed and delivered the foregoing instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Northwestern Memorial HealthCare, an Illinois not for profit corporation, 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 s/he signed and delivered the foregoing instrument pursuant to authority given by said \_\_\_\_\_, as her/his free and voluntary act and as the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

[Subject to final title commitment and survey]

Lot 5 in Joseph Cormack's Subdivision of Lot 1 and the North 32.5 feet of Lot 2 in Elisha Bailey's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-10-214-004-0000

That part of the South 50 feet of the North 82 1/2 feet of Lot 2 in Bayley's Subdivision of the East 1/2 of the South East 1/4 of the Northeast 1/4 of the Northeast 1/4 with the East 1/2 of the Northeast 1/4 of the South East 1/4 of the North East 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, lying East of the 16 foot alley running North and South through the center of said Lot 2, and lying West of Cottage Avenue as now located, in Cook County, Illinois.

PIN: 20-10-214-006-0000

The South 1/2 of Lot 2 (except the North 16 1/2 feet of said South 1/2 of Lot 2) and that part of Lot 3 lying North of and adjoining the South 80 feet thereof, in Elisha Bayley's Subdivision of the East 1/2 of the South East 1/4 of the Northeast 1/4 of the Northeast 1/4 with the East 1/2 of the Northeast 1/4 of the South East 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, except that part of said premises taken for Cottage Grove, in Cook County, Illinois.

PIN: 20-10-214-031-0000

Commonly known as: 4810-34 S. Cottage Grove Avenue, Chicago, IL 60615

## EXHIBIT B

### LEGAL DESCRIPTION OF DEVELOPER PROPERTY

[Subject to final title commitment and survey]

#### Parcel 1:

Lot 1 in Joseph Cormack's Subdivision of Lot 1 and the North 32.5 feet of Lot 2 in Elisha Bailey's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Joseph Cormack's Subdivision recorded November 7, 1898 as Document No. 2751201, for a private alley over land described therein.

PIN: 20-10-214-003-0000

4800-4808 South Cottage Grove, Chicago, IL 60615

#### Parcel 3:

The North 50 feet of the South 80 feet of Lot 3 (except the East 50 feet thereof taken or dedicated for Cottage Grove Avenue) in Bayley's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 4:

The East 133.10 feet of the South 30 feet of Lot 3 (except that part taken for Cottage Grove Avenue) in Bayley's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 5:

The East 152 feet of that part of the North 1/4 of Lot 4 lying West of Cottage Grove Avenue in Bayley's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 6:

The South 1/2 of the North 1/2 of Lot 4 (except the West 117 feet of that part lying East of the East Line of Evans Avenue) in Bayley's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 7:**

The South 1/2 of Lot 4 (except the West 125.0 feet of that part lying East of Evans Avenue) in Bayley's Subdivision of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 20-10-214-010-0000  
20-10-214-013-0000  
20-10-214-028-0000  
20-10-214-030-0000  
20-10-214-034-0000  
20-10-214-035-0000

Commonly known as: 4830-50 South Cottage Grove, Chicago, IL 60615

EXHIBIT C

LEGAL DESCRIPTION OF EVANS PARCEL

[Subject to final title commitment and survey]

THAT PART OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF LOT 3 IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE SOUTH 80 SAID LOT 3 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 130.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF SAID LOT 3; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.91 FEET TO EAST LINE OF S. EVANS AVENUE; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, 50.00 FEET, TO SAID NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 3; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 3, 117.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-214-035-0000

Commonly known as: 4833 S. Evans Avenue, Chicago, Illinois 60615

EXHIBIT D

CITY ALLEY PARCELS

[Subject to final title commitment and survey]

8) THAT PART OF LOT 5 IN JOSEPH CORMACK'S SUBDIVISION OF LOT 1 AND THE NORTH 32.5 FEET OF LOT 2 IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF SAID LOT 5 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 29 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 31.97 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 1.12 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS WEST, 31.97 FEET TO SAID NORTH LINE, THENCE NORTH 88 DEGREES 22 MINUTES 29 SECONDS WEST, 1.14 FEET TO THE POINT OF BEGINNING.

