City of Chicago

O2014-9821

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/10/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Negotiated sale and conveyance of property to Chicago Southwest Development Corporation at 3200 S Kedzie Ave, 3230 W 31st St, 3354 W 31st St,
Committee(s) Assignment:	Committee on Housing and Real Estate

ORDINANCE
AUTHORIZING THE NEGOTIATED SALE
AND CONVEYANCE OF CERTAIN CITY PARCELS TO
CHICAGO SOUTHWEST DEVELOPMENT CORPORATION
AND DESIGNATING
CHICAGO SOUTHWEST DEVELOPMENT CORPORATION
AS DEVELOPER

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the purchase and sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, the Property (as herein defined) is located in the Little Village Industrial Tax Increment Financing Area (the "Area") established pursuant to ordinances adopted by the City Council of the City on June 13, 2007 and published in the Journal of Proceedings of the City Council for such date at pages 2532 through 2626; and

WHEREAS, the use of tax increment financing provides a mechanism to support new growth through leveraging of private investment, and helps to finance, among other things, land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area and can reduce or eliminate conditions that qualify the Area as a redevelopment area; and

WHEREAS, in furtherance of such redevelopment objectives, a parcel of real property in the Area has been identified that the City seeks to acquire, either through negotiated purchase or by exercise of the City's eminent domain power and authority, which parcel has the addresses of 3200 South Kedzie Avenue, 3230 West 31st Street and 3354 West 31st Street in Chicago, Illinois (the "Property"), and which Property is legally described on **Exhibit A** attached hereto; and

WHEREAS, following such acquisition, the City seeks to sell, through a negotiated sale, the Property to Chicago Southwest Development Corporation, an Illinois not-for-profit corporation (the "Developer"), having an address of 2875 West 19th Street, Chicago, Illinois 60623; and

WHEREAS, the Developer has offered to purchase the Property from the City for the sum of any and all City acquisition costs and expenses including, without limitation, the purchase price of the Property, together with all costs and expenses associated with closings, transfer of title, costs associated with any negotiated purchase agreement between the City and the owner or owners of any of the Property, court costs, attorney fees, environmental studies, environmental remediation, title commitments and policies, surveys, appraisal reports, consultants, abandonment costs, tenant relocation, and any and all other fees, expenses and costs incurred or to be incurred by the City. Additionally, the Developer shall comply with the

covenants to perform certain redevelopment obligations, as more fully set forth in the Redevelopment Agreement (as herein defined); and

WHEREAS, pursuant to Resolution No. 14-CDC-44 adopted on November 14, 2014 by the Community Development Commission of the City of Chicago (the "Commission"), the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property; approved the Department's request to advertise for alternative proposals, and recommended that City Council approve the sale of the Property to the Developer if no alternative proposals were received without further Commission action; and

WHEREAS, the Department published the notice in the *Chicago Sun-Times*, a newspaper of general circulation, on November 19, 2014, November 26, 2014 and December 3, 2014, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; now therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as **Exhibit B** and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the Redevelopment Agreement, with the approval of the City's Corporation Counsel.

SECTION 3. The City is hereby authorized to sell and convey to the Developer the Property in return for payment of the aforesaid acquisition costs, fees and expenses and for compliance with, and subject to, the terms and covenants of the Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party, the Property for the consideration described herein and otherwise in accordance with and subject to the terms of the Redevelopment Agreement.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - Legal Description
Exhibit B - Agreement for the Acquisition, Sale and Redevelopment of Land

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

COMMONLY KNOWN AS: 3200 South Kedzie Avenue, 3230 West 31st Street, and 3354 West 31st Street

PERMANENT INDEX NOS.: 16-35-203-002-0000, 16-35-203-004-0000 and 16-35-203-008-0000

PARCEL 1:

ALL THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

(EXCEPTING THEREFROM THE EAST 762 FEET THEREOF LYING NORTH OF THE SOUTH 291.50 FEET)..

AND EXCEPTING THE SOUTH 291.50 FEET OF THE EAST 625 FEET THEREOF.

AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1905 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240:

AND EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 50 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF: THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTER LINE OF WEST FORK OF THE S BRANCH OF THE CHICAGO RIVER: THENCE, NORTHEASTERLY ALONG SAID CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 255.49 FEET, MORE OR LESS, TO A POINT WHICH IS 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 100.00 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, AND 956.58 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 7.80 FEET TO A POINT WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION, THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POINTOF BEGINNING):

ALSO

PARCEL 2

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT BETWEEN EVELYN BRANECKI AND STEPHAN CHEMICAL COMPANY DATED NOVEMBER 24, 1961 AND RECORDED NOVEMBER 29, 1961 AS DOCUMENT 18342626 AND BY AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 28807 WITH STEPAN

CHEMICAL COMPANY DATED AUGUST 26, 1965 AND RECORDED SEPTEMBER 2, 1965 AS DOCUMENT 19577333 AS FOLLOWS:

SUBPARCEL 2A

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING A SANITARY SEWER LOCATED ON PARCEL 1, OVER, UNDER AND ACROSS A STRIP OF LAND 6 FEET-IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 291 50 FEET OF THE EAST 625.0 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE SOUTH ALONG A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 9.0 FEET, FOR A PLACE OF BEGINNING, THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLEOF 89 DEGREES 58 MINUTES WITH THE LAST DESCRIBED COURSE, 87.5 FEET, THENCE SOUTHALONG A LINE 120 S FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 219.64 FEET, THENCE WEST ALONG A LINE 62.86 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECITON 35, TO THE WESTLINE OF THE EAST 625.00 FEET OF THE SOUTH 291.5 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

ALSO

SUBPARCEL 2B:

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR INGRESS, EGRESS AND PUBLIC UTILITIES, INCLUDING WATER, TELEPHONE, GAS AND ELECTRIC POWER LINES, OVER, UNDER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE NORTH ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 55.56 FEET, FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55 34 FEET, THENCE WEST 5.25 FEET TO A POINT 55.34 FEET NORTH OF THE PLACE OF BEGINNING (MEASURED AT 90 DEGREES): THENCE SOUTHWESTERLY 58.19 FEET ALONG A LINE DRAWN TO A POINT 83.6 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 76.6 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, THENCE CONTINUING SOUTHWESTERLY 49.84 FEET ALONG A LINE DRAWN TO A POINT 133 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 70.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35. THENCE WEST ON A LINE 70 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, 492.0 FEET TO THE WEST LINE OF THE EAST 625.0 FEET OF THE SOUTH 291.5 FEET TO THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, THENCE SOUTH ALONG SAID WEST LINE 20 FEET, TO A POINT 50.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, THENCE EAST ALONG A LINE 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 35, 412.0 FEET TO A POINT OF CURVE. THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY, AN ARC DISTANCE OF 180.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291 ½ FEET THEREOF) LYING SOUTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET. THENCE SOUTHWESTERLY TO A PINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION:

ALSO:

