



# City of Chicago



O2015-747

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	1/21/2015
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Negotiated sale and conveyance of City-owned property at northwest corner of W 63rd St and S Halsted St to Englewood Square, LP
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

January 21, 2015

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,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

**AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS  
AUTHORIZING THE NEGOTIATED SALE  
AND CONVEYANCE OF CITY PROPERTY TO  
ENGLEWOOD SQUARE, LP AND DESIGNATING  
ENGLEWOOD SQUARE, LP 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 ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

**WHEREAS**, the City Council of the City (the "City Council") adopted the following ordinances on November 29, 1989, as amended by ordinances adopted on December 17, 2008 and November 13, 2013, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 *et seq.* (the "TIF Act"): (1) an ordinance approving a redevelopment plan (the "Redevelopment Plan") for the Englewood Mall Redevelopment Project Area (the "Redevelopment Area"); (2) an ordinance designating the Redevelopment Area as a redevelopment project area; and (3) an ordinance adopting tax increment allocation financing for the Redevelopment Area; and

**WHEREAS**, the City is the owner of approximately 5.4 acres of vacant land located at the northwest corner of West 63<sup>rd</sup> Street and South Halsted Street, as legally described on Exhibit A attached hereto and depicted in solid gray shading on the figure attached hereto as Exhibit B (the "City Land"), which is located in the Redevelopment Area; and

**WHEREAS**, the City Land consists of three parcels of land referred to herein as the "Anchor Site," "Outlot A" and "Outlot B"; and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on April 2, 2014, and published at pages 76654 through 76724 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City Land is being or has been improved with foundations, pads, utilities and various other site improvements (the "Site Improvements"); and

**WHEREAS**, the City Land and the Site Improvements are collectively referred to herein as the "City Property"; and

**WHEREAS**, Englewood Square, LP, an Illinois limited partnership ("Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the City Property for \$1.00; and

**WHEREAS**, the appraised value of the City Property as of February 10, 2014, was approximately \$3.1 million; and

**WHEREAS**, the Developer desires to purchase the City Property from the City in order

to construct: (i) a grocery store containing approximately 18,000 square feet on the Anchor Site (the "Grocery Store"); (ii) a multi-tenant retail strip center containing approximately 22,000 square feet on the Anchor Site (the "Retail Building"), (iii) a pad and all necessary infrastructure improvements for a commercial/retail use on Outlot A (the "Outlot A Improvements"), (iv) a pad and all necessary infrastructure improvements for a commercial/retail use on Outlot B (the "Outlot B Improvements"), and (v) approximately 175 off-street parking spaces, of which eight will be accessible to the disabled (collectively, the "Project"); and

**WHEREAS,** the Developer presently intends to build the Project in two phases; and

**WHEREAS,** the first phase includes the Grocery Store, the Retail Building, and associated off-street parking; and

**WHEREAS,** the second phase includes the Outlot A Improvements and the Outlot B Improvements; and

**WHEREAS,** portions of the City Land are contaminated from past industrial uses; and

**WHEREAS,** the City has enrolled the City Land in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program and is completing or has completed a variety of investigative and remedial activities; and

**WHEREAS,** the Developer has agreed to complete the additional remediation necessary to obtain a final comprehensive "No Further Remediation" letter from the IEPA approving the use of the City Property for the construction, development and operation of the Project; and

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

**WHEREAS,** the Developer has agreed to undertake the Project in accordance with the Redevelopment Plan, and pursuant to the terms and conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit C (the "Redevelopment Agreement"); and

**WHEREAS,** by Resolution No. 14-051-21 adopted on June 19, 2014, the Chicago Plan Commission approved the conveyance of the City Property to the Developer; and

**WHEREAS,** by Resolution No. 14-CDC-27, adopted on July 8, 2014, the CDC authorized the Department to advertise its intent to negotiate a sale with the Developer for the City Property and to request alternative proposals for redevelopment, and recommended the sale of the City Property to the Developer if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with the Developer's proposal; and

**WHEREAS,** public notices advertising the Department's intent to enter into a negotiated sale of the City Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on October 25, 2014, November 3, 2014 and November 8, 2014; and

**WHEREAS**, no other responsive proposals were received by the deadline indicated in the aforesaid notices; ***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 Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the TIF Act.

**SECTION 3.** The City hereby approves the conveyance of the City Property to the Developer for \$1.00. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents.

**SECTION 4.** The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or to an entity which is comprised of the same principal parties as the Developer.

**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 take effect immediately upon its passage and approval.

Attachments: Exhibit A – Legal Description of City Land  
Exhibit B – Depiction of City Land  
Exhibit C – Redevelopment Agreement

## EXHIBIT A

### LEGAL DESCRIPTION OF CITY LAND

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

#### PARCEL 1D:

THAT PART OF VACATED ORIGINAL S. PEORIA STREET LYING EAST OF LOTS 5 THROUGH 17, ALL INCLUSIVE IN BLOCK 1 IN CROCKER'S RESUBDIVISION RECORDED AUGUST 5, 1856 AS DOCUMENT 74312 AND WEST OF AND ADJOINING THE WEST LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 175.05 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID S. PEORIA STREET, 138.45 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, 8.08 FEET TO AN EASTERLY LINE OF SAID S. PEORIA DRIVE; THENCE 01 DEGREES 32 MINUTES 37 SECONDS EAST, ALONG SAID EASTERLY LINE, 138.54 FEET TO THE CORNER THEREOF; THENCE SOUTH 89 DEGREES 08 MINUTES 20 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID S. PEORIA DRIVE, 8.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2A:

LOTS 1 THROUGH 20, ALL INCLUSIVE, IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTIONS 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OPENED FOR PUBLIC RIGHT OF WAY AS W. 63RD STREET BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_; AND,

#### PARCEL 2B:

ALL THAT PART OF THE VACATED 12 FOOT WIDE EAST-WEST PUBLIC ALLEY NORTH OF LOTS 1 THROUGH 10 AND THE 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY LYING BETWEEN LOTS 11 THROUGH 15 AND LOTS 16 THROUGH 20 ALL IN IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTIONS 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, , ACCORDING TO THE PLAT THERE OF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, VACATED BY

ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2C:

LOTS 34 THROUGH 39, INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 39; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 39, A DISTANCE OF 124.07 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF A 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH 01 DEGREES 32 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY, 146.94 FEET; THENCE 88 DEGREES 29 MINUTES 42 SECONDS EAST, 124.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 34, ALSO BEING THE WEST LINE OF S. GREEN STREET; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, 146.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2D:

ALL THAT PART OF THE VACATED 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY BETWEEN LOTS 27 THROUGH 39, AND LOTS 40 THROUGH 52, ALL INCLUSIVE IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 39; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, 16.00 FEET TO THE SOUTHEAST CORNER OF LOT 40 IN SAID EHRLER & HESSERT'S SUBDIVISION, SAID CORNER ALSO BEING ON THE WEST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH 01 DEGREES 32 MINUTES 16 SECONDS WEST, ALONG SAID WEST LINE, 146.94 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 16.00 FEET TO A POINT ON THE WEST LINE OF LOT 34 IN SAID EHRLER & HESSERT'S SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 32 MINUTES 16 SECONDS EAST, ALONG SAID EAST LINE, 146.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2E:

THAT PART OF VACATED ORIGINAL S. PEORIA STREET LYING WEST OF AND ADJOINING THE WEST LINES OF LOTS 40 THROUGH 48, ALL INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528 AND

WEST OF AND ADJOINING THE WEST LINES OF LOTS 11 THROUGH 15, ALL INCLUSIVE IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 AND LYING EAST OF AND ADJOINING THE EAST LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 14.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF THE ORIGINAL S. PEORIA STREET, SAID POINT ALSO ON THE WEST LINE OF LOT 1 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24, 1874 AS DOCUMENT 192175; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 94.90 FEET TO THE SOUTH LINE OF SAID 12 FOOT EAST-WEST PUBLIC ALLEY, POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, 12.00 FEET TO THE NORTH LINE OF SAID 12 FOOT WIDE EAST-WEST PUBLIC ALLEY AND THE SOUTHWEST CORNER OF LOT 11 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE CONTINUING SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 12.10 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHERLY ALONG THE NORTHERLY AND EASTERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT THREE COURSES; (1) THENCE SOUTH 88 DEGREES 26 MINUTES 34 SECONDS WEST, 3.88 FEET; (2) THENCE NORTH 04 DEGREES 20 MINUTES 16 SECONDS WEST, 83.94 FEET; (3) THENCE NORTH 01 DEGREES 32 MINUTES 37 SECONDS WEST, 170.94 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 7.91 FEET TO A POINT ON AN EAST LINE OF ORIGINAL S. PEORIA STREET; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG SAID EAST LINE, 254.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

PARCEL 2F:

LOTS 40 THROUGH 45, ALL INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 121.89 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF ORIGINAL S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF SAID ORIGINAL S. PEORIA STREET, 146.96 FEET; THENCE 88 DEGREES 29 MINUTES 42 SECONDS EAST, 121.94 FEET TO A POINT ON THE EAST LINE OF SAID LOT 45, ALSO BEING THE WEST LINE OF A 16 FOOT WIDE



NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 32 MINUTES 16 SECONDS WEST, 146.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 3:

ALL OF VACATED 66 FOOT WIDE S. GREEN STREET LYING SOUTH OF THE SOUTH LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282 AND NORTH OF AND ADJOINING A LINE 14 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF W. 63RD STREET, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. GREEN STREET; THENCE NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. GREEN STREET, 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SAID S. GREEN STREET, 373.71 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF SAID S. GREEN STREET; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS EAST, 373.69 FEET TO A POINT ON THE NORTH LINE OF W. 63RD STREET; THENCE SOUTH 88 DEGREES 28 MINUTES 55 SECONDS WEST, 66.00 FEET OT THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4D:

LOTS 9 THROUGH 13, ALL INCLUSIVE, EXCEPT THE WEST 2 FEET OF THE NORTH 4 FEET OF SAID LOT 9, ALL IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4E:

LOTS 1 THROUGH 6, ALL INCLUSIVE AND LOT 7 (EXCEPT THE SOUTH 50 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, IN COOK COUNTY, ILLINOIS AND FURTHER EXCEPTING THEREFROM THAT PART OPENED FOR PUBLIC RIGHT OF WAY AS W. 63RD STREET BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_; AND,

PARCEL 4F:

LOT "A", IN THE CONSOLIDATION PLAT OF SUBDIVISION OF THE SOUTH 50 FEET OF LOT 7 TOGETHER WITH A 12 FOOT STRIP OF LAND DESIGNATED AS A 16 FOOT WIDE EAST-WEST PUBLIC ALLEY RESERVED BY DEED AND LYING SOUTH OF AND ADJOINING SAID LOT 7 (EXCEPT THE NORTH 16 FEET OF THE SOUTH 50 FEET OF SOUTH LOT 7 DEDICATED AS PUBLIC ALLEY) IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN THE SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4G:

ALL THAT PART OF THE VACATED NORTH-SOUTH 16 FOOT WIDE PUBLIC ALLEY LYING BETWEEN THE LOTS 9 THROUGH 13, AND LOTS 14 THROUGH 18, ALL INCLUSIVE IN EHRLER AND HESSERT'S SUBDIVISION AFORESAID IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4H:

ALL THAT PART OF THE VACATED NORTH-SOUTH 14 FOOT WIDE PUBLIC ALLEY LYING WEST OF LOTS 1 THROUGH 3, ALL INCLUSIVE AND EAST OF LOTS 5 AND 7 IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 AND EAST OF LOT A IN CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746 IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4I:

ALL THAT PART OF THE VACATED NORTH 16 FEET OF THE SOUTH 50 FEET OF SOUTH LOT 7 IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 DEDICATED AS AN EAST-WEST 16 FOOT WIDE PUBLIC ALLEY IN CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746 IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, ILLINOIS; AND,


PARCEL 4J:

THAT PART OF LOTS 14 THROUGH 19, ALL INCLUSIVE IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SAID LOTS, 146.90 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 112.92 FEET TO A POINT ON A LINE 9.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 18 AND 19; THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST, 25.87 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A VACATED NORTH-SOUTH 16 FOOT WIDE PUBLIC ALLEY LYING WEST OF LOTS 9 THROUGH 13 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 08 SECONDS EAST, 9.00 FEET TO A POINT ON THE EAST LINE OF LOTS 14 THROUGH 19 IN SAID EHRLER & HESSERT'S SUBDIVISION, ALSO BEING THE WEST LINE OF A NORTH-SOUTH 16-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 120.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 88 DEGREES 28 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 121.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF VACATED S. PEORIA DRIVE ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG SAID WEST LINE, 161.05 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT TWO COURSES; (1) THENCE NORTH 89 DEGREES 08 MINUTES 20 SECONDS EAST, 8.04 FEET; (2) THENCE NORTH 01 DEGREES 32 MINUTES 37 SECONDS WEST, 212.82 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 50.00 FEET TO A POINT ON AN EASTERLY LINE OF SAID S. PEORIA DRIVE; THENCE SOUTHERLY AND EASTERLY ALONG THE EASTERLY AND NORTHERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT SIX COURSES; (1) THENCE SOUTH 01 DEGREES 32 MINUTES 37 SECONDS EAST, 170.94 FEET; (2) THENCE SOUTH 04 DEGREES 20 MINUTES 16 SECONDS EAST, 83.94 FEET; (3) THENCE NORTH 88 DEGREES 26 MINUTES 34 SECONDS EAST, 3.88 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN SAID EHRLER & HESSERT'S SUBDIVISION; (4) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG SAID WEST LINE, 12.10 FEET TO

THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; (5) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 12.00 FEET TO THE SOUTH LINE OF SAID 12 FOOT EAST-WEST PUBLIC ALLEY, POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24, 1874 AS DOCUMENT 192175; (6) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 94.90 FEET TO A POINT 14.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES 28 MINUTES 55 SECONDS WEST, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6220-58 SOUTH HALSTED STREET  
800-856 WEST 63<sup>rd</sup>   
CHICAGO, ILLINOIS

PINS:	20-17-431-006 (PART OF)	20-17-430-007 (PART OF)
	20-17-431-007 (PART OF)	20-17-430-008
	20-17-431-008	20-17-430-009
	20-17-431-009	20-17-430-010
	20-17-431-010	20-17-430-011
	20-17-431-011	20-17-430-012
	20-17-431-015	20-17-430-013
	20-17-431-016	20-17-430-014
	20-17-431-017	20-17-430-022 (PART OF)
	20-17-431-023 (PART OF)	20-17-430-023
	20-17-431-024	20-17-430-024
	20-17-431-025	20-17-430-025
	20-17-431-026	20-17-430-026
	20-17-431-027	20-17-430-027
	20-17-431-028	20-17-430-028
	20-17-431-030	20-17-430-029
	20-17-431-031	20-17-430-030
	20-17-431-032	20-17-430-031
	20-17-431-033	20-17-430-032
		20-17-430-033
		20-17-430-034
		20-17-430-035

**EXHIBIT B**

**DEPICTION OF CITY LAND**

(ATTACHED)

APPLICANT, CHICAGO NEIGHBORHOOD INITIATIVES, INC. ON  
BEHALF OF THE CITY OF CHICAGO  
ADDRESS 800 WEST 63<sup>RD</sup> STREET

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**

**REDEVELOPMENT AGREEMENT**

(ATTACHED)

**AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND**

(The Above Space for Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2015, 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 Englewood Square, L.P., an Illinois limited partnership (together with its lawful successors and assigns; "Developer"), whose offices are located at c/o DL3 Realty, L.P., 1050 East 95<sup>th</sup> Street, Chicago, IL 60619.

**RECITALS**

**WHEREAS**, the City is the owner of approximately 5.4 acres of vacant land located at the northwest corner of West 63<sup>rd</sup> Street and South Halsted Street, as legally described on Exhibit A attached hereto and depicted on the figure attached hereto as Exhibit B (the "Project Site"); and

**WHEREAS**, the Project Site consists of three parcels of land referred to herein and shown on Exhibit B as the "Anchor Site", "Outlot A" and "Outlot B"; and

**WHEREAS**, the Anchor Site consists of approximately \_\_\_\_ acres, Outlot A consists of approximately \_\_\_\_ acres, and Outlot B consists of approximately \_\_\_\_ acres; and

**WHEREAS**, the Project Site has been improved with foundations, pads, utilities and various other site improvements, as described in the letter attached hereto as Exhibit C (the "Site Improvements"); and

**WHEREAS**, the Project Site and the Site Improvements are collectively referred to herein as the "Property"; and

**WHEREAS**, the Property is part of a larger 13-acre site owned by the City, as depicted on Exhibit D attached hereto (the "63<sup>rd</sup>/Halsted Site"); and



**WHEREAS,** the Developer desires to purchase the Property from the City in order to construct (i) a grocery store (Whole Foods Market) containing approximately 18,000 square feet on the Anchor Site (the "Grocery Store"); (ii) a multi-tenant retail strip center containing approximately 22,000 square feet on the Anchor Site (the "Retail Building") with multiple retail spaces (each, a "Tenant Space"), (iii) a pad and all necessary infrastructure improvements for a commercial/retail use on Outlot A (the "Outlot A Improvements"), (iii) a pad and all necessary infrastructure improvements for a commercial/retail use on Outlot B (the "Outlot B Improvements"), and (iv) approximately 175 off-street parking spaces, of which eight will be accessible to the disabled (collectively, the "Project"), all as illustrated on the site plan attached hereto as Exhibit E (the "Site Plan"); and

**WHEREAS,** the Project is further defined in Section 2 hereof; and

**WHEREAS,** the Developer has entered into an agreement to lease the Grocery Store to Whole Foods Market (the "Whole Foods Lease") and has letters of intent from [ ] potential tenants to lease Tenant Spaces in the Retail Building; and

**WHEREAS,** the Whole Foods Lease commences on or about [ ], and expires on the date that is [ ] years after the commencement date, subject to such early termination rights and renewal rights as are set forth in such lease; and

**WHEREAS,** the Developer intends to build the Project in up to two (2) phases; and

**WHEREAS,** in the first phase of the Project ("Phase I"), the Developer will construct the Grocery Store, the Retail Building, and associated off-street parking, as illustrated on the Site Plan and as more fully described in the definition of Phase I in Section 2 below; and

**WHEREAS,** in the second phase of the Project ("Phase II"), the Developer will construct the Outlot A Improvements and the Outlot B Improvements, as illustrated on the Site Plan and as more fully described in the definition of Phase II in Section 2 below; and

**WHEREAS,** the Developer has entered into a construction contract with \_\_\_\_\_ (the "General Contractor") dated \_\_\_\_\_, 2015, to construct the Project (the "General Contract"); and

**WHEREAS,** portions of the Property are contaminated from past industrial uses, as described in the Remediation Documents (as defined in Section 2 below); and

**WHEREAS,** the City enrolled the Property in the Illinois Environmental Protection Agency's Site Remediation Program and completed a variety of investigative and remedial activities; and

**WHEREAS,** the Developer has agreed to complete the additional remediation necessary to obtain a Final NFR Letter (as defined in Section 2 below) for the Project; and

**WHEREAS,** the Property is located in the Englewood Mall Redevelopment Project Area (the "Redevelopment Area"), as created by ordinances first adopted on November 29, 1989, and amended by ordinances adopted on December 17, 2008 and November 13, 2013; and

**WHEREAS**, the Project is consistent with that certain redevelopment plan and project for the Redevelopment Area (the "Redevelopment Plan"); and

**WHEREAS**, the City has agreed to sell the Property to the Developer for \$1.00 in consideration of the Developer's obligations to construct the Project in accordance with the terms and conditions of this Agreement, to comply with certain leasing and occupancy requirements and to obtain a Final NFR Letter (as defined in Section 23 below), among other requirements; and

**WHEREAS**, the Project is expected to cost approximately \$\_\_\_\_\_ to design and construct; and

**WHEREAS**, as security for the Developer's completion of construction as provided herein and compliance with the leasing and occupancy covenants set forth in Section 15.2, the Developer has agreed to execute a reconveyance deed in the form attached hereto as Exhibit F ("Reconveyance Deed") on the Closing Date; and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 200\_\_, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

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

## **SECTION 1. INCORPORATION OF RECITALS.**

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

## **SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the meanings set forth below:

"2FM" means the City's Department of Fleet and Facilities Management.

"63<sup>rd</sup>/Halsted Site" has the meaning defined in the Recitals.

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 24.2(c) hereof.

"Additional Capital Expenditure(s)" has the meaning defined in Section 26.5.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or

entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"Amortization" has the meaning defined in Section 26.5.

"Anchor Site" has the meaning defined in the Recitals.

"Annual Payment" has the meaning defined in Section 26.1.

"Architect" means \_\_\_\_\_.