9) THAT PART OF THE SOUTH 1/2 OF LOT 2 (EXCEPT THE NORTH 16 1/2 FEET OF SAID SOUTH 1/2 OF LOT 2), AND THAT PART OF LOT 3 LYING NORTH OF AND ADJOINING THE SOUTH 80 FEET THEREOF (EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE, AND THE WEST 33 THEREOF TAKEN OR DEDICATED FOR S. EVAN AVENUE), IN ELISHA BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 WITH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID PREMISES TAKEN FOR COTTAGE GROVE, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF EVANS AVENUE AND THE NORTH LINE OF THE SOUTH 80 FEET OF SAID LOT 3; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, 102.31 FEET TO THE SOUTH LINE OF THE NORTH 16.5 FEET OF THE SOUTH HALF OF SAID LOT 2; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 117.09 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 51 SECONDS WEST, 102.31 TO THE NORTH LINE OF THE SOUTH 80 FEET OF LOT 3; THENCE ALONG SAID NORTH LINE, SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 117.04 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE NORTH 16 1/2 FEET OF THE SOUTH HALF OF SAID LOT 2 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 29 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 102.31 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 17.03 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS

WEST 102.31 TO SAID SOUTH LINE OF THE NORTH 16 1/2 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 17.09 FEET, TO THE POINT OF BEGINNING.

PIN: 20-10-214-033-0000

10) THAT PART OF THE SOUTH 50 FEET OF THE NORTH 82 1/2 FEET OF LOT 2 (EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE, AND THE WEST 33 THEREOF TAKEN OR DEDICATED FOR S. EVAN AVENUE) IN ELISHA BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 WITH THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE 16 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH THE CENTER OF SAID LOT 2, AND LYING WEST OF COTTAGE AVENUE AS NOW LOCATED, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE NORTH 82.5 FEET OF SAID LOT 2 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 50.23 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 1.09 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS WEST, 50.23 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 1.12 FEET TO THE POINT OF BEGINNING.

13) THAT PART OF THE EAST 9.66 FEET OF THE WEST HALF OF LOT 5 TOGETHER WITH WEST 41.33 FEET OF THE EAST HALF OF LOT 5 (SOUTH 33 THEREOF TAKEN FOR 49TH STREET) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS COMMENCING:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF LOT 5 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 99.52 FEET TO THE NORTH LINE OF 49TH AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 10.02 FEET TO THE WEST LINE OF THE EAST 9.66 FEET OF THE WEST HALF OF SAID LOT 5, THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS, 99.52 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 10.08 FEET TO THE POINT OF BEGINNING.

14) THAT PART OF THE WEST 1/2 OF LOT 5 (EXCEPT THE EAST 9 FEET AND 8 INCHES (9.66 FEET) THEREOF AND EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR EVANS AVENUE AND THE SOUTH 33 THEREOF TAKEN FOR 49TH STREET) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF

THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF LOT 5 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 126.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 26 MINUTES 51 SECONDS ALONG THE WEST LINE OF THE EAST 9.66 FEET OF THE WEST HALF OF SAID LOT 5, 99.52 FEET TO THE NORTH THE NORTH LINE OF 49TH AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 4.12 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 54 SECONDS, 99.52 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 4.06 FEET TO THE POINT OF BEGINNING.

## EXHIBIT E

### DEVELOPER ALLEY PARCELS

[Subject to final title commitment and Survey]

2) THAT PART OF LOT 1 IN JOSEPH CORMACK'S SUBDIVISION OF LOT 1 AND THE NORTH 32.5 FEET OF LOT 2 IN ELISHA BAILEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID JOSEPH CORMACK'S SUBDIVISION THENCE NORTH 88 DEGREES 22 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF EAST 48TH STREET, 4.20 FEET; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 100.05 FEET, TO THE SOUTH LINE OF SAID LOT 1, THENCE SOUTH 88 DEGREES 22 MINUTES 29 SECONDS WEST, 4.14 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 100.05 FEET, TO THE POINT OF BEGINNING.