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY WARRANTY DEED FROM FITZSIMONS STEEL AND IRON COMPANY, A CORPORATION OF ILLINOIS. TO WYCKOFF DRAWN STEEL COMPANY, A CORPORATION OF PENNSYLVANIA DATED FEBRUARY 1, 1928 AND RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940. FOR RIGHT OF WAY OVER A STRIP OF LAND EXTENDING FROM THE WESTERLY BOUNDARY LINE OF PARCEL 3, TO THE LINE OF THE LAND OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND HAVING A WIDTH OF 17 FEET THROUGHOUT OVER THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 IN BOOK 9485, PAGE 55 AS DOCUMENT 3900240 AND EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO WYCKOFF DRAWN STEEL COMPANY BY DEED RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940 (CONVEYED PARCEL 3) AND EXCEPT THAT PART, IF ANY, FALLING IN PARCELS 1 AND 5 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 148.88 FEET OF THE EAST 762 FEET OF THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (THE SAID CENTER LINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 100 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 584.30 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 627.92 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 10.14 FEET TO A POINT WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER

SECTION AND 762 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 69.48 FEET TO A POINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 687.95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 10.72 FEET TO A POINT WHICH IS 698.67 FEET NORTH FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION) (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 291.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3200 SOUTH KEDZIE AVENUE, CHICAGO, IL 60623

Real Property Tax Identification 16-35-203-002-0000,
16-35-203-004-0000, &
16-35-203-008-0000

EXHIBIT B

AGREEMENT FOR THE ACQUISITION, SALE AND REDEVELOPMENT OF LAND

(attached)

AGREEMENT FOR
THE ACQUISITION,
SALE AND
REDEVELOPMENT OF LAND

This **AGREEMENT FOR THE ACQUISITION, SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ____ day of _____ 2014, 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 **CHICAGO SOUTHWEST DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 2875 W. 19th St., Chicago, IL 60623.

RECITALS

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, pursuant to Resolution No. 07-CDC-25 adopted on April 10, 2007, the Commission has heretofore approved the Little Village Industrial Corridor Redevelopment Plan and Project dated February 2007 (the "Redevelopment Plan") for the Little Village Industrial Corridor Redevelopment Project Area (the "Redevelopment Area"), which Redevelopment Plan includes, among other things, a map depicting parcels in the Redevelopment Area that the City may acquire in pursuing the public purpose and goals and objectives of the Redevelopment Plan;

WHEREAS, the stated goals and objectives of the Redevelopment Plan include, among other things, the public purpose of: (1) removing blighting influences in the Redevelopment Area through acquisition, including acquisition through eminent domain, and demolition, or through private and public rehabilitation; (2) providing for the orderly transition from outmoded to economically sustainable land development patterns; (3) encouraging redevelopment on parcels that are underutilized and vacant; (4) upgrading public infrastructure to better meet the needs of current and future employers; (5) encouraging private investment, including expansion of existing facilities, rehabilitation or replacement of deteriorated, dilapidated or obsolete facilities, and new development on underutilized land; (6) attracting sustainable, environmentally friendly industry and opportunities for local workers; (7) linking workforce development to employer needs; (8) supporting environmental remediation efforts to allow contaminated properties to be returned to productive use; and (9) assembling land located in the Redevelopment Area to achieve the goals and objectives of the Redevelopment Plan; and

WHEREAS, by ordinance adopted on June 13, 2007; and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2611, the City Council approved the Redevelopment Plan and granted acquisition authority for acquisition of parcels contained within the Redevelopment Area; and

WHEREAS, by ordinance adopted on June 13, 2007, and published in the Journal for such date at pages 2612 through 2619, the City Council approved an ordinance designating the Redevelopment Area as a tax increment allocation financing district; and

WHEREAS, by ordinance approved on June 13, 2007, and published in the Journal for such date at pages 2620 through 2626, the City Council adopted tax increment allocation financing for the Redevelopment Area; and

WHEREAS, the real property commonly known as 3200 S. Kedzie, 3230 W. 31st Street, and 3354 W. 31st Street, all in Chicago, Illinois, which is legally described on **Exhibit A** attached hereto ("Acquisition Parcels"), is (i) located in the Redevelopment Area, (ii) one of the parcels depicted

in the map contained in the Redevelopment Plan and (iii) one of the parcels the City may acquire in pursuing the purpose, goals and objectives of the Redevelopment Plan; and

WHEREAS, the City is the owner of one vacant parcel of property located at 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois, which is legally described on **Exhibit B** attached hereto (the "City Parcel"), and which property is located in the Redevelopment Area; and

WHEREAS, by Resolution No.13-009-21, adopted by the Chicago Plan Commission of the City of Chicago ("CPC") on February 21, 2013, CPC recommended the sale of the City Parcel to the Developer; and

WHEREAS, by ordinance adopted on _____, 2014, and published in the Journal for such date at pages _____ through _____, the City Council approved an ordinance ("City Parcel Sale Ordinance") authorizing the sale of the City Parcel by the City to Developer in accordance with the terms of the Agreement for the Sale and Redevelopment of Land signed by Developer ("RDA #1"), a copy of said agreement is attached hereto as **Exhibit C**; and

WHEREAS, Developer is the owner of a vacant parcel of property located at 3244-3250 South Kedzie Avenue, Chicago, Illinois, which is legally described on **Exhibit D** attached hereto ("Developer Parcel"), and which property is located in the Redevelopment Area; and

WHEREAS, Developer shall do the following in relation to the City Parcel, Acquisition Parcels and Developer Parcel (such City Parcel, Acquisition Parcels and Developer Parcel collectively, the "Project Parcels") in consideration of the Developer's fulfillment of its obligations under RDA #1 and this Agreement and the requirements, obligations and conditions contained within Institutional Business Planned Development No. 1212 and any amendments thereto or a new planned development if a new planned development is necessary for Developer to complete the Project (as defined below): (a) relocate Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151-bed Saint

Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 375,000 sq. ft.; (b) develop approximately 160,000 sq. ft. of community/education space; (c) develop approximately 200,000 sq. ft. of retail space; (d) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (e) create at least 150 permanent jobs or cause the New Saint Anthony Hospital to create at least 150 permanent jobs and (f) create 400 temporary construction jobs or cause the general contractor and/or subcontractors to create 400 temporary construction jobs, all as more fully described on **Exhibit E** attached hereto (the "Project"), and perform other redevelopment obligations as set forth in RDA #1 and this Agreement; and

WHEREAS, the Project is consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City will seek to negotiate the sale, purchase, and direct transfer of the Acquisition Parcels by and to the Developer through a negotiated purchase agreement ("Purchase Agreement") whereby the direct transfer of such Acquisition Parcels shall be conveyed directly to Developer with no transfer of title to the City, if possible, or, if such negotiated purchase agreement cannot be negotiated, then the Developer shall acquire the Acquisition Parcels through eminent domain proceedings; and

WHEREAS, the Developer shall: (1) accept the sale, purchase and direct transfer of title to the Acquisition Parcels by the City to the Developer through the Purchase Agreement, or the direct transfer of title to the Acquisition Parcels through eminent domain proceedings; and (2) pay any and all costs and expenses related to acquisition of the Acquisition Parcels under the terms of this Agreement; and

WHEREAS, the City will pay no costs related to acquisition, transfer or otherwise of the Acquisition Parcels; and

WHEREAS, the City may acquire and **come into title** to the Acquisition Parcels only after: (1) the City has made a good faith effort to acquire and directly transfer the Acquisition Parcels to the Developer through either the Purchase Agreement, or eminent domain proceedings, and all such efforts are unsuccessful; (2) the City and Developer enter into those certain environmental agreements as set forth in Section 3 of this Agreement; and (3) the Developer pays any and all costs and expenses related to the acquisition of the Acquisition Parcels under the terms of this Agreement; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2014, and published at pages _____ through _____ in the Journal of such date, has authorized the acquisition of the Acquisition Parcels through the Purchase Agreement or eminent domain proceedings, and a transfer of the Acquisition Parcels to Developer, subject to the terms of this Agreement.