"Bundle" has the meaning defined in Section 30.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" has the meaning defined in Section 14.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 9, Section 11.1 and Section 11.2.

"City" has the meaning defined in the Preamble to the Recitals.

"City Contract" has the meaning defined in Section 25.1(l).

"City Council" means the City Council of the City of Chicago as defined in the Recitals.

"City Hiring Plan" has the meaning defined in Section 33.1.

"City Tax Event Note" has the meaning set forth in Section 26.3.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable, actually-incurred legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" means the conveyance of the Property to the Developer in accordance with

this Agreement.

"Closing Date" has the meaning defined in Section 5.

"Commissioner" or "Commissioner of DPD" means that individual holding the office and exercising the responsibilities of the Commissioner or Acting Commissioner of the City's Department of Planning and Development and any successor City Department.

"Construction Program" has the meaning defined in Section 24.3(a).

"Continuous Operation" has the meaning defined in Section 15.4(a).

"Contractors" has the meaning defined in Section 30.

"Contribution" has the meaning defined in Section 30.

"Corporation Counsel" means the City's Department of Law.

"Deed" has the meaning defined in Section 6.1.

"Default Title Exceptions" has the meaning defined in Section 20.4.

"Depreciation" has the meaning defined in Section 26.5.

"Developer" has the meaning defined in the Preamble to the Recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, employees, agents, successors and assigns of the Developer and its Affiliates.

"Distributable Cash Flow" has the meaning defined in Section 26.5.

"Domestic partners" has the meaning defined in Section 30.

"DPD" has the meaning defined in the Preamble to the Recitals hereof.

"Draft NFR Letter" means that certain draft comprehensive "No Further Remediation" letter issued by the IEPA pursuant to the SRP (or Title 16 of the Illinois Environmental Protection Act with respect to certain USTs) for the Property dated \_\_\_\_\_, 2015, and attached hereto as Exhibit G, as amended or supplemented from time to time.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

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

"Employer(s)" has the meaning defined in Section 24.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property, including, without limitation, the SRP Documents.

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Equity" means funds of the Developer (other than funds derived from Lender Financing or NMTC Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"Equity Investment" has the meaning defined in Section 26.5.

"Event of Default" means any event or occurrence as defined in Section 20.2.

"Excess Profits" has the meaning defined in Section 26.5.

"Exit Fees" has the meaning defined in Section 26.5.

"Extended Compliance Period" means a period of ten (10) years following issuance of the Phase II Completion Certificate, excluding any period of time that an Event of Default exists under this Agreement.

"Extraordinary Tax Event" has the meaning defined in Section 26.5.

"Final NFR Letter" means one or more final comprehensive "No Further Remediation" letters issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the Site Plan and the terms and conditions of the Remediation Documents, as amended or supplemented from time to time. The Final NFR Letter(s) shall state that the Property meets TACO Tier 1 remediation objectives for commercial properties and the construction worker exposure route as set forth in 35 IAC Part 742, but may be reasonably conditioned upon use and maintenance of Engineered Barriers and other institutional or engineering controls acceptable to the IEPA.

"Final Project Cost" has the meaning defined in Section 14.1.

"Financial Statements" shall mean complete audited financial statements for the finances of the Project, which shall include a detailed accounting of all Operating Expenses as well as an accounting of any and all disbursements to entities related to the Developer, prepared by a

certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contract" has the meaning defined in the Recitals.

"General Contractor" has the meaning defined in the Recitals.

"Governmental Approvals" has the meaning defined in Section 8.

"Grocery Store" has the meaning defined in the Recitals.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" has the meaning set forth in Section 24.1(a).

"Identified Parties" has the meaning defined in Section 30.

"IEPA" means the Illinois Environmental Protection Agency.

"IGO Hiring Oversight" has the meaning defined in Section 33.4.

"Income Taxes" has the meaning defined in Section 26.5.

"Indemnitee" and "Indemnities" have the respective meanings defined in Section 22.

"Initial Compliance Period" means a period of ten (10) years following issuance of the Phase I Completion Certificate, excluding any period of time that an Event of Default exists under this Agreement.

"Land Write-Down" has the meaning defined in Section 3.

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

"Lease" has the meaning defined in the Recitals.

"Lease Term" has the meaning defined in the Recitals.

"Lender" means a provider of Lender Financing.

"Lender Financing" means funds borrowed by the Developer from lenders, if any, available to pay for the costs of the Project.

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

"MBE(s)" means 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.

"MBE/WBE Program" has the meaning defined in Section 24.3(a).

"Minimum Assessed Value" has the meaning defined in Section 18.1.

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

"Net Operating Income" has the meaning defined in Section 26.5.

"NMTC Financing" means financing provided pursuant to the federal New Markets Tax Credit Program established by the Community Renewal Tax Relief Act of 2000, as amended.

"Opening Date" means the first day that Whole Foods Market is open for business for a period of one day in the Grocery Store on the Anchor Site.

"Operating Expenses" has the meaning defined in Section 26.5.

"Other Contract" has the meaning defined in Section 30.

"Outlot A" has the meaning defined in the Recitals.

"Outlot A Improvements" has the meaning defined in the Recitals.

"Outlot A Developer" means the purchaser of Outlot A from the Developer, which purchaser must be approved by the City as provided herein. If the Developer does not sell Outlot A but instead develops Outlot A itself, the Outlot A Developer will be the Developer.

"Outlot B" has the meaning defined in the Recitals.

"Outlot B Developer" means the purchaser of Outlot B from the Developer, which purchaser must be approved by the City as provided herein. If the Developer does not sell Outlot B but instead develops Outlot B itself, the Outlot B Developer will be the Developer.

"Outlot B Improvements" has the meaning defined in the Recitals.

"Outlot Buildings" means the buildings to be constructed on Outlot A and Outlot B.

"Outside Closing Date" has the meaning defined in Section 5.

"Owners" has the meaning defined in Section 30.

"Party" means either the City or the Developer, and "Parties" means the City and the Developer, collectively.

"PD" means Planned Development # 1227.

"Performance Deposit" has the meaning defined in Section 4.

"Permitted Liens" means those liens and encumbrances against the Property set forth on Exhibit H hereto.

"Phase I" has the meaning defined in the Recitals and more specifically means the Grocery Store, the Retail Building and related improvements located on the Anchor Site.

"Phase I Completion Certificate" means the Certificate of Completion for Phase I of the Project referenced in Section 14.2.

"Phase II" has the meaning defined in the Recitals and more specifically the Outlot A Improvements, the Outlot B Improvements and related improvements located on Outlot A and Outlot B, respectively.

"Phase II Completion Certificate" means the Certificate of Completion for Phase II of the Project referenced in Section 14.3.

"Plans and Specifications" means the final construction plans and specifications prepared by the Architect, as submitted to the City as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised and/or supplemented from time to time with the prior written approval of the City in accordance with Section 11.2 (Change Orders) hereof.

"Political fundraising committee" has the meaning defined in Section 30.

"Procurement Program" has the meaning defined in Section 24.3(a).

"Project" has the meaning defined in the Recitals.

"Project Budget" means the Developer's budget for the Project, attached as Exhibit I hereto as such budget may be modified from time to time with the prior written approval of the City.

"Project Expenditures" has the meaning defined in Section 26.5.

"Project Ordinance" has the meaning defined in the Recitals.



"Project Revenues" has the meaning defined in Section 26.5.

"Project Site" has the meaning defined in the Recitals.

"Proof of Financing" has the meaning defined in Section 9.

"Property" has the meaning defined in the Recitals.

"Purchase Price" has the meaning defined in Section 3.

"Reconveyance Deed" has the meaning defined in the Recitals.

"Redevelopment Area" has the meaning defined in the Recitals.

"Redevelopment Plan" has the meaning defined in the Recitals.

"Refinancing" has the meaning defined in Section 26.5.

"Released Claims" has the meaning defined in Section 23.3.

"Remediation Costs" means governmental or regulatory body response costs, natural resource damages, property damages, and the costs of any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property in accordance with the terms and conditions of the Draft NFR Letter for the Property, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Retail Building" has the meaning defined in the Recitals.

"Return on Equity" has the meaning defined in Section 26.5.

"Sale" has the meaning defined in Section 26.5.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Shakman Accord" has the meaning defined in Section 33.1.

"Site Improvements" has the meaning defined in the Recitals.

"Site Plan" has the meaning defined in the Recitals.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, that certain [Comprehensive Site Investigation and Remediation Objectives Report dated \_\_\_\_\_, that certain Remedial Action Plan dated \_\_\_\_\_, and that certain Remedial Action Completion Report dated \_\_\_\_\_].

"Sub-owners" has the meaning defined in Section 30.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or lender(s) providing Lender Financing).

"Tenant Space" has the meaning defined in the Recitals.

"Title Company" means \_\_\_\_\_.

"Title Commitment" has the meaning defined in Section 7.1.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section 10.14 below) as encumbrances against the Property.

"Underassessment Complaint" has the meaning defined in Section 18.4.

"UST(s)" means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (i) any underground storage tank as defined in 415 ILCS 5/57.2, (ii) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (iii) any tank used for storing heating oil for consumption on the premises where stored, (iv) any septic tank, (v) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (vi) any pipes connected to items (i) through (v) above.

"Waste Sections" has the meaning defined in Section 31.

"Whole Foods Lease" has the meaning defined in the Recitals.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(f) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

### **SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of \$1.00 ("Purchase Price"). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Developer acknowledges and agrees that the Purchase Price is approximately \$3,100,000 less than the fair market value of the Property ("Land Write-Down"). The purpose of the Land Write-Down is to facilitate the construction of the Project. The Developer acknowledges and agrees that the City has only agreed to provide the Land Write-Down because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, the occupancy requirements set forth in Section 15.2.

### **SECTION 4. PERFORMANCE DEPOSIT.**

The City acknowledges that the Developer has deposited with DPD the amount of \$155,000, as security for the performance of its obligations under this Agreement ("Performance Deposit"). The City will return \$100,000 of the Performance Deposit upon issuance of the Phase I Completion Certificate, and the remaining \$55,000 upon issuance of the Phase II Completion Certificate. The City will pay no interest to the Developer on the Performance Deposit.

### **SECTION 5. CLOSING.**

The Closing shall take place at the downtown offices of the Title Company within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing occur any later than \_\_\_\_\_, 2015 (the "Outside Closing Date"), unless the Commissioner of DPD, in his sole discretion, extends such Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

## **SECTION 6. CONVEYANCE OF TITLE.**

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

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

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

## **SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than seven (7) days before the anticipated Closing Date, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company ("Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Survey. The Developer shall obtain a Survey of the Property at the Developer's sole cost and expense.