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3) THAT PART OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF LOT 3 (EXCEPT THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE, ALSO EXCEPTING THE WEST 33 THEREOF TAKEN OR DEDICATED FOR S. EVAN AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTH 50 FEET OF THE SOUTH 80 FEET OF SAID LOT 3 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 17.10 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 25 SECONDS WEST, 50.00 TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 17.03 FEET TO THE POINT OF BEGINNING.

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4) THAT PART OF THE EAST 133.10 FEET OF THE SOUTH 30 FEET OF LOT 3 (EXCEPT THAT PART TAKEN FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE

NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 30.00 FEET OF SAID LOT 3 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 3, 17.10 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 54 SECONDS WEST, 30.00 FEET, TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 17.10 FEET TO THE POINT OF BEGINNING.

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5) THAT PART OF THE EAST 152 FEET OF THAT PART OF THE NORTH 1/4 OF LOT 4 LYING WEST OF COTTAGE GROVE AVENUE IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE NORTH 1/4 OF SAID LOT 4 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 33.13 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 16.94 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 20 SECONDS WEST, 33.13 FEET, TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 17.10 FEET TO THE POINT OF BEGINNING

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6) THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 4 (EXCEPT THE WEST 117 FEET OF THAT PART LYING EAST OF THE EAST LINE OF EVANS AVENUE, ALSO EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID LOT 4 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 33.13 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS, 16.90 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, 33.13 FEET TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 16.94 FEET TO THE POINT OF BEGINNING.

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7) THAT PART OF THE SOUTH 1/2 OF LOT 4 (EXCEPT THE WEST 125.0 FEET OF THAT PART LYING EAST OF EVANS AVENUE, ALSO EXCEPTING THE EAST 50 FEET THEREOF TAKEN OR DEDICATED FOR COTTAGE GROVE AVENUE) IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE SOUTH 1/2 SAID LOT 4 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 116.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A LINE 116.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF COTTAGE GROVE AVENUE, SOUTH 01 DEGREES 24 MINUTES 54 SECONDS EAST, 66.26 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 06 SECONDS WEST, 8.83 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, 66.23 FEET TO SAID NORTH LINE, THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 8.90 FEET TO THE POINT OF BEGINNING.

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12) THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 4 (EXCEPT THE EAST 125.45 FEET OF THAT PART LAYING EAST OF EVANS AVENUE) IN ELISHA BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 4 (EXCEPT THE EAST 125.45 FEET OF THAT PART LAYING EAST OF EVANS AVENUE) IN ELISHA BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF NORTH LINE OF THE SOUTH 1/2 SAID LOT 4 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 124.90 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 48 SECONDS EAST, 66.26 FEET TO THE SOUTH LINE OF SAID LOT 4. THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 5.31 FEET; THENCE NORTH 01 DEGREES 24 MINUTES 54 SECONDS WEST, 66.26 FEET, TO SAID NORTH LINE OF THE SOUTH 1/2 OF LOT 4; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 5.24 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT F

### PRIVATE ALLEY PARCELS

[Subject to final title commitment and Survey]

1) THE PRIVATE ALLEY IN IN JOSEPH CORMACK'S SUBDIVISION OF LOT 1 AND THE NORTH 32.5 FEET OF LOT 2 IN ELISHA BAILEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID JOSEPH CORMACK'S SUBDIVISION THENCE SOUTH 01 DEGREES 26 MINUTES 51 SECONDS EAST, 100.05 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 29 SECONDS EAST, 3.00 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 51 SECONDS EAST, 31.97 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 16.00 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS WEST, 31.97 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 29 SECONDS EAST, 3.00 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS, 100.05 FEET TO THE SOUTH LINE OF EAST 48TH STREET; THENCE NORTH 88 DEGREES 22 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH LINE, 10.00 FEET, TO THE POINT OF BEGINNING.