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 AND EXHIBITS.

The recitals set forth above and the exhibits attached hereto 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. ACQUISITION OF ACQUISITION PARCELS THROUGH PURCHASE AGREEMENT OR EMINENT DOMAIN PROCEEDINGS.

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to use reasonable efforts to negotiate the acquisition of the Acquisition Parcels through the Purchase Agreement and provide for the transfer of such Acquisition Parcels directly to Developer, with no transfer of title to the City or eminent domain proceedings, for the Project in furtherance of the public purposes and goals and objectives of the Redevelopment Plan. Such City obligation is subject

to, among other things, Developer's obligation to reimburse the City for all Acquisition Costs, as itemized in Section 5.1, and any/all costs associated with any of the environmental agreements set forth in Section 3 herein.

In connection with the City's effort to negotiate the Purchase Agreement, the City shall: (1) submit a written offer ("Written Purchase Offer") to purchase the Acquisition Parcels to the owner ("Owner") of such parcels based on a written appraisal of the Acquisition Parcels with an effective date of valuation within six months of the date of the Written Purchase Offer; and (2) direct the transfer of title to the Acquisition Parcels from the Owner to the Developer.

If the Owner of the Acquisition Parcels agrees on a purchase price and is willing to sell the Acquisition Parcels through a purchase agreement and real estate closing, then the City shall request the Owner of the Acquisition Parcels to agree to a direct transfer of title to the Developer under said purchase agreement. If the Owner of the Acquisition Parcels agrees to a direct transfer to the Developer, then the Developer agrees to accept said direct transfer. If, however, the Owner of the Acquisition Parcels is unwilling or unable to agree to a direct transfer to the Developer, then the City agrees to proceed to close on said Purchase Agreement and subsequently transfer the Acquisition Parcels to the Developer under the terms of this Agreement, however, the conditions precedent to the City closing on said purchase agreement and taking title to the Acquisition Parcels is the City and Developer entering into an Environmental Indemnity Agreement pursuant to Section 3(v) of this Agreement.

If the Owner of the Acquisition Parcels is unwilling or unable to agree on a purchase price or enter into a purchase agreement within twenty one (21) days after the date of the City's written offer, then the City shall immediately file a condemnation complaint to acquire the Acquisition Parcels under the terms of this Agreement.

The conditions precedent to the City closing on taking title to the Acquisition Parcels either through a negotiated Purchase Agreement or eminent domain proceedings are set forth herein in Section 3 below.

SECTION 3. CONDITIONS PRECEDENT TO THE CITY'S ACQUISITION OF TITLE TO THE ACQUISITION PARCELS.

Developer, at its own cost, shall complete a Phase I environmental site assessment of the Acquisition Parcels no later than ninety (90) days after City Council approval of the ordinance providing acquisition authority for the Acquisition Parcels, as more fully set forth in this Section 3. After the City has made a good faith effort to acquire and direct the transfer of the Acquisition Parcels to the Developer through either the Purchase Agreement, or eminent domain proceedings, and all such efforts are unsuccessful, the following are the conditions precedent to the City taking title to the Acquisition Parcels:

(i) Developer, at its own cost, shall complete a Phase I environmental site assessment of the Acquisition Parcels in accordance with the requirements of the ASTM E1527-13 standard ("Phase I Assessment"), noting any data gaps if site access is unavailable, no later than ninety (90) days after City Council approval of the ordinance providing acquisition authority for the Acquisition Parcels. The scope of work for the Phase I Assessment shall be subject to the review and approval of the City. Developer agrees to and has promptly delivered to the City a copy of the Phase I Assessment;

(ii) Developer, at its own cost, shall perform a Phase II subsurface investigation ("Phase II Investigation") of the Acquisition Parcels. If the Phase II Investigation indicates potential off-site migration of environmental contamination from the Acquisition Parcels onto adjacent property, as part of its Phase II Investigation and at its own cost, Developer shall delineate the extent of off-site contamination. In the event Developer is unable to obtain off-site access for this purpose, Developer shall delineate the extent of off-site migration of contamination using Tier 3 analysis. The scope of work the Phase II Investigation shall be subject to the review and approval of the City. Developer agrees to promptly deliver to the City a copy of the Phase II Investigation of the Acquisition Parcels and any potential off-site migration of contaminants;

(iii) Developer shall provide the City with a letter(s) from the environmental firm(s) which completed the reports described in Sections 3(i) and (ii), authorizing the City to rely on such reports;

(iv) If acquisition does not occur within 179 days of the completion of the Phase I Assessment or any portion thereof, it shall be the Developer's obligation, at its own cost, to refresh the report; and

(v) In the event the Phase II Investigation indicates the presence of hazardous substances, pesticides, or petroleum on the Acquisition Parcels and/or off-site migration of hazardous substances, pesticides, or petroleum from the Acquisition Parcels onto adjacent property, the Parties shall agree and enter into: (a) **"Environmental Indemnity Agreement(s)"** indemnifying the City from liability relating to such environmental contamination; (b) a scope of work for development of a cost estimate, including contingency, for remediation of the Acquisition Parcels; (c) an **"Environmental Remediation Agreement and Escrow"** to remediate the Acquisition Parcels and fund such costs; and (d) if applicable, an agreement pursuant to which Developer shall purchase environmental liability insurance for off-site migration of contaminants from the Acquisition Parcels, naming the City as an additional insured.

SECTION 4. SALE AND PURCHASE PRICE.

Subject to all of the terms, covenants and conditions of this Agreement, upon (a) Developer closing on RDA #1 pursuant to the terms and conditions of RDA #1; (b) the City agreeing to negotiate the acquisition of the Acquisition Parcels through the Purchase Agreement whereby the transfer of such Acquisition Parcels shall be conveyed directly to Developer with no transfer of title to the City or through eminent domain proceedings; (c) Developer agreeing to: (i) purchase and accept the direct transfer of such Acquisition Parcels, or (ii) acquire the title to the Acquisition Parcels from the City, where the City is unsuccessful in its efforts to have the Acquisition Parcels directly transferred to the Developer, all for an amount equal to the all Acquisition Costs incurred and/or due and owing but not yet paid, by the City in association with the acquisition of such Acquisition Parcels as itemized in Section 5.1, and said Acquisition Costs, as defined herein), to be paid or deposited into two (2) separate escrows at the Pre-Closing (as defined in Section 6.7 below); and (d) the Developer accepting the Acquisition Parcels in an "as-is" condition, including but not limited to the environmental condition of the Acquisition Parcels, and shall indemnify and hold the City harmless from any and all liabilities, including environmental liabilities, associated with the Acquisition Parcels, as more fully described in any of the environmental agreements set forth in Sections 3 and 19.3 herein.

SECTION 5. ACQUISITION COSTS/SOLE ORDER ESCROW.