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

The Developer represents that it has applied for all necessary building permits and other required permits and approvals (collectively, "Governmental Approvals") for the Project, and covenants and agrees to pursue such Governmental Approvals in good faith and with all due diligence.

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

The Developer has furnished to DPD, and DPD has approved, the Project Budget attached hereto as Exhibit I. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 11.2 hereof. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in amounts sufficient to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

#### **SECTION 10. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.**

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

10.1 Final Acceptance of Site Improvements. The Developer has submitted final written approval of all Site Improvements and any other work performed by Chicago Neighborhood Initiatives on the Property in accordance with Exhibit C.

10.2 Lease. The Developer has provided copies of the Whole Foods Lease and any amendment thereto, and such lease shall be in full force and effect. The Developer has provided copies of any other tenant terms sheets, letters of intent or draft or final leases, whether executed or not, for leaseholds in the Project, if any.

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

10.4 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in amounts sufficient to complete the Project and satisfy its obligations under this Agreement. The Developer has delivered to DPD a copy of the construction escrow agreement, if any, entered into by the Developer regarding the Lender Financing. The construction escrow agreement must provide that the City will receive copies of all construction draw request materials submitted by the Developer after the date of this Agreement. Any financing liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City stated in this Agreement pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, in the Office of the Recorder of Deeds of Cook County.

10.5 Financial Statements. The Developer has provided Financial Statements to DPD for its 2013 and 2014 fiscal years, if available, and its most recently available unaudited interim Financial Statements.

10.6 Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 11.1 hereof.

10.7 Governmental Approvals. The Developer has secured all necessary Governmental Approvals and has submitted evidence thereof to DPD.

10.8 Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit H hereto and evidences the recording of this Agreement. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey.

10.9 Survey. The Developer has furnished the City with a copy of the Survey.

10.10 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance coverage as required in Exhibit J.

10.11 Legal Opinion. The Developer has submitted to the Corporation Counsel, and the Corporation Counsel has approved, an opinion of counsel substantially in the form of Exhibit K, with such changes as may be required by or acceptable to Corporation Counsel, of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by the Developer provided for herein.

10.12 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel, against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments
U. S. Bankruptcy Court	Bankruptcy Search

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving the Developer or any person holding an ownership interest in the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.13 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel a copy of its current Certificate of Limited Partnership, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of the agreement of limited partnership by and among the partners of the Developer, as certified by the general partner of the limited partnership; 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 and all other states in which the Developer is qualified to do business dated no more than thirty (30) days prior to the Closing; and such other organizational documents as the City may reasonably request.

10.14 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement (or more than one if required by the ownership structure), in the City's then current form, dated as of the Closing Date.

10.15 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the Property related to the Lender Financing, if any, to certain encumbrances of the City set forth herein.

10.16 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 24, and DPD has approved the Developer's compliance plan in accordance with Section 24.4.

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

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

10.19 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 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, DPD may, at its option, upon thirty (30) days' prior written notice to Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation

hereunder; provided, however, that if within said thirty (30) day notice period Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## **SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 11.2 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable Laws. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project. The Developer shall construct the Project in accordance with the Scope Drawings and Plans and Specifications.

11.2 All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to a material change to the Project must be submitted by the Developer to DPD for DPD's prior written approval. As used in the preceding sentence, a "material change to the Project" means (a) an increase or reduction in the gross or net square footage of the Grocery Store or the Retail Building by more than 5%; (b) a change in the definition of the Project; (c) a delay in the completion of the Project by more than 120 days; (d) any changes to the location and number of Outlots, ownership and location of the private road, loss of parking spaces, square footage of Retail Building, and height of Retail Building; or (e) Change Orders that, in the aggregate, increase or decrease the Project Budget by more than 5%. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent required in this section). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect.

11.3 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.4 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 11.6 (Prevailing Wage), Section 24.2 (City Resident Construction Worker Employment Requirement) and Section 24.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements. Such reports shall be delivered to the City when Phase I is 50% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget), and when Phase II is 50% and 100% completed. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which



shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.5 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor, to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer, the General Contractor and any subcontractors to evidence compliance with this Section 11.5.

11.6 Relocation of Utilities, Curb Cuts and Driveways. Other than facilities which the City (or its agents) will provide prior to Closing as specified in Exhibit C, the Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

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

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

11.9 Survival. The provisions of this Section 11 shall survive the Closing.

## **SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the

Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

### **SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.**

13.1 Phase I. The Developer shall commence construction of Phase I of the Project no later than three (3) months after the Closing Date, and shall complete Phase I (as evidenced by the issuance of the Phase I Completion Certificate) no later than eighteen (18) months after the Phase I construction commencement date; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates by up to six (6) months each (or twelve (12) months in the aggregate). The estimated construction schedule for Phase I is attached hereto as Exhibit L. The Developer shall construct Phase I in accordance with this Agreement, the Redevelopment Plan, the PD, the Plans and Specifications, the Project Budget, and all applicable Laws and covenants and restrictions of record.

13.2 Phase II The Developer shall commence construction of Phase II of the Project no later than twelve (12) months after the date the City issues a Phase I Completion Certificate, and shall complete Phase II (as evidenced by the issuance of the Phase II Completion Certificate) no later than eighteen (18) months after the Phase II construction commencement date; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates by up to six (6) months each (or twelve (12) months in the aggregate). The estimated construction schedule for Phase II is attached hereto as Exhibit L as an example with the actual overall timing for Phase II being governed by the provisions of this Section 13.2. The Developer shall construct Phase II in accordance with this Agreement, the Redevelopment Plan, the PD, the Plans and Specifications, the Project Budget, and all applicable Laws and covenants and restrictions of record.

### **SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.**

14.1 Upon satisfaction of the requirements set forth in this Section 14 for each Phase of the Project, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the applicable Phase (the "Final Project Cost"), DPD shall issue to the Developer a certificate of completion for the applicable Phase ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the applicable Phase of the Project in accordance with the terms of this Agreement.

14.2 A Certificate of Completion for Phase I of the Project ("Phase I Completion Certificate") will not be issued until the following requirements have been satisfied:

(a) Developer has completed construction of the core and shell of the Grocery Store and the Retail Building in accordance with the approved Plans and Specifications, and Whole Foods has accepted possession of the Grocery Store.

(b) Developer has executed leases for at least seventy five percent (75%) of the net rentable square footage of the Retail Building.

(c) Developer has obtained the Final NFR Letter for the Anchor Site.

(d) Developer is in full compliance with all requirements of the PD.

(e) The City's Monitoring and Compliance Unit has verified in writing that the Developer is in full compliance with all City requirements set forth in Section 11.6 (Prevailing Wage), Section 24.2 (City Resident Construction Worker Employment Requirement) and Section 24.3 (MBE/WBE Commitment) with respect to Phase I of the Project.

(f) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.3 A Certificate of Completion for Phase II of the Project ("Phase II Completion Certificate") will not be issued until the following requirements have been satisfied:

(a) The City has issued the Phase I Completion Certificate.

(b) The Grocery Store has been fully constructed in accordance with the approved Plans and Specifications and has received a Certificate of Occupancy or other evidence acceptable to DPD that the Grocery Store is in full compliance with all building permit requirements.

(c) A lease between the Developer and Whole Foods Market for the Grocery Store is in full force and effect (or another full-service grocery store has entered into a lease with the Developer to replace Whole Foods Market, opened for business, and is fully operational), and no less than 75% of the net rentable square footage of the Retail Building is occupied.

(d) Developer has completed the site improvements and landscaping throughout the Project Site in accordance with the approved Plans and Specifications and the PD.

(e) Developer has completed construction of the Outlot A Improvements and the Outlot B Improvements in accordance with the approved Plans and Specifications and the PD.

(f) Developer has obtained the Final NFR Letter for the Outlots.

(g) Developer is in full compliance with all requirements of the PD.

(h) The City's Monitoring and Compliance Unit has verified in writing that the Developer is in full compliance with all City requirements set forth in Section 11.6 (Prevailing Wage), Section 24.2 (City Resident Construction Worker Employment Requirement) and Section 24.3 (MBE/WBE Commitment) with respect to the Project.

(i) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.4 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of

Completion or a written statement indicating in adequate detail how the Developer has failed to complete the applicable Phase in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the applicable Phase. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with the other terms, covenants and conditions of this Agreement, except to the extent otherwise provided by this Agreement.

14.5 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the Final Project Cost for each Phase of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractor's and any subcontractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.6 Inspection Rights. From the Closing Date through the expiration of the Extended Compliance Period, upon prior written notice of at least three (3) business days, any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the purpose of confirming the Developer's compliance with the Agreement.

## **SECTION 15. RESTRICTIONS ON USE.**

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

15.1 Use. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Occupancy Covenants.

(a) Grocery Store. From the Opening Date through the expiration of the Initial Compliance Period, a lease between the Developer and Whole Foods Market for the Grocery Store is in full force and effect, or another full-service grocery store has entered into a lease with the Developer to replace Whole Foods Market, opened for business, and is fully operational.

(b) Retail Center. Commencing on the one-year anniversary of the Opening Date and continuing through the expiration of the Initial Compliance Period, the Developer shall maintain, on an annual basis, an average minimum occupancy in the Retail Building equal to seventy-five percent (75%) of the net rentable square footage of the Retail Building; provided, however, if the Grocery Store goes dark, the average minimum occupancy requirement shall be reduced to fifty percent (50%) of such square footage.

(c) Outlot Buildings. Commencing on the date the City issues the Phase II Completion Certificate and continuing through the expiration of the Initial Compliance Period, the Developer shall maintain, on an annual basis, an average minimum occupancy in the Retail Building and the Outlot Buildings, collectively, equal to seventy-five percent (75%) of the combined net rentable square footage of the Retail Building and Outlot Buildings; provided, however, if the Grocery Store goes dark, the average minimum occupancy requirement shall be reduced to fifty percent (50%) of such combined square footage. If the Developer sells an Outlot Building, the square footage of such building shall not be included in such combined square footage.

(d) Prohibited Uses. From the Opening Date through the expiration of the Extended Compliance Period, the Developer shall not lease any space in the Project to tenants whose operations include any prohibited uses, as identified in the PD.

(e) Occupancy Report. On or before January 31 of each year following the Opening Date and continuing through the expiration of the Initial Compliance Period, an authorized officer of the Developer shall provide the City a sworn statement that the Developer is and has been in compliance with the occupancy requirements set forth in this Section 15.2 for the preceding calendar year.