11) THE EAST 8 FEET OF THE WEST 1/2 OF THE SOUTH 50 FEET OF THE NORTH 82.50 FEET OF LOT 2 EXCEPT THE EAST 50 FEET AND EXCEPT THE WEST 33 FEET, IN BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH

THE WEST 8 FEET OF THE EAST 1/2 OF THE SOUTH 50 FEET OF THE NORTH 82.50 FEET OF LOT 2 EXCEPT THE EAST 50 FEET AND EXCEPT THE WEST 33 FEET, IN ELISHA BAYLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE NORTH 82.5 FEET OF SAID LOT 2 AND WEST LINE OF S COTTAGE GROVE AVENUE; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 117.12 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 51 SECONDS EAST, 50.23 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 33 SECONDS WEST, 16.00 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 51 SECONDS WEST, 50.23 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 33 SECONDS EAST, 16.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT G

FORM OF RECONVEYANCE DEED

RECONVEYANCE -  
SPECIAL WARRANTY DEED

(The Above Space For Recorder's Use Only)

THE GRANTOR, \_\_\_\_\_, a(n) \_\_\_\_\_ whose offices are located at \_\_\_\_\_, Chicago, Illinois 606\_\_\_\_, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, conveys and warrants to the City of Chicago (the "City"), an Illinois municipal corporation in the County of Cook and State of Illinois, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real estate situated in the County of Cook, in the State of Illinois, and described in Exhibit One attached hereto (the "Property").

Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Agreement for the Sale and Redevelopment of Land dated as of \_\_\_\_\_, 20\_\_\_\_, by and between the City and the Grantor and is a remedial right granted under such agreement.

TO HAVE AND TO HOLD the Property with each and all of the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the City and unto the City's successors and assigns forever, Grantor hereby covenanting that the Property is free and clear of any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Property unto the City and unto the City's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the City, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: See Exhibit Two attached hereto and made a part hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ a(n) \_\_\_\_\_

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

Name:

Its:

This instrument prepared by: \_\_\_\_\_, Assistant Corporation Counsel

MAIL DEED TO:

City of Chicago

Attn: \_\_\_\_\_, Assistant Corporation Counsel

Real Estate and Land Use Division

121 North LaSalle Street, Room 600

Chicago, Illinois 60602

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE REAL ESTATE  
TRANSFER TAX ACT, 35 ILCS 200/31-45(b) AND -45(e); AND SECTION 3-33-060B AND -  
060E OF THE MUNICIPAL CODE OF CHICAGO.

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby  
certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, 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 s/he signed and delivered the  
foregoing instrument pursuant to authority given by said \_\_\_\_\_, as her/his free and voluntary act  
and as the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set  
forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Deed Exhibit One

Legal Description of Property

Address:

PIN:

Deed Exhibit Two  
Permitted Title Exceptions

[To be completed prior to recording]

general real estate taxes and any special assessments or other taxes, the Redevelopment Agreement, and any title exceptions that were on title as the closing of this Agreement.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

\_\_\_\_\_, a(n) \_\_\_\_\_

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

Name:

Its:

Date: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Notary Public

The grantee or his agent affirms that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Chicago, by one of its attorneys:

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Asst. Corp. Cnsl.

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

\_\_\_\_\_  
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)



EXHIBIT H

PRELIMINARY DRAWINGS

(ATTACHED)

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Northwestern Memorial HealthCare

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 211 East Ontario Street, Suite 1800

Chicago, Illinois 60611

C. Telephone: 312-926-5771 Fax: \_\_\_\_\_ Email: thomas.hefty@nm.org

D. Name of contact person: Thomas L. Hefty, Sr. Associate General Counsel

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Proposed (A) purchase of City-owned land at 4810-4834 S. Cottage Grove Ave. & (B) sale of Applicant owned land at 4833 S. Evans as part PD application.