5.1 Acquisition Costs. Developer hereby agrees to pay the following, which is not intended to be an exhaustive itemization of Acquisition Costs:

(i) any/all acquisition costs and expenses including but not limited to, all those amounts constituting the purchase price ("Purchase Price") of the Acquisition Parcels and any/all associated closing costs, fees, and expenses of the City, inclusive of any and all transfer of title to Developer costs, fees and expenses, as set forth in any negotiated Purchase Agreement between the City and the Owner of the Acquisition Parcels;

(ii) any/all court costs, fees and expenses, and litigation, discovery and trial expenses in relation to any eminent domain proceedings instituted to acquire the Acquisition Parcels, and other legal proceeding, if any, related to the acquisition of the Acquisition Parcels;

(iii) any/all those amounts determined to be just compensation ("Just Compensation") pursuant to any judgment or agreed order entered in any eminent domain proceeding instituted to acquire the Acquisition Parcels ("Just Compensation Order"), including interest as established by statute, court order or jury verdict, court costs, fees and expenses, and trial expenses;

(iv) any/all attorneys' fees and costs for outside legal counsel retained by the City to effect the acquisition contemplated by this Agreement (whether through a Purchase Agreement, eminent domain proceeding, or transfer of title to the Acquisition Parcels from the City to the Developer). The City shall consult with the Developer with respect to the City's selection of outside legal counsel, which selection shall be in the City's sole discretion; provided, however, the City shall use reasonable efforts to determine that the City's selection of outside legal counsel will not result in such outside legal counsel having a conflict of interest with the Developer;

(v) any/all costs of all environmental studies or tests undertaken on the Acquisition Parcels (whether undertaken by the City or as requested by Developer),

as same may be set forth in any of the environmental agreements set forth in Section 3 herein;

(vi) any/all costs and expenses for all environmental remediation of the Acquisition Parcels, including costs and expenses associated with enrolling the Acquisition Parcels in the State of Illinois' Site Remediation Program (the "SRP Program") through the issuance of a final No Further Remediation Letter, as same may be set forth in any of the environmental agreements set forth in Section 3 herein;

(vii) any/all costs and expenses for title commitments and title policies, and/or curing title exceptions, in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(viii) any/all costs for surveys in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(ix) any/all costs for appraisal reports and fees for appraisers in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(x) any/all costs for non-appraisal expert reports and fees for experts and/or consultants in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(xi) any/all statutory and court-awarded abandonment costs, including attorneys' fees for Owner's counsel resulting from the abandonment of any eminent domain proceeding filed by the City to acquire the Acquisition Parcels, including but not limited to, Developer not purchasing the Acquisition Parcels as permitted in Sections 6.2, 6.5 and 6.6 below, or as a result of any default under this Agreement by Developer;

(xii) any/all costs and expenses to relocate existing tenants or occupants of the Acquisition Parcels or otherwise payable to such tenants or occupants, including but not limited to those costs and expenses required under 735 ILCS 30/10-5-62;

(xiii) any/all Pre-Closing and Acquisition Closing (as such terms are defined in Section 6.7 below) escrow fees and title charges; and

(xiv) any/all other acquisition costs incurred by the City in performing its obligations under this Agreement, including, without limitation, with respect to an acquisition of the Acquisition Parcels that is ultimately abandoned or terminated by Developer or the City pursuant to a right granted hereunder.

The acquisition costs described in this Section 5.1(i)-(xiv) shall hereinafter be referred to individually as an "Acquisition Cost", and collectively as the "Acquisition Costs."

If Developer and the City proceed to a Pre-Closing, as set forth in Section 6.7., on the Acquisition Parcels, DPD shall use reasonable efforts to deliver to Developer a statement of all Acquisition Costs owed by Developer as to the Acquisition Parcels within ten (10) days prior to such Pre-Closing.

5.2 Sole Order Escrow. To secure Developer's obligation to pay for Acquisition Costs, and any/all costs associated with any of the environmental agreements set forth in Section 3, Developer shall open an escrow account with Greater Illinois Title Insurance Company ("Title Company") and enter into a sole order escrow agreement ("Sole Order Escrow") with the Title Company for the sole benefit of the City ("Sole Order Escrow Agreement"), in form and substance satisfactory to the City in its sole discretion, and deposit in said escrow as follows: 130% of the compensation offered to the Owner of the Acquisition Parcels in the City's Written Purchase Offer, or Three Million Five Hundred Thousand and no/100 Dollars ($3,500,000), whichever amount is greater (the greater of these two amounts, the "Minimum Acquisition Costs Amount"). The Sole Order Escrow Agreement shall provide that the City shall be entitled to direct at any time the Title Company to release funds held in the Sole Order Escrow, payable to the City for any incurred, and/or contractually committed, and/or reasonably foreseeable Acquisition Cost as determined by

the City. The Developer shall establish and fund the Sole Order Escrow within fifteen (15) days of the full execution of this Agreement.

Developer shall maintain a Sole Order Escrow balance in the sum of the Minimum Acquisition Costs Amount. To satisfy this obligation, within seven (7) days of Developer's receipt of written notice from the City that the Sole Order Escrow balance is below the Minimum Acquisition Costs Amount, Developer shall deposit in said Sole Order Escrow a dollar amount sufficient to cause the balance of the Sole Order Escrow to equal the Minimum Acquisition Costs Amount. The Developer's failure to maintain the Minimum Acquisition Cost Amount in the Sole Order Escrow constitutes an Event of Default under Section 16.4.

5.3 The City may direct the Title Company to release funds held in the Sole Order Escrow to pay Acquisition Costs for the Acquisition Parcels in the event that Developer fails to pay the City the Acquisition Costs, including, without limitation, any abandonment costs itemized in Section 5.1 at the Pre-Closing (as defined in Section 6.7 below) or when otherwise due and payable. Upon the acquisition by Developer of the Acquisition Parcels or Developer's election not to proceed to acquire the Acquisition Parcels as permitted hereunder (and after payment of any and all Acquisition Costs to the City in full), the Sole Order Escrow or any excess funds, if any, from such Sole Order Escrow shall be returned to Developer and the City shall immediately direct the Title Company to release such excess funds held in the Sole Order Escrow.

The City has only agreed to direct the sale and transfer of the Acquisition Parcels to Developer for the Acquisition Costs because Developer (i) has agreed to execute this Agreement and comply with its terms and conditions herein; and (ii) has agreed to comply with the terms and conditions of the City Parcel Sale Agreement.

SECTION 6. CONVEYANCE OF THE ACQUISITION PARCELS.

6.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall direct the Owner of the Acquisition Parcels to convey the Acquisition Parcels in their "as is," "where is" and "with all faults" condition to the Developer by quitclaim

deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

(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 that will not adversely affect the use and insurability of the Acquisition Parcels for the development of the Project;

(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 Title Commitment and Insurance.