15.3 Job Readiness Program. The Developer shall undertake, and shall encourage Whole Foods Market and require any other tenants in the Project to work with the City, through DPD's Workforce Unit, to participate in job training programs to provide job applicants for the jobs created by the Project. Such tenants shall be expected to interview qualified candidates referred to it by the Workforce Unit for job openings, but will not be required to train or hire any specified number of job candidates from the Workforce Unit.

15.4 Final NFR. The Developer shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter.

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

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policies set forth in the Redevelopment Plan.

## **SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROJECT SITE.**

16.1 Prior to the issuance of the Phase II Completion Certificate, 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, convey, lease or otherwise dispose of all or substantially all of its assets or all or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) 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), except for the Whole Foods Lease, leases of Tenant Space in the Retail Building, and leases or sales of Outlot A, Outlot B and/or the Outlot Buildings that comply with the requirements of this Agreement; 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 Phase II Completion Certificate 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.

16.2 Following the issuance of the Phase II Completion Certificate until the expiration of the Extended Compliance Period, the Developer shall notify the City of any proposed sale of any component of the Project.

## **SECTION 17. MORTGAGES AND OTHER LIENS.**

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

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 19 and, at Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Phase II Completion Certificate, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

## **SECTION 18. REAL ESTATE TAXES.**

18.1 Acknowledgment of Real Estate Taxes. The Developer agrees that (a) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit M attached hereto for the years noted on Exhibit M; (b) Exhibit M sets forth the specific portions of the Property which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (c) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit M.

18.2 Real Estate Tax Exemption. Neither the Developer nor any agent, representative, lessee, assignee, transferee or successor in interest to the Developer shall, prior to the expiration of the Extended Compliance Period, seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

18.3 No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, assignee, transferee or successor in interest to the Developer shall, prior to the expiration of the Extended Compliance Period, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the sum of (a) the Minimum Assessed Value as shown in Exhibit M for the applicable year plus (b) 25% of the Minimum Assessed Value.

18.4 No Objections. Neither the Developer nor any agent, representative, lessee, assignee, transferee or successor in interest to the Developer shall, prior to the expiration of the Extended Compliance Period, object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any underassessment complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the sum of (a) the Minimum Assessed Value as shown in Exhibit M for the applicable year plus (b) 25% of the Minimum Assessed Value.

18.5 Covenants Running with the Land. The parties agree that the restrictions contained in this Section 18 are covenants running with the land and shall be binding upon the Developer and its agents, representatives, lessees, assignees, transferees and successors in interest from and after the date hereof through the expiration of the Extended Compliance Period. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or the Project from and after the date hereof shall be made explicitly subject to such covenants and restrictions, and the Developer agrees to provide DPD with evidence of such explicit language prior to the execution of any lease, deed or other instrument transferring title to all or any portion of the Property or the Project. Notwithstanding anything contained in this Section 18 to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 18. In the event Developer (or any of its agents, representatives, lessees, assignees, transferees or successors in interest) shall violate the covenants and agreements set forth in this Section 18, the City shall have all remedies available at law or in equity against Developer (or its agents, representatives, lessees, assignees, transferees or successors in interest) for any outstanding amounts due the City in the default year as well as any future years impacted by such appeal.

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

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 23.4 (Release for Environmental Conditions), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows: Section 13.1 upon the issuance of the Phase I Completion Certificate; Sections 13.2, 16.1 and 17 upon the issuance of the Phase II Completion Certificate; Section 15.1 upon the expiration of the Redevelopment Plan; Sections 15.2 (a), (b), (c) and (e) upon the expiration of the Initial Compliance Period; Sections 15.2(d), 15.3, 16.2 and 18 upon the expiration of the Extended Compliance Period; Section 15.4 in accordance with the terms of the Final NFR Letter; and Sections 15.5 and 23.4 with no limitation as to time.

## **SECTION 20. PERFORMANCE AND BREACH.**

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

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

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

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

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

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment



or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

(i) the dissolution of the Developer;

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

(k) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor);

(l) except as set forth in Section 16 hereof, the sale or transfer of the ownership interests of the Developer without the prior written consent of the City prior to the issuance of the Phase II Certificate of Completion;

(m) non-compliance with the use and occupancy covenants as set forth in Section 15 hereof; or

(n) the Developer has not delivered evidence satisfactory to the City of compliance with the "City of Chicago's Sustainable Development Policy Matrix," as set forth in Statement 15 of the PD, including: (i) Retail Building shall be LEED certified and include a 50% green roof; (ii) Grocery Store shall exceed ASHRAE 90.1-2004 standards by at least 14%, (iii) 50% of all vehicular use areas shall be shaded in five years from date of PD, and (iv) Outlot Buildings shall be LEED certified if total square footage is 10,000 square feet or more.

For purposes of Section 20.2(k) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's membership interests.

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

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

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

(c) the Developer shall have eighteen (18) months to cure any Event of Default under Section 15.2 (a)-(c).

20.4 After Closing. If an Event of Default occurs after the Closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement and pursue and secure any available remedy in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the Property in the City pursuant to the Reconveyance Deed; provided, however, the City's right to revest title in the City pursuant to the Reconveyance Deed shall terminate upon the issuance of the Phase II Completion Certificate, and provided further that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Developer and any subsequent liens or exceptions expressly authorized by this Agreement or approved by the Commissioner in accordance with the terms of this Agreement (collectively, "Default Title Exceptions").

20.5 Resale of the Property. Upon the reconveyance of title to the Property to the City as provided in Section 20.4, the City may complete the Project or convey the Property, subject to any Default Title Exceptions, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 19.

20.6 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 20.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

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

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

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

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

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

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

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

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

## **SECTION 22. INDEMNIFICATION.**

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay

contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Agent or Affiliate of the Developer; (d) the Developer's failure to cure any misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 23. ENVIRONMENTAL MATTERS.**

23.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT 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 AGREES THAT IT IS THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

23.2 Environmental Remediation. The City has enrolled the Property in the IEPA's SRP Program and obtained a Draft NFR Letter. The Developer covenants and agrees to take all necessary and proper steps to obtain a Final NFR Letter for the Property in accordance with the SRP Documents. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters, including, without limitation, with respect to the preparation and approval of the Remedial Action Completion Report. The Developer shall bear sole responsibility for all aspects of the Remediation Work, and shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Phase I Completion Certificate until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property, which approval shall not be unreasonably withheld.

23.3 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of

whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

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

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

## **SECTION 24. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

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

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed

without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

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

(d) The Developer, in order to demonstrate compliance with the terms of this Section 24.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

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

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

#### 24.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith

efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

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

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

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

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

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

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 24.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 24.2. If such non-compliance is not remedied in accordance with the breach and cure

provisions of Section 20.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 24.3, during the course of construction of the Project, at least 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 24.3 only:

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

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



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

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

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

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

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a

replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

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

**24.4 Pre-Construction Conference and Post-Closing Compliance Requirements.** Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 24 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 24, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 24 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 24, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the General Contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## **SECTION 25. REPRESENTATIONS AND WARRANTIES.**

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

(a) The Developer is an Illinois limited partnership duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

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

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate its certificate of partnership or partnership agreement (as amended and

supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

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

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

(f) The Developer has and shall maintain all Governmental Approvals necessary to conduct its business and to construct, complete and operate the Project.

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

(h) The Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements.

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

(j) Prior to the expiration of the Extended Compliance Period, the Developer shall not do any of the following without the prior written consent of the Commissioner of DPD, which shall be in the Commissioner's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) enter into any transaction outside the ordinary course of the Developer's business; (3) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (4) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition.

(k) Prior to the issuance of the Phase II Completion Certificate, the Developer shall not do any of the following without the prior written consent of the Commissioner of DPD, which shall be in the Commissioner's sole discretion: (1) allow

the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or (2) incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget.

(l) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(m) Neither the Developer nor any Affiliate of the Developer 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.

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

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

## **SECTION 26. PROFIT-SHARING.**

26.1 Annual Payments. Not more than sixty (60) days after the end of each fiscal year within the Initial Compliance Period, the Developer shall make a payment (the "Annual Payment") to the City in an amount equal to 40% of Distributable Cash Flow in excess of a 15% per annum Return on Equity available after the return of actual Equity. The Annual Payment shall be paid on an annual basis after all appropriate calculations are made by the Developer for the preceding fiscal year of operation and shall be paid to the City upon completion of the annual audited statements of the Developer.

26.2 Payment on Capital Event. In the event of a Sale or Refinancing of the Project or any part thereof at any time prior to the expiration of the Initial Compliance Period, on the closing date of such Sale or Refinancing, as applicable, the Developer shall make a payment to the City in an amount equal to fifty percent (50%) of the Excess Profits. The Developer shall be required to notify the City of any event which would trigger the calculation of Excess Profits, not later than thirty (30) days before the anticipated closing date of such event. In the event of a Sale, the Developer shall prepare and submit to the City for the City's approval, at least fifteen (15) days before the scheduled date of the closing, a written statement which: (i) identifies the

portion of the Project that is being offered for sale; (ii) sets forth in reasonable detail an accounting of the allocable Equity Investment and Return on Equity for such portion; and (iii) calculates the estimated Excess Profits for such portion.

26.3 Extraordinary Tax Event. Notwithstanding the foregoing provisions, if at the end of the New Market Tax Credit compliance period, there is an Extraordinary Tax Event, and the Project has not generated enough cash flow to cover the Extraordinary Tax Event, then:

(a) The Developer may sell a portion of the Project to meet the obligation of the Extraordinary Tax Event and pay any associated Exit Fees. This Sale would be subject to Section 26.2.

(b) If the Developer's 50% share of the Excess Proceeds pursuant to Section 26.2, in combination with any return on investment earned by the Developer during the first seven years, is not sufficient to cover the Extraordinary Tax Event and the Exit Fees, the City will contribute the difference out of its share of the Excess Proceeds and take a note ("City Tax Event Note") from the Developer in such amount, to be paid in the event of a future Sale of the Project or any portion thereof.

26.4 Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2014 and each December 31 thereafter until the expiration of the Initial Compliance Period. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

26.5 Definitions. As used in this Section 26, the following terms shall have the following meanings:

(a) "Additional Capital Expenditure(s)" means any costs or expenses, excluding Project Expenditures, with respect to the Project that are properly categorized as capital in nature under Generally Accepted Accounting Principles, provided such costs or expenses are approved by the Commissioner.

(b) "Amortization" means those certain amortization amounts for the Project as set forth in the audited annual Financial Statements.