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |
- 

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- ☐ Yes ☐ No ☒ Organized in Illinois

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
------	-------

SEE SCHEDULE 1

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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-----  
-- NONE --  
-----

### **SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

-----  
Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether aid or estimated.) NOTE: p "hourly rate" or "t.b.d." is not an acceptable response.
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Carol D. Stubblefield, Attorney, Neal and Leroy, LLC, 20 S. Clark St., Ste. 2050, Chicago, IL 60603 Est. \$20,000

Paul Bryant, Architect, Lamar Johnson Collaborative, 35 E Wacker Dr Suite 1300, Chicago, IL 60601, Est. \$20,000

V3 Associates, Surveyor, 7325 Janes Avenue, Suite 100, Woodridge, IL 60517 Est. \$20,000

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty 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 of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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 such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."



If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

None

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name

Business Address

Nature of Financial Interest

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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

☒ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

☐ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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#### SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded**, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

##### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

## CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Northwestern Memorial HealthCare

(Print or type exact legal name of Disclosing Party)

By: Colleen Schmieg  
(Sign here)

Colleen M. Schmieg

(Print or type name of person signing)

Vice President, Operations

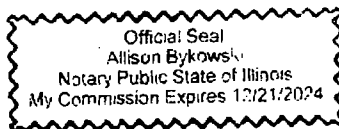
(Print or type title of person signing)

Signed and sworn to before me on (date) 5<sup>th</sup> of July 2022

at Cook County, IL (state).

Allison Bykowski  
Notary Public

Commission expires: 12/21/24



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No ☒ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes

☐ No

☒ N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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Schedule 1

NORTHWESTERN MEMORIAL HEALTHCARE	
<p><b><u>Directors</u></b></p> <p>Carol L. Bernick  John A. Canning, Chair  Nicholas D. Chabraja  Kent P. Dauten  Manny Favela  William P. Flesch, Vice Chair  Dean M. Harrison, NMHC President &amp; CEO  Lawrence K. Hunt  Michael J. Kachmer  Joseph D. Mansueto  Timothy P. Moen  Eric G. Neilson, MD, FSM Dean  William A. Osborn, Vice Chair  J. Christopher Reyes, Vice Chair  Timothy P. Sullivan  Morton O. Schapiro, NU President  Donald L. Thompson  Douglas E. Vaughan, MD  Patricia A. Woertz  Charie A. Zanck</p>	<p><b><u>Officers</u></b></p> <p>John A. Canning, Chair  William P. Flesch, Vice Chair  William A. Osborn, Vice Chair  J. Christopher Reyes, Vice Chair  Dean M. Harrison, President and CEO  John A. Orsini, Treasurer  Susan A. Ratzer, Assistant Treasurer  Danae K. Prousis, Secretary  Emily J. Kozak, Assistant Secretary</p>

THERE ARE NO MEMBERS WHO ARE LEGAL ENTITIES

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Proposed (A) purchase of City-owned land at 4810 4834 S. Cottage Grove Ave. & (B) sale of Applicant owned land at 4833 S. Evans as part applicant's PD application for 4800-4848 South Cottage Grove Ave & 747-757 E. 48th Street

NORTHWESTERN MEMORIAL HEALTHCARE  
(Print or type legal name of Disclosing Party)

Date: 10/17/22

By:

Colleen M. Schmieg  
(sign here)

Print or type name of signatory:

Colleen M. Schmieg

Title of signatory:

Vice President, Operations

Signed and sworn to before me on [date] 10/17/22, by  
Colleen Schmieg, at COOK County, ILLINOIS [state].

Allison Bykowski Notary Public.

Commission expires: 12/21/24



Ver. 11-01-05

Thomas L. Hefty

Digitally signed by Thomas L. Hefty  
DN: cn=Thomas L. Hefty, o=Northwestern Memorial Healthcare,  
ou=Office of General Counsel, email=Thomas.L.Hefty@nmh.org, c=US  
Reason: OSC reviewed and approved for EDS execution.  
Location: 2118 O'Connell St., 3rd Floor, Chicago, IL 60611  
Date: 2022.10.17 13:22:05 -05'