Acquisition Parcels. Prior to the City's mailing of the Written Purchase Offer Letter, the City, at Developer's expense, shall obtain and promptly deliver to the Developer a commitment for an owner's policy of title insurance from the Title Company for the Acquisition Parcels. Within thirty (30) days following the City's mailing of the Written Purchase Offer Letter, Developer shall provide written notice to the City listing any title defects that Developer deems unpermitted exceptions. The City shall seek to include a provision obligating the owner to cure such unpermitted exceptions, including, without limitation, to pay all general real estate taxes due and payable as of the Acquisition Closing date and to obtain a credit for any such taxes accrued but not yet payable on the Acquisition Parcels as of the Acquisition Closing date. If the Owner will not agree to such a provision and the unpermitted exceptions cannot be cured through a condemnation proceeding, then the City shall notify Developer and Developer may elect to direct the City to cease acquisition efforts with respect to the Acquisition Parcels. Developer shall have fifteen (15) days from the date the Developer receives notice of the Owner's refusal to cure to notify the City that it desires to exercise such termination right, in which event this Agreement shall be

null and void, upon Developer's payment of all Acquisition Costs through the City's direction to the Title Company for a release of any and all such Acquisition Costs, and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, except as such duties and obligations involve any statutory and court-awarded abandonment costs, including attorneys' fees for Owner's counsel resulting from the abandonment of any eminent domain proceeding filed by the City to acquire the Acquisition Parcels, all as set forth herein. If Developer does not so elect, the unpermitted exceptions shall be deemed permitted exceptions for purposes of this Agreement and the parties shall proceed to the Pre-Closing and Acquisition Closing (as such terms are defined in Section 6.7 below). Developer shall be responsible for all taxes payable after such date (whether accrued and attributable to the time period before the Acquisition Closing or after). Developer shall be responsible for obtaining any Board of Underground or utility letters or other documents needed to obtain extended coverage. Developer shall be solely responsible for and shall pay all costs associated with updating the title commitment, and obtaining title insurance, extended coverage or any other endorsements it deems necessary.

If such unpermitted exceptions referenced in 6.2 of this Agreement can be cured through a condemnation proceeding, then the City shall attempt to enter into a settlement agreement with the owner of the Acquisition Parcels before the City files a condemnation complaint where the filing of the complaint would be done for the purpose of curing the unpermitted exceptions. The settlement agreement shall provide for: (i) the amount of just compensation to be paid for the acquisition of the Acquisition Parcels and set amount shall be equal to the Purchase Price set forth in any negotiated Purchase Agreement between the City and the owner of the Acquisition Parcels; (ii) the owner to agree to the City filing a condemnation complaint and taking steps to cure the title defects and/or unpermitted exceptions through the condemnation proceeding and (iii) the owner to agree to the City obtaining a final judgment order in the amount of the Purchase Price.

If such unpermitted exceptions referenced in 6.2 of this Agreement can be cured through a condemnation proceeding, but the owner of the Acquisition Parcels is unwilling or unable to enter into a settlement agreement before the filing of a condemnation complaint, then the City shall notify Developer and Developer may elect to direct the City to either (a) cease

acquisition efforts with respect to the Acquisition Parcels, in which event the Developer shall be liable for all Acquisition Costs or (b) proceed with a condemnation proceeding to cure or cause to be cured the unpermitted exceptions and acquire the Acquisition Parcels. Developer shall have fifteen (15) days from the date the Developer receives notice of the Owner's refusal to enter into a settlement agreement pursuant to this paragraph to notify the City of Developer's election.

6.3 Survey. Developer shall be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

6.4 Environmental Testing. Developer shall be solely responsible for and shall pay all costs and expenses associated with obtaining any environmental reports, including but not limited to, any and all reports associated with Sections 3, 5.1(v) and (vi), and Section 19 herein.

6.5 Due Diligence Period. The City, in negotiating a Purchase Agreement, shall seek to include a "free look" due diligence period of at least forty-five (45) days for purposes of allowing the City and Developer to obtain and review the title, survey and environmental due diligence materials described herein, including but not limited to any materials associated with Section 3, and for Developer to exercise its termination rights as set forth above prior to the expiration of such due diligence period.

6.6 Notice of Acquisition Closing. The City shall give notice to Developer (an "Acquisition Notice") upon the execution of a Purchase Agreement or the entry of any Court Order for the Acquisition Parcels within fifteen (15) days of such Purchase Agreement execution or entered Court Order. If the amount to be paid to the Owner of the Acquisition Parcels under a Purchase Agreement or Court Order equals or is less than 130% of the amount in the Written Purchase Offer to said Owner (such 130% amount, the "Preapproved Price"), the parties shall proceed to the Pre-Closing and the Acquisition Closing (as such terms are defined in Section 6.7 below), unless, Developer or the City thereafter terminates this Agreement pursuant to a termination right granted under this Agreement. If the amount payable under the Purchase Agreement exceeds such Preapproved Price, Developer shall have ten (10) days from the receipt of the Acquisition Notice to

notify the City whether to proceed with the acquisition or to terminate such acquisition efforts as to the Acquisition Parcels. If Developer elects to terminate such acquisition efforts, Developer shall pay all (a) Acquisition Costs incurred to date; and (2) all Acquisition Costs which may become due and owing after the Developer elects to terminate such acquisition efforts, and the City shall terminate such acquisition efforts. If the amount payable pursuant to a Court Order exceeds such Preapproved Price, Developer shall have ten (10) days from receipt of the Acquisition Notice to notify the City whether to proceed with the depositing of funds pursuant to such Court Order or to move for a vacation of such Court Order. If Developer elects to move to vacate such Court Order, Developer shall pay all statutory and abandonment costs, all other Acquisition Costs, and the City shall have the right to direct the Title Company to release any and all such Acquisition Costs, including the statutory and abandonment costs. If Developer does not exercise the termination and vacation rights granted in this Section 6.6, Developer shall immediately, within no later than two (2) days, provide the City with an increase in the Sole Order Escrow to pay all Acquisition Costs at the Pre-Closing. The election by Developer not to pursue the purchase of the Acquisition Parcels (i) where the amount to be paid exceeds the Preapproved Price, or (ii) pursuant to Developer's title, survey and environmental approval rights under Sections 3, 5.2 and 5.5 herein shall not constitute a default under the terms of this Agreement, but shall still obligate Developer to pay all Acquisition Costs for such acquisition effort. If Developer elects not to purchase the Acquisition Parcels for a reason described in clause (i) or clause (ii) in the preceding sentence, this Agreement shall automatically terminate as to the Acquisition Parcels not purchased upon the full payment by Developer of any and all Acquisition Costs attributable to such Acquisition Parcels. Developer must proceed to the Pre-Closing and the Acquisition Closing on the Acquisition Parcels unless Developer terminates this Agreement for a reason described in clause (i) or clause (ii).

6.7 The Pre-Closing and the Acquisition Closing. To close on acquisition of the Acquisition Parcels consummated through the Purchase Agreement or Court Order, the City and Developer shall attend a pre-closing ("Pre-Closing") at the offices of the Title Company. The purpose of the Pre-Closing shall be to assure that the City has the necessary funds and closing deliveries that it needs to direct the consummation of the acquisition transaction with the Owner of the Acquisition Parcels transferring such parcels to the Developer, or through the eminent

domain proceeding (such closing, the "Acquisition Closing"). At the Pre-Closing, the parties shall enter into an escrow agreement (the "Closing Escrow Agreement") in a mutually agreeable form providing for, among other things, the following deposits (unless the City, at its sole discretion, agrees to accept such deposits outside of such Closing Escrow Agreement):

(a) Developer Deposits:

(i) Funds in the amount of the Acquisition Costs (unless the City directs the Title Company to release funds from the Sole Order Escrow to fund such amount);

(ii) a copy of Developer's articles of organization certified by the Secretary of State;

(iii) a copy of Developer's then current operating agreement;

(iv) a then current certificate of good standing;

(v) resolutions or consents authorizing Developer's acquisition and payment of the Acquisition Costs;

(vi) evidence of insurance for the Acquisition Parcels reasonably acceptable to the City, naming the City as an additional insured on any liability policies, including any environmental liability policies, and as a loss payee on any property policies (subject to the prior rights of any first mortgage);

(vii) due diligence searches in Developer's name (UCC, State and federal tax lien, pending litigation and judgment for Cook County and the Northern District of Illinois, and bankruptcy searches for Cook County and the U. S. Bankruptcy Courts);

(viii) ALTA Statements, if required by the title company; and

(ix) such other documents as the City may reasonably require.