(c) "Debt Service" means annual interest and principal payments on Lender Financing.

(d) "Depreciation" means those certain depreciation amounts for the Project as set forth in the audited annual Financial Statements.

(e) "Distributable Cash Flow" means Net Operating Income less Project Expenditures, Additional Capital Expenditures, Lender required reserves and Debt Service, plus Amortization and Depreciation.

(f) "Equity Investment" means all Equity paid for or into the Project for (i) Project Expenditures, and (ii) Additional Capital Expenditures, exclusive of debt and reduced by any payments made to the Developer that constitute a return of such Equity.

(g) "Excess Profits" means gross cash proceeds, minus (a) any reasonable and customary closing costs and expenses of any Sale or Refinancing, (b) the payment of any principal and accrued interest on unpaid indebtedness of the Developer either (i) being refinanced (in the case of a Refinancing), or (ii) not assumed or taken subject to by the buyer of the Project (in the case of a Sale), (c) the Equity Investment; (d) a fifteen (15%) Return on Equity calculated annually (but not compounding), and (e) any tax liability incurred and paid as a result of an Extraordinary Tax Event from exiting the NMTC transaction. In the event of a partial sale of the Project, the portions allocated to the parcel(s) of the Project being sold will be included in the Excess Profits calculation.

(h) "Exit Fees" means [\_\_\_\_], but expressly excludes attorney and accounting fees.

(i) "Extraordinary Tax Event" means [\_\_\_\_] created by the unwinding of the NMTC position.

(j) "Income Taxes" means those certain income tax amounts for the Project as set forth in the audited annual Financial Statements.

(k) "Net Operating Income" means, with respect to any applicable period, Project Revenues minus Operating Expenses of the Project.

(l) "Operating Expenses" means those certain operating expenses set forth in the audited annual Financial Statements including Debt Service and any Lender required reserves, but excluding any reserves arising in connection with a Capital Event, Income Taxes, Depreciation and Amortization.

(m) "Project Expenditures" means actually incurred costs of initial construction, furnishing, equipping, and opening of the Project, as set forth in the Project Budget.

(n) "Project Revenues" means those certain revenues for the Project as set forth in the audited annual Financial Statements.

(o) "Refinancing" means the refinancing by the Developer of the Lender Financing.

(p) "Return on Equity" means Distributable Cash Flow divided by Equity Investment.

(q) "Sale" means (i) the sale, conveyance, transfer, exchange or other disposition of all or any part of the Project or the Property by the Developer to an unrelated buyer for cash, property or assumption of indebtedness. Any Sale shall be an arms-length transaction to a third party on the basis of full cash to Developer, without any seller carry-back financing or non-cash consideration, and shall be subject to any City approval that may be required.

## SECTION 27. 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 & Development  
121 North LaSalle Street, Room 1003  
Chicago, Illinois 60602  
Attn: Attn: 63<sup>rd</sup> /Englewood Mall TIF

With a copy to: City of Chicago Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to the Developer: Leon I. Walker, Esq.  
Englewood Square, LP  
c/o DL3 Realty, L.P.  
1050 East 95<sup>th</sup> Street  
Chicago, IL 60619  
(773) 844-3381  
[lwalker@dl3realty.com](mailto:lwalker@dl3realty.com)

With a copy to: Rolando R. Acosta  
Acosta Ezgur, LLC  
2949 W. Gregory St.  
Chicago, IL 60625  
T: 312-636-6937  
F: 312-253-4440  
E-mail: [rolando@acostaezgur.com](mailto:rolando@acostaezgur.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 27 shall constitute delivery.

## **SECTION 28. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

#### **SECTION 29. PATRIOT ACT CERTIFICATION.**

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

#### **SECTION 30. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

30.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

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



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

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

30.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 30 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

30.7 For purposes of this provision:

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

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

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

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

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

(ii) neither party is married; and

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

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

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

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

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

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

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

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

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

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

### **SECTION 31. 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. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

### **SECTION 32. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any violation of the Waste Sections by the General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DPD. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

### **SECTION 33. SHAKMAN.**

33.1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

33.2 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.

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

33.4 In the event of any communication to Developer by a City employee or City official in violation of Section 33.2 above, or advocating a violation of Section 33.3 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 ("IGO 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 IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

### **SECTION 34. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

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

### **SECTION 35. MISCELLANEOUS.**

The following general provisions govern this Agreement:

35.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

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

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

35.4 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

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

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

35.8 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

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

35.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner

be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

35.11 Limitation of Liability. No member, 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 from the City or any successor in interest or on any obligation under the terms of this Agreement.

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

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

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

35.15 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.

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

*(Signature Page Follows)*

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

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Andrew J. Mooney  
Commissioner of Planning & Development

**ENGLEWOOD SQUARE, LP.**, an Illinois limited partnership

By: \_\_\_\_\_  
Leon I. Walker  
Its \_\_\_\_\_

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

Lisa Misher  
Senior Counsel  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
(312) 744-6933

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 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 Leon I. Walker, the President and Secretary of Englewood Square, LP, an Illinois limited partnership, 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 signed and delivered the foregoing instrument pursuant to authority given by said limited partnership, as his free and voluntary act and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

## EXHIBIT A

### LEGAL DESCRIPTION OF PROJECT SITE

(SUBJECT TO FINAL TITLE AND SURVEY)

#### PARCEL 1D:

THAT PART OF VACATED ORIGINAL S. PEORIA STREET LYING EAST OF LOTS 5 THROUGH 17, ALL INCLUSIVE IN BLOCK 1 IN CROCKER'S RESUBDIVISION RECORDED AUGUST 5, 1856 AS DOCUMENT 74312 AND WEST OF AND ADJOINING THE WEST LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 175.05 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID S. PEORIA STREET, 138.45 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, 8.08 FEET TO AN EASTERLY LINE OF SAID S. PEORIA DRIVE; THENCE 01 DEGREES 32 MINUTES 37 SECONDS EAST, ALONG SAID EASTERLY LINE, 138.54 FEET TO THE CORNER THEREOF; THENCE SOUTH 89 DEGREES 08 MINUTES 20 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID S. PEORIA DRIVE, 8.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2A:

LOTS 1 THROUGH 20, ALL INCLUSIVE, IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTIONS 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OPENED FOR PUBLIC RIGHT OF WAY AS W. 63RD STREET BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_; AND,

#### PARCEL 2B:

ALL THAT PART OF THE VACATED 12 FOOT WIDE EAST-WEST PUBLIC ALLEY NORTH OF LOTS 1 THROUGH 10 AND THE 14 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY LYING BETWEEN LOTS 11 THROUGH 15 AND LOTS 16 THROUGH 20 ALL IN IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTIONS 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, , ACCORDING TO THE PLAT THERE OF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, VACATED BY



ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2C:

LOTS 34 THROUGH 39, INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 39; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 39, A DISTANCE OF 124.07 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF A 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH 01 DEGREES 32 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY, 146.94 FEET; THENCE 88 DEGREES 29 MINUTES 42 SECONDS EAST, 124.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 34, ALSO BEING THE WEST LINE OF S. GREEN STREET; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, 146.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2D:

ALL THAT PART OF THE VACATED 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY BETWEEN LOTS 27 THROUGH 39, AND LOTS 40 THROUGH 52, ALL INCLUSIVE IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 39; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, 16.00 FEET TO THE SOUTHEAST CORNER OF LOT 40 IN SAID EHRLER & HESSERT'S SUBDIVISION, SAID CORNER ALSO BEING ON THE WEST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE NORTH 01 DEGREES 32 MINUTES 16 SECONDS WEST, ALONG SAID WEST LINE, 146.94 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 16.00 FEET TO A POINT ON THE WEST LINE OF LOT 34 IN SAID EHRLER & HESSERT'S SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF SAID 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 32 MINUTES 16 SECONDS EAST, ALONG SAID EAST LINE, 146.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 2E:

THAT PART OF VACATED ORIGINAL S. PEORIA STREET LYING WEST OF AND ADJOINING THE WEST LINES OF LOTS 40 THROUGH 48, ALL INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528 AND WEST OF AND ADJOINING THE WEST LINES OF LOTS 11 THROUGH 15, ALL INCLUSIVE

IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 AND LYING EAST OF AND ADJOINING THE EAST LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 14.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF THE ORIGINAL S. PEORIA STREET, SAID POINT ALSO ON THE WEST LINE OF LOT 1 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24, 1874 AS DOCUMENT 192175; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 94.90 FEET TO THE SOUTH LINE OF SAID 12 FOOT EAST-WEST PUBLIC ALLEY, POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, 12.00 FEET TO THE NORTH LINE OF SAID 12 FOOT WIDE EAST-WEST PUBLIC ALLEY AND THE SOUTHWEST CORNER OF LOT 11 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE CONTINUING SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 12.10 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHERLY ALONG THE NORTHERLY AND EASTERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT THREE COURSES; (1) THENCE SOUTH 88 DEGREES 26 MINUTES 34 SECONDS WEST, 3.88 FEET; (2) THENCE NORTH 04 DEGREES 20 MINUTES 16 SECONDS WEST, 83.94 FEET; (3) THENCE NORTH 01 DEGREES 32 MINUTES 37 SECONDS WEST, 170.94 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 7.91 FEET TO A POINT ON AN EAST LINE OF ORIGINAL S. PEORIA STREET; THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG SAID EAST LINE, 254.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

PARCEL 2F:

LOTS 40 THROUGH 45, ALL INCLUSIVE, IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 121.89 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF ORIGINAL S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF SAID ORIGINAL S. PEORIA STREET, 146.96 FEET; THENCE 88 DEGREES 29 MINUTES 42 SECONDS EAST, 121.94 FEET TO A POINT ON THE EAST LINE OF SAID LOT 45, ALSO BEING THE WEST LINE OF A 16 FOOT WIDE NORTH-SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 32 MINUTES 16 SECONDS WEST, 146.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 3:

ALL OF VACATED 66 FOOT WIDE S. GREEN STREET LYING SOUTH OF THE SOUTH LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282 AND NORTH OF AND ADJOINING A LINE 14 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF W. 63RD STREET, ALL IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. GREEN STREET; THENCE NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. GREEN STREET, 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SAID S. GREEN STREET, 373.71 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF SAID S. GREEN STREET; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS EAST, 373.69 FEET TO A POINT ON THE NORTH LINE OF W. 63RD STREET; THENCE SOUTH 88 DEGREES 28 MINUTES 55 SECONDS WEST, 66.00 FEET OT THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4D:

LOTS 9 THROUGH 13, ALL INCLUSIVE, EXCEPT THE WEST 2 FEET OF THE NORTH 4 FEET OF SAID LOT 9, ALL IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4E:

LOTS 1 THROUGH 6, ALL INCLUSIVE AND LOT 7 (EXCEPT THE SOUTH 50 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175, IN COOK COUNTY, ILLINOIS AND FURTHER EXCEPTING THEREFROM THAT PART OPENED FOR PUBLIC RIGHT OF WAY AS W. 63RD STREET BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_; AND,

PARCEL 4F:

LOT "A", IN THE CONSOLIDATION PLAT OF SUBDIVISION OF THE SOUTH 50 FEET OF LOT 7 TOGETHER WITH A 12 FOOT STRIP OF LAND DESIGNATED AS A 16 FOOT WIDE EAST-WEST PUBLIC ALLEY RESERVED BY DEED AND LYING SOUTH OF AND

ADJOINING SAID LOT 7 (EXCEPT THE NORTH 16 FEET OF THE SOUTH 50 FEET OF SOUTH LOT 7 DEDICATED AS PUBLIC ALLEY) IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN THE SUBDIVISION OF THE SOUTH 4 1/6 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4G:

ALL THAT PART OF THE VACATED NORTH-SOUTH 16 FOOT WIDE PUBLIC ALLEY LYING BETWEEN THE LOTS 9 THROUGH 13, AND LOTS 14 THROUGH 18, ALL INCLUSIVE IN EHRLER AND HESSERT'S SUBDIVISION AFORESAID IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4H:

ALL THAT PART OF THE VACATED NORTH-SOUTH 14 FOOT WIDE PUBLIC ALLEY LYING WEST OF LOTS 1 THROUGH 3, ALL INCLUSIVE AND EAST OF LOTS 5 AND 7 IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 AND EAST OF LOT A IN CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746 IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS; AND,

PARCEL 4I:

ALL THAT PART OF THE VACATED NORTH 16 FEET OF THE SOUTH 50 FEET OF SOUTH LOT 7 IN COUNTY CLERK'S DIVISION RECORDED SEPTEMBER 12, 1888 AS DOCUMENT 1003460 OF BLOCK 2 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 27, 1874 AS DOCUMENT 192175 DEDICATED AS AN EAST-WEST 16 FOOT WIDE PUBLIC ALLEY IN CONSOLIDATION PLAT RECORDED MAY 23, 1947 AS DOCUMENT 14063746 IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, ILLINOIS; AND,

PARCEL 4J:

THAT PART OF LOTS 14 THROUGH 19, ALL INCLUSIVE IN EHRLER & HESSERT'S SUBDIVISION OF THE NORTH 5-1/3 ACRES OF THE SOUTH 9-1/2 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST

SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1874 AS DOCUMENT 152528, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 01 DEGREES 31 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF SAID LOTS, 146.90 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 112.92 FEET TO A POINT ON A LINE 9.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 18 AND 19; THENCE SOUTH 01 DEGREES 33 MINUTES 14 SECONDS EAST, 25.87 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF A VACATED NORTH-SOUTH 16 FOOT WIDE PUBLIC ALLEY LYING WEST OF LOTS 9 THROUGH 13 IN SAID EHRLER & HESSERT'S SUBDIVISION; THENCE NORTH 88 DEGREES 28 MINUTES 08 SECONDS EAST, 9.00 FEET TO A POINT ON THE EAST LINE OF LOTS 14 THROUGH 19 IN SAID EHRLER & HESSERT'S SUBDIVISION, ALSO BEING THE WEST LINE OF A NORTH-SOUTH 16-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 120.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 88 DEGREES 28 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 121.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF VACATED S. PEORIA DRIVE ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282, IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND VACATED BY ORDINANCE RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF W. 63RD STREET AND THE WEST LINE OF S. PEORIA STREET; THENCE NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG AN ASSUMED BEARING AND THE WEST LINE OF SAID S. PEORIA STREET, 14.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 33 MINUTES 26 SECONDS WEST, ALONG SAID WEST LINE, 161.05 FEET TO A POINT ON A NORTHERLY LINE OF S. PEORIA DRIVE AS ESTABLISHED BY ORDINANCE RECORDED MAY 14, 1969 AS DOCUMENT 20841282; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT TWO COURSES; (1) THENCE NORTH 89 DEGREES 08 MINUTES 20 SECONDS EAST, 8.04 FEET; (2) THENCE NORTH 01 DEGREES 32 MINUTES 37 SECONDS WEST, 212.82 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 42 SECONDS EAST, 50.00 FEET TO A POINT ON AN EASTERLY LINE OF SAID S. PEORIA DRIVE; THENCE SOUTHERLY AND EASTERLY ALONG THE EASTERLY AND NORTHERLY LINES OF SAID S. PEORIA DRIVE FOR THE NEXT SIX COURSES; (1) THENCE SOUTH 01 DEGREES 32 MINUTES 37 SECONDS EAST, 170.94 FEET; (2) THENCE SOUTH 04 DEGREES 20 MINUTES 16 SECONDS EAST, 83.94 FEET; (3) THENCE NORTH 88 DEGREES 26 MINUTES 34 SECONDS EAST, 3.88 FEET TO A POINT ON THE WEST LINE OF LOT 11 IN SAID EHRLER & HESSERT'S SUBDIVISION; (4) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG SAID WEST LINE, 12.10 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTH LINE OF A 12 FOOT WIDE EAST-WEST PUBLIC ALLEY; (5) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, 12.00 FEET TO THE SOUTH LINE OF SAID 12 FOOT EAST-WEST PUBLIC ALLEY, POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN CATHLEEN E. SEEHANSEN'S SUBDIVISION RECORDED SEPTEMBER 24, 1874 AS

DOCUMENT 192175; (6) THENCE SOUTH 01 DEGREES 33 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 94.90 FEET TO A POINT 14.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES 28 MINUTES 55 SECONDS WEST, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS:	20-17-431-006 (PART OF)	20-17-430-007 (PART OF)
	20-17-431-007 (PART OF)	20-17-430-008
	20-17-431-008	20-17-430-009
	20-17-431-009	20-17-430-010
	20-17-431-010	20-17-430-011
	20-17-431-011	20-17-430-012
	20-17-431-015	20-17-430-013
	20-17-431-016	20-17-430-014
	20-17-431-017	20-17-430-022 (PART OF)
	20-17-431-023 (PART OF)	20-17-430-023
	20-17-431-024	20-17-430-024
	20-17-431-025	20-17-430-025
	20-17-431-026	20-17-430-026
	20-17-431-027	20-17-430-027
	20-17-431-028	20-17-430-028
	20-17-431-030	20-17-430-029
	20-17-431-031	20-17-430-030
	20-17-431-032	20-17-430-031
	20-17-431-033	20-17-430-032
		20-17-430-033
		20-17-430-034
		20-17-430-035

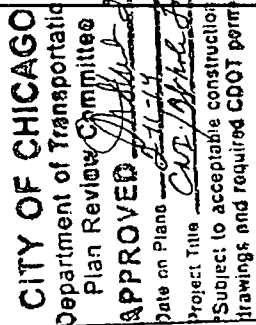
**EXHIBIT B**

**DEPICTION OF PROJECT SITE**

(ATTACHED)



APPLICANT: CHICAGO NEIGHBORHOOD INITIATIVES, INC. ON  
BEHALF OF THE CITY OF CHICAGO  
ADDRESS: 800 WEST 63<sup>RD</sup> STREET



RETAIL SITE  
PREVIOUSLY  
APPROVED  
(SEE SHEETS  
2 AND 3)

**SPACECO TWO.**

SCALE: 1" = 100'

REVISIONS:  
01/30/2014  
02/11/2014



**EXHIBIT C**

**CNI SIDE LETTER**

(ATTACHED)

# CHICAGO NEIGHBORHOOD INITIATIVES

August 29, 2014

Englewood Square, LP  
1050 E 95<sup>th</sup> Street  
Chicago, IL 60628

Attention: Leon Walker

Re: Site Development of Englewood Square Retail Parcel

Dear Mr. Walker:

Chicago Neighborhood Initiatives, Inc. ("CNI"), has entered into that certain Site Preparation and Maintenance Agreement (the "**Site Prep Agreement**") with the City of Chicago (the "**City**") in connection with the site development of certain property generally bounded by South Halsted Street, West 63rd Street and West 63rd Parkway (the "**Property**"), which includes an approximately 5.4-acre tract of land (consisting of Lots 6, 7 and 8 on that certain Halsted Parkway Subdivision to be recorded) (the "**Retail Parcel**"). The Property, including the Retail Parcel, is owned by the City. CNI has been advised that Englewood Square, LP ("**City Transferee**") is negotiating to acquire the Retail Parcel from the City and develop thereon a multi-tenant retail development, including an approximately 18,000 square foot grocery store. Pursuant to the Site Prep Agreement, CNI intends to cause to be performed site development work affecting the Retail Parcel, in accordance with the Plans and Specifications listed on Exhibit A attached to this letter (the "**Plans and Specifications**"), and the scope of work described on Exhibit B to this letter, and CNI understands that the completion of said development work affecting the Retail Parcel is as a condition to City Transferee's acquisition of the Retail Parcel.

## Inspection of the Work

(a) Access. In connection with City Transferee's negotiations with the City and CNI's execution of the Site Prep Agreement, the City has requested that CNI provide City Transferee with access to the Retail Parcel for the purpose of observing and inspecting said site development work as it progresses and upon completion. To facilitate the City's transfer of ownership of the Retail Parcel to City Transferee, and in connection with the City Transferee's inspection and review of the Retail Parcel for development purposes, CNI agrees to permit City Transferee, including its employees, agents, representatives and consultants (collectively, the "**City Transferee Parties**") to have access, from time to time during construction and upon completion, to the Retail Parcel and, to the extent necessary, adjacent areas of the Property on weekdays during normal working hours to observe the performance of, and to inspect, said site development work in progress and upon completion provided (i) such access does not unreasonably interfere with CNI's performance of the work under the Site Prep Agreement, (ii) the City Transferee Parties shall provide reasonable notice to CNI prior to such site access, (iii) the City Transferee Parties shall be accompanied by a representative of CNI at all times during

such access (unless this requirement is waived in writing by CNI), and (iv) City Transferee shall have no right to instruct any of CNI's contractors, subcontractors or workmen.

(b) **Insurance.** City Transferee acknowledges and agrees that (i) at all times during such access City Transferee shall keep in effect, or cause the City Transferee Parties, as applicable, to keep in effect, policies of general liability insurance which insure the applicable City Transferee Parties with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage and name CNI and the City as additional insureds and which are with such insurance companies as are reasonably acceptable to CNI and the City, and (ii) at CNI's or the City's request, City Transferee shall provide, or cause the applicable City Transferee Parties to provide, CNI and the City with certificates of insurance evidencing that the applicable City Transferee Parties have obtained the aforementioned policies of insurance.

(c) **Site Conditions.** Subject to CNI's obligations under the Site Prep Agreement, CNI makes no additional representations or warranties regarding the condition of the Retail Parcel or the Property or the performance of the work.

#### **Documents and Reports**

CNI agrees to provide to City Transferee copies of the following documents and reports, to the extent they pertain to the Retail Parcel, promptly upon receipt by CNI: (i) shop drawings, catalogue cuts and material submittals for work on the Retail Parcel, approved by CNI's general contractor and reviewed and approved by CNI's consultant engineer, at least twenty (20) business days prior to the beginning of any work specified by said shop drawings, (ii) construction meeting minutes, (iii) field reports and field directives from CNI's construction manager, consultants, or consultant engineer, (iv) testing and geotechnical reports, (v) subject to the prior approval of the Authorized City Representative under the Site Prep Agreement (the "Authorized City Representative"), any correspondence or reports received from the Authorized City Representative, and (vi) notice of any proposed changes to the approved plans or procedures (with a copy to the Authorized City Representative). City Transferee shall have a period of five (5) business days after each visit to the Property and after each receipt of any document, field directive, or report to advise CNI of any comments, concerns, defects, problems or objections identified by City Transferee's field inspection or review of the aforementioned documents and reports. All such documents and reports delivered to City Transferee are for the benefit of CNI or the City, and City Transferee shall not be deemed a third party beneficiary of such reports.

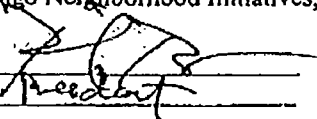
In addition to said documents and reports, CNI agrees to provide City Transferee with copies of the documents referenced in Exhibit B attached hereto upon completion of said site development work affecting the Retail Parcel.

#### **General Contractor**

Please be advised that CNI intends to engage Ujamaa Construction as CNI's general contractor for the work described in the Site Prep Agreement and the Plans and Specifications.

Sincerely,

Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation

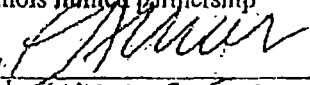
By   
Its \_\_\_\_\_

**ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENT:**

By signing this acknowledgement, acceptance and agreement, Englewood Square, LP, as City Transferee hereunder, hereby:

1. Acknowledges: (a) receipt and approval of the Plans and Specifications, and that the same have been approved in writing by Whole Foods Market (a copy of which written approval is attached hereto as Exhibit C); and (b) other than the car charging conduits referenced in Exhibit C, all changes requested by Whole Foods Market on September 5, 2014 pursuant to an email from Michael Sweatt of Whole Foods Market are at City Transferee's sole expense and not a part of the Work under the Site Prep Agreement;
2. acknowledges that the Property will be an active construction site during all visits by the City Transferee Parties, that hazardous conditions may exist, and that all such access shall be at each such City Transferee Party's own risk;
3. acknowledges that City Transferee's failure to advise CNI of any comments, concerns, defects, problems or objections related to development work affecting the Retail Parcel within five (5) business days after City Transferee's (or any City Transferee's Parties') field inspection or receipt of a document or report shall be deemed to constitute City Transferee's approval of such development work or document or report, as applicable, and waiver of City Transferee's right to raise comments, concerns, defects, problems or objections arising out of the conditions identified in such document or report;
4. acknowledges that Ujamaa Construction will be engaged as CNI's general contractor;
5. acknowledges and agrees that, upon satisfactory completion of the site development work described in the Plans and Specifications and in the attached Exhibit B, as evidenced by CNI's delivery of the documents described in the attached Exhibit B, City Transferee will notify the City in writing that City Transferee approves of said site development work;
6. acknowledges and agrees that (i) the landscape materials shown on sheets L01 - L02 (17-18) of the Plans and Specifications will be purchased, and installation costs paid for in advance, by CNI but not installed and that the contract for the purchase and installation of the landscape materials will be assigned to the City Transferee; and (ii) landscape deposits applicable to and typical of installation of landscaping on private land will apply, and City Transferee shall be solely responsible for any such deposits required by the City related to such installation.

ENGLEWOOD SQUARE, LP, an  
Illinois limited partnership

By   
Its MANAGER, FRESH PROPERTY MANAGEMENT, LLC  
GENERAL PARTNER  
Englewood Square, L.P.

**EXHIBIT A**  
**PLANS AND SPECIFICATIONS**

1. Site Preparation Plans for Halsted Parkways prepared by SPACECO, Inc. dated March 18, 2014 last revised August 19, 2014 consisting of 21 sheets.
2. Site Improvement Plan for Englewood Square at Halsted Parkway prepared by SPACECO, Inc. dated May 8, 2014 last revised August 19, 2014 consisting of 19 sheets.
3. Final Stormwater Management Report for Halsted Parkways prepared by SPACECO, Inc. dated April 2014 last revised June 2014
4. Englewood Square NW Corner of 63<sup>rd</sup> and Halsted, Chicago, IL prepared by Ethos Workshop Architects and Planners last revised 6/10/14 consisting of only the following sheets: S-0.0, S1.0, S1.1 and S2.0.
5. Geotechnical Investigation Report - Proposed Commercial Development. NW Corner of W. 63rd St and S. Halsted, Chicago, IL prepared by Pioneer Environmental Services. April 9, 2014. Project Number 12-0646-151.
6. Comprehensive Site Investigation Report/Remediation Objectives Report/Remedial Action Plan. Chicago/Halsted Parkways. NW Corner of West 63rd and South Halsted St., Chicago, IL. prepared by Pioneer Environmental Services. April 22, 2014. Project Number 12-0646-102.

**EXHIBIT B**  
**RETAIL PARCEL SCOPE OF WORK**

(1) Rezoning of the Retail Parcel from the C1-2 Neighborhood Commercial District to Business Planned Development, authorizing the development of a commercial and retail shopping center, as documented by that certain ordinance approved by the City Council on December 11, 2013, and published in the City Council Journal of Proceedings beginning on page 72109.

(2) The vacation and opening of certain streets and rights of way within the Property, as depicted on the Approved Plans and Specifications, including the following:

- (a) approval of one or more ordinances by the Chicago City Council authorizing such vacation and opening;
- (b) negotiating in coordination with the City for the removal of such exceptions to title, as necessary to allow such plats of vacation and opening to be recorded;
- (c) recordation of such ordinance or ordinances together with such plat or plats of vacation and opening; and
- (d) delivery to the Chicago Department of Transportation of two copies of such recorded ordinance or ordinances and corresponding plat or plats.

(3) Issuance of a draft No Further Remediation Letter by the Illinois Environmental Protection Agency for the Property. It is expressly understood that the No Further Remediation Letter will include the following restriction on the use and development of the Property as an "Institutional Control":

"Any existing buildings or any future buildings constructed on the site must contain a full concrete slab-on-grade floor or full concrete basement floor and walls with no sumps."

(4) Issuance of as-built topographic survey of Retail Parcel by the Consultant Engineer.

(5) Issuance of all testing reports prepared by CNI's testing consultant.

(6) Issuance of a letter from CNI's Geotechnical Engineer and Consultant Engineer confirming that the completed building pad preparation for compaction, stabilization and moisture content is in conformance with the Geotechnical Investigation Report - Proposed Commercial Development, NW Corner of W. 63rd St and S. Halsted, Chicago, IL prepared by Pioneer Environmental Services, dated April 9, 2014, Project Number 12-0646-151; soil conditions beneath the Building shell are satisfactory to properly support the proposed improvements to the slab and foundation design.

(7) Written confirmation in the form of a stamped letter from the Architect that the

foundations and building slabs for the retail buildings have been constructed in accordance with plans entitled Englewood Square NW Corner of 63<sup>rd</sup> and Halsted, Chicago, IL prepared by Ethos Workshop Architects and Planners last revised 6/10/14, as may be modified from time to time with the approval of the City Transferee and the Authorized City Representative. It is expressly understood that CNI's work is contained only on the following sheets: S-0.0, S1.0, S1.1 and S2.0 and does not include the Whole Foods 5 inch building slab or any utilities located underneath the slab.

(8) Written confirmation in the form of a stamped letter from the Consultant Engineer confirming that the work within the Retail Parcel is complete and has been performed in accordance with the Site Improvement Plan for Englewood Square at Halsted Parkway prepared by SPACECO, Inc. dated May 8, 2014 last revised August 19, 2014 consisting of 19 sheets, as may be modified from time to time with the approval of the City Transferee and the Authorized City Representative.



**EXHIBIT C**  
**WHOLE FOODS MARKET APPROVAL OF PLANS AND SPECIFICATIONS**

(see attached)

## Angelica Marks

---

**From:** Brian Galey <bgaley@galeyconsulting.com>  
**Sent:** Monday, September 08, 2014 10:28 AM  
**To:** Angelica Marks; Michael Mondus; lwalker@dl3realty.com  
**Cc:** David Doig; Reifman, David L; DiGrino, Mariah F. (Mariah.DiGrino@dlapiper.com); Rolando Acosta (rolando@acostaezgur.com)  
**Subject:** RE: Whole Foods Market- Englewood

All,

DL3 and CNI have received and reviewed Whole Foods comments and their redline mark ups of the plans. The limited scope for the site improvements, foundations, and utilities to be performed by CNI have been approved by Whole Foods, and includes the following documents and clarifications:

- 1) The "clarification, corrections and additions" made to the documents attached and mentioned below are not part of CNI's work, with the exception of the location of the conduits for the car charging stations. All other changes will be undertaken by Englewood Square LP after turnover of the site;
- 2) The "8.27.14 Approval Drawings" indicated below that were uploaded and sent to Whole Foods are as follows:
  1. Site Preparation Plans for Halsted Parkways prepared by SPACECO, Inc. dated March 18, 2014 revised June 24, 2014 consisting of 22 sheets.
  2. Site Improvement Plan for Englewood Square at Halsted Parkway prepared by SPACECO, Inc. dated May 8, 2014 last revised August 19, 2014 consisting of 23 sheets.
  3. Englewood Square NW Corner of 63<sup>rd</sup> and Halsted, Chicago, IL prepared by Ethos Workshop