Developer Deposits (ii), (iii), (iv), (v), (vii) and (viii) shall be required for the initial Pre-Closing and, upon the City's request, for any subsequent Pre-Closing occurring six (6) months after the initial Pre-Closing. Developer Deposits (i), (vi), (ix) and (x) shall be required for each Pre-Closing.

(b) City Deposits:

(i) Copy of the Court Order and/or Purchase Agreement, as applicable.

(c) Joint Deposits:

(i) such other documents as may be required under the terms of any applicable Court Order or Purchase Agreement to direct the consummation of the Developer's direct acquisition of the Acquisition Parcels.

If the Acquisition Parcels are being acquired through a Court Order, the Closing Escrow Agreement shall direct the Escrowee, within five (5) days after the Pre-Closing, to deposit such portion of the Acquisition Costs with the Cook County Treasurer as may be required pursuant to the terms of the Court Order and to then record the Court Order, which payment and recordation shall constitute the Acquisition Closing.

If the Acquisition Parcels are being acquired through a Purchase Agreement, the City shall set up a closing with the Owner for the direct transfer of the Acquisition Parcels to the Developer at the Title Company within ten (10) days after the Pre-Closing. Concurrently with the payment of the amount due to said Owner per the terms of the Purchase Agreement, the Escrowee shall be directed to record the Owner's deed to the Developer, which recordation shall constitute the Acquisition Closing.

Any excess amounts left in closing escrow ("Closing Escrow") after the payment in full of all of the Acquisition Costs for the Acquisition Closing shall be paid to Developer. All Closing Escrow, insurance and recording fees shall be paid by Developer.

6.8 Failure to Close. In addition to constituting an Event of Default under Section 16.4 below, failure by Developer to make those deposits required under Section 6.7(a) above with respect to any of the Acquisition Parcels shall obligate Developer to pay Acquisition Costs as per Section 5 above, including reasonable attorneys' fees for outside counsel hired on behalf of the City and costs incurred, or due and owing but not yet payable, on behalf of the City associated with the acquisition and abandonment of such Acquisition Parcels.

6.9 Conveyance Closing. The City will direct the transfer of the title to the Acquisition Parcels directly to Developer through the Purchase Agreement, or eminent domain proceedings, or through a transfer of the Acquisition Parcels from the City to the Developer, where the City accepted and holds title to the Acquisition Parcels (the "Conveyance Closing").

The parties shall enter into an escrow agreement ("Conveyance Escrow Agreement") in a mutually agreeable form providing for, among other things, the following deposits (unless the City, in its sole discretion, agrees to accept such deposits outside of such escrow), in order to consummate such Conveyance Closing:

(a) Developer Deposits:

(i) such documents as the City may reasonably require.

(b) City Deposits:

(i) the Deed, or

(ii) Court Order Vesting Title

(c) Joint Deposits:

(i) Closing Statement;

(ii) transfer tax declarations; and

(iii) full payment water certificate.

6.10 Closing Costs. Developer shall pay all closing costs, Acquisition Costs, Conveyance Escrow Agreement fees and recording charges associated with the Conveyance Closing.

SECTION 7. CLOSING.

The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the Title Company simultaneously or immediately following closing on RDA #1 (the "Closing Date").

This Agreement shall terminate on **[to be confirmed]**, should the Developer fail to close on RDA #1 pursuant to the terms of RDA #1. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 8. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following:

8.1 The City's direction for the transfer of the title to the Acquisition Parcels to Developer.

8.2 Developer closing on RDA #1.

8.3 Insurance. The Developer shall have delivered to the City evidence of insurance reasonably acceptable to the City. 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 the Certificate of Completion as defined in Section 13 of RDA #1. With respect to property insurance, the City will accept an ACORD 28 form. 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.

8.4 Due Diligence. The Developer shall have delivered to the City due diligence searches in the name of the Developer (UCC liens, state and federal tax liens, pending suits and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

8.5 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer 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.

8.6 Subordination Agreement. On the Closing Date and prior to recording any mortgage approved pursuant to Section 9.2 of RDA #1, the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender for the Project agrees to subordinate the lien of its mortgage to the covenants running with the land under Section 18 of RDA #1, or such other subordination assurance as the Corporation Counsel shall deem acceptable.

8.7 MBE/WBE Compliance Plan. The Developer and the Developer's general contractor, and all major subcontractors shall meet with staff from DPD regarding compliance with the MBE/WBE, City residency hiring, prevailing wage and other requirements set forth in Section 23 of RDA #1, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4 of RDA #1.

8.8 Representations and Warranties. On the Closing Date each of the representations and warranties of the Developer in Section 24 of RDA #1 and elsewhere in this Agreement shall be true and correct.

8.9 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.

If any of the conditions in this Section 8 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, or waived by DPD in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and 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. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 9. CONSTRUCTION REQUIREMENTS.

Developer shall construct the Project on the Project Parcels in accordance with Section 10 of RDA #1.

SECTION 10. COMMENCEMENT AND COMPLETION OF PROJECT.

Developer shall commence and complete the Project on the Project Parcels in accordance with 12 of RDA #1.

SECTION 11. RESTRICTIONS ON USE.

The Developer agrees that it:

11.1 Shall devote the City Parcel and Acquisition Parcels solely to the Project described in this Agreement, and in particular, for the development of the New Saint Anthony Hospital described in this Agreement, and for uses that comply with the Redevelopment Plan until the Redevelopment Plan expires on December 31, 2031.

11.2 Shall retain 1,000 jobs, or cause tenant, the New Saint Anthony Hospital, to retain 1,000 jobs at the New Saint Anthony Hospital; create at least 150 permanent jobs or cause tenant the New Saint Anthony Hospital to create at least 150 permanent jobs (each such permanent full-time equivalent job is hereby defined as 35 hours of employment per week with full benefits) at the City Parcel and Acquisition Parcels. This covenant shall expire ten (10) years after the date of issuance of the Certificate of Completion.

11.3 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 use or occupancy of the City Parcel and Acquisition Parcels or any part thereof or the Project or any part thereof.

11.4 Shall in no instance use the City Parcel and Acquisition Parcels for any inherently religious activities, such as worship, religious instruction, or proselytization. Notwithstanding the foregoing, the New Saint Anthony Hospital may use the City Parcel and Acquisition Parcels consistent with all allowed uses pursuant to the Institutional Business Planned Development No. 1212, and any amendment thereto or a new planned development if a new planned development is necessary for the Developer to complete the Project.

SECTION 12. PROHIBITION AGAINST SALE OR TRANSFER OF ACQUISITION PARCELS.

Prior to the issuance of the Certificate of Completion for the Project pursuant to RDA #1, 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 Acquisition Parcels 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 issuance of the 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. The provisions of this Section 12 shall not prohibit the Developer from transferring or conveying the Acquisition Parcels to an Illinois land trust of which the Developer is the sole beneficiary.

SECTION 13. LIMITATION UPON ENCUMBRANCE OF CITY PARCEL AND ACQUISITION PARCELS.

Prior to the issuance of the Certificate of Completion pursuant to RDA #1, 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 City Parcel and Acquisition Parcels, except for any mortgage approved pursuant to Section 9.2 of RDA #1.

SECTION 14. 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 RDA #1 (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 18 of RDA #1 and shall, prior to recording any mortgage approved pursuant to Section 9.2 of RDA #1, execute and record a Subordination Agreement (as defined in Section 9.8 of RDA #1). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Project Parcels, or any portion thereof, 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 Project Parcels 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 18 of RDA #1.

SECTION 15. COVENANTS RUNNING WITH THE LAND.

The parties agree that the covenants provided in RDA #1 at Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the City Parcel and Acquisition Parcels, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 of RDA #1 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. The covenants provided in RDA #1 at Section 12, Section 15 and Section 16 shall terminate upon the issuance of the Certificate of Completion pursuant to RDA #1. The covenant contained in Section 14.1 of RDA #1 shall terminate after the occurrence of both, the issuance of the Certificate and the expiration of the Redevelopment Plan on December 31, 2031. The covenant contained in Section 14.2 of RDA #1 shall expire ten (10) years after the issuance of the Certificate of Completion under RDA #1. The covenant contained in Sections 14.3 and 14.4 of RDA #1 shall have no expiration date and remain in perpetuity in relation to the City Parcel and Acquisition Parcels.

SECTION 16. PERFORMANCE AND BREACH.

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

16.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, 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 Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

16.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) 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, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of RDA #1 and Sections 16.4 (c), (e) and (g) of this Agreement.

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

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

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 of RDA #1, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the City Parcel and/or Acquisition Parcels or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City Parcel and/or Acquisition Parcels unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of RDA #1 and/or this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations that will prevent the Developer from (1) satisfying the Proof of Financing requirement under Section 8.2 of RDA #1 and (2) funding the Sole Order Escrows.

(g) The Developer fails to close on RDA #1 and this Agreement pursuant to the terms of RDA #1 and this Agreement.

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

16.5 Prior to Closing. Except in relation to an Event of Default that occurs prior to the Closing Date, if an Event of Default under the terms of RDA #1 occurs prior to the Closing Date

and the default is not cured in the time period provided for in Section 16.3 above, the City may terminate this Agreement, record the Reconveyance Deed and revest title in the City Parcel to the City pursuant to the terms of RDA #1, and/or institute any action or proceeding at law or in equity against the Developer.

16.6 After Closing. If an Event of Default under the terms of RDA #1 and this Agreement occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 of RDA #1 and Section 16.3 of this Agreement, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to reenter and take possession of the City Parcel and/or the Acquisition Parcels, or any portion thereof, terminate the estate, or any portion thereof, conveyed to the Developer, and revest title to the City Parcel and/or the Acquisition Parcels, or any portion thereof, in the City by recording the Reconveyance Deed; provided, however, the City's 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 RDA #1. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Parcel and/or Acquisition Parcels was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the City Parcel and/or the Acquisition Parcels during the period of time the City Parcel and/or Acquisition Parcels was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed, such recording is effective for the purposes of transferring title to the City Parcel and/or the Acquisition Parcels, or any portion thereof, to the City by executing any customary transfer documents. The provisions of this Section shall survive any and all termination under this Agreement (regardless of the reason for such termination).

16.7 Resale of the City Parcel and/or Acquisition Parcels. Upon the revesting in the City of title to the City Parcel and/or Acquisition Parcels, or any portion thereof, as provided in Section 16.6, the City may complete the Project or convey the City Parcel and/or Acquisition Parcels, or any portion thereof, 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 18 of RDA #1.

16.8 Disposition of Resale Proceeds. If the City sells the City Parcel and/or Acquisition Parcels, or any portion thereof, as provided for in Section 16.7, 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 City Parcel and/or Acquisition Parcels, or any portion thereof, (less any income derived by the City from the City Parcel and/or Acquisition Parcels, or any portion thereof, in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Parcel and /or the Acquisition Parcels; 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, including but not limited to any amounts associated with the Environmental Indemnity Agreement.

The Developer shall be entitled to receive any such remaining proceeds up to the amount of the Developer's equity investment in the City Parcel and/or Acquisition Parcels.

If there are any proceeds remaining after payment of the equity investment reimbursement to Developer under this section, then the City shall be entitled to receive any such remaining proceeds.

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

SECTION 17. 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 City Parcel, the Acquisition Parcels, 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 18. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs)(collectively, the "Claims"), including any/all environmental Claims, including those environmental Claims in relation to the Environmental Indemnity Agreement, 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 contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (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, including but not limited to any environmental activity, undertaken by the Developer or any Agent on the Acquisition Parcels prior to or after the Closing. Developer agrees to accept the Acquisition Parcels in their "as is," "where is" and "with all faults" condition.

This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 19. INSPECTION; CONDITION OF ACQUISITION PARCELS AT CLOSING.

19.1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Acquisition Parcels or the suitability of the Acquisition Parcels for any purpose whatsoever, and the Developer agrees to accept the transfer of the Acquisition Parcels from: (i) the Owner through the Purchase Agreement; (ii) pursuant to a Court Order; and/or (iii) through a transfer of title to the Acquisition Parcel from the City to the Developer, of the Acquisition Parcels in their "as is," "where is" and "with all faults" condition.

19.2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the Acquisition Parcels for the construction, development and operation of the Project. Before the filing of a condemnation complaint, upon the Developer's request, the City will request the Owner to grant to the Developer the right, at Developer's sole cost and expense, to enter the Acquisition Parcels for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Acquisition Parcels. After filing the condemnation complaint, the City shall request permission under Illinois Supreme Court Rule 214 to enter the Acquisition Parcels for the Developer to inspect the same, perform surveys, environmental assessments, soil and any other due diligence the Developer deems necessary or desirable to satisfy itself as to the condition of the Acquisition Parcels.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Acquisition Parcels, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder, except as otherwise set forth in this Agreement. If the Developer elects not to terminate this Agreement pursuant to this Section 19.2, the Developer shall be deemed satisfied with the condition of the Acquisition Parcels.

19.3 Indemnity. The Developer hereby, and pursuant to the terms and conditions of any Section 3 environmental agreements, waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Acquisition Parcels, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Acquisition Parcels prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the Acquisition Parcels, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Acquisition Parcels. If, after the Closing, the structural, physical and environmental condition of the Acquisition Parcels is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Acquisition Parcels in a condition which is suitable for its intended use, including but not limited to enrolling the Acquisition Parcels in the SRP Program. The provisions of this Section 19.3 shall survive the Closing.

SECTION 20. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

20.1 Employment Opportunity. The Developer agrees, and shall contractually obligate all contractors, subcontractors and any affiliate of the Developer and any and all persons or entities operating on the Acquisition Parcels (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 or occupation of the Acquisition Parcels:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, 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 of Chicago, 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 present opportunities for training and employment of low and moderate income residents of the City, and 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), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 20.1, 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 Acquisition Parcels, 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 20.1 shall be a basis for the City to pursue remedies under the provisions of Section 16.

20.2 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 of Chicago (at least fifty percent); provided, however, 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 of Chicago 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 20.2 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 20.2 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 20.2. If such noncompliance 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 pursuant to RDA #1 shall be surrendered by the Developer and the Employers 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 20.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

20.3 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 of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (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 20.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority owned businesses and at least 4% of the

aggregate hard construction costs shall be expended for contract participation by women owned businesses.

(b) For purposes of this Section 20.3 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 of Chicago, 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 of Chicago, 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 a 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 20.3. In accordance with Section 2-92-730, Municipal Code of Chicago, 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 of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 20.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

20.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and, if retained, the Developer's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 20 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 20, 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 20 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 21. REPRESENTATIONS AND WARRANTIES.

21.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and

warrants to the City that as of the date of this Agreement and as of the Closing Date, the following shall be true and correct in all respects:

(a) The Developer is a not-for-profit corporation 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 Acquisition Parcels, and that 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 Statement last 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, the Developer's operating agreement or any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Acquisition Parcels is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, 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) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

21.2 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.

21.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 21 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 22. 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) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner
Fax: 312-744-4477

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Attn: Deputy Corporation Counsel
Real Estate and Land Use Division
Fax: 312-744-0277

If to the Developer:

Chicago Southwest Development Corporation
2875 West 19th Street, Chicago, Illinois 60623
Attn: Vice President and General Counsel

With a copy to:

Lenny D. Asaro
Neal & Leroy, LLC
120 N. LaSalle
Suite 2600
Chicago, IL 60602
Fax: 312-641-5137
Email: lasaro@nealandleroy.com

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 22 shall constitute delivery.

SECTION 23. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing and authorized to do business under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Acquisition Parcels and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 24. 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.

SECTION 25. TERMINATION.

In the event that the Closing has not occurred by the Closing Date, then the City may terminate this Agreement upon written notice to the Developer.

SECTION 26. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

SECTION 27. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 28. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

SECTION 29. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (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 defined in Section 2-156-080 of the Municipal Code of Chicago), 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 30. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) 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 law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, 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.

SECTION 31. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with 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 (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 (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (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.

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.

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. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code

of Chicago; (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 of the City of Chicago.

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

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

(B) neither party is married; and

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

(D) 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

(E) 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. a 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.

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

SECTION 32. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-26-010 et seq.

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 of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago 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 of Chicago.

SECTION 34. INSPECTOR GENERAL AND LEGISLATIVE 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 Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

SECTION 35. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, 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 Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

SECTION 36. 2014 HIRING PLAN PROHIBITIONS

(a) 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.

(b) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of 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 Developer.

(c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

(d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, 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 ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

[Signatures appear on the following page]

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:_____

Andrew J. Mooney
Commissioner
Department of Planning and Development

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION,

an Illinois not-for-profit corporation

By:_____

Name: Guy A. Medaglia
Its: President and Chief Executive Officer

By:_____

Name: Peter V. Fazio, Jr.

Its: Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said 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 _____, 2014.

_____

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Guy A. Medaglia the President and Chief Executive Officer of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, 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 he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2014.

_____

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter V. Fazio, Jr., the Chairman of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, 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 he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2014.

_____

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF ACQUISITION PARCELS

(Subject to Final Title and Survey)

COMMONLY KNOWN AS: 3200 South Kedzie Avenue, 3230 West 31st Street, and 3354 West 31st Street, Chicago, Illinois

PERMANENT INDEX NO.: 16-35-203-002-0000, 16-35-203-004-0000 and 16-35-203-008-0000

LEGAL DESCRIPTION:

EXHIBIT B

LEGAL DESCRIPTION OF CITY PARCEL

(Subject to Final Title and Survey)

COMMONLY KNOWN AS: 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois

PERMANENT INDEX NO.:

LEGAL DESCRIPTION:

EXHIBIT C

AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND BETWEEN THE CITY OF CHICAGO AND CHICAGO SOUTHWEST DEVELOPMENT CORPORATION

EXHIBIT D

LEGAL DESCRIPTION OF DEVELOPER PARCEL

(Subject to Final Title and Survey)

COMMONLY KNOWN AS: 3244-3250 South Kedzie Avenue, Chicago, Illinois

PERMANENT INDEX NO.:

LEGAL DESCRIPTION:

EXHIBIT E

PROJECT NARRATIVE

The Developer shall do the following: (a) relocate Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151-bed Saint Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 375,000 sq. ft.; (b) develop approximately 160,000 sq. ft. of community/education space; (c) develop approximately 233,000 sq. ft. of retail space; (d) develop approximately 75,000 sq. ft. of ambulatory space; (e) develop approximately 12,000 sq. ft of childcare space; (f) develop approximately 50,000 sq. ft. of hospitality space open to the public; (g) develop approximately 32,000 sq. ft. of recreational space; (h) develop approximately 384,000 sq. ft. of garage parking space; (i) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (e) create at least 150 permanent jobs or cause the New Saint Anthony Hospital to create at least 150 permanent jobs; and (f) create 400 temporary construction jobs or cause the general contractor and/or subcontractors to create 400 temporary construction jobs.

RAY SUAREZ

ALDERMAN, 31ST WARD
VICE MAYOR - CITY OF CHICAGO

4502 WEST FULLERTON AVENUE
CHICAGO, ILLINOIS 60639
TELEPHONE: (773) 276-9100
FAX: (773) 276-2596

WWW.WARD31.COM

ITY COUNCIL - CITY OF CHICAGO
CITY HALL, ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE (312) 744-6102
FAX: (312) 744-0770
UAREZ@CITYOFCHICAGO.ORG

COMMITTEE MEMBERSHIPS

HOUSING AND REAL ESTATE (CHAIRMAN)

COMMITTEES, RULES AND ETHICS (VICE-CHAIRMAN)

AVIATION

BUDGET AND GOVERNMENT OPERATIONS

FINANCE

TRANSPORTATION AND PUBLIC WAY

WORKFORCE DEVELOPMENT AND AUDIT

ZONING, LANDMARKS AND BUILDING STANDARDS

January 21, 2015
CHICAGO, ILLINOIS

TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

Your Committee on Housing and Real Estate which was referred nine (9) ordinances by the Department of Planning and Development

1.	**2237 S. Trumbull Ave.** (O2014-9793)	**22ND WARD**
2.	**3128 East 92nd St.** (O2014-9800)	**10TH WARD**
3.	**5438 S. Laflin St.** (O2014-10008)	**16TH WARD**
4.	**3201W. Warren Blvd./16-18 N. Kedzie Ave.** (O2014-9827)	**28TH WARD**
5.	**3739 W. Ogden Ave.** (O2014-9993)	**24TH WARD**
6.	**3648, 3652-58 & 3662 W. Ogden Ave.** (O2014-9992)	**24TH WARD**
7.	**4941-45 S. Calumet Ave.** (O2014-9994)	**3RD WARD**
8.	**5125 S. Laflin St.** (O2014-9997)	**20TH WARD**
9.	**3200 S. Kedzie Ave., 3230 W. 31st St. & 3354 W. 31st St.** (O2014-9821)	**22ND WARD**

Having the same under advisement, begs leave to report and recommend that Your Honorable Body **Pass** the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present with no dissenting votes.

(signed) Ray Suarez

Ray Suarez, Chairman
Committee on Housing & Real Estate

H59

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 10, 2014

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 ordinances authorizing the sale of City-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

APPROVED

Lloyd R. Patton

CORPORATION COUNSEL

APPROVED

Robin Cammack, RP

Mayor

2/25/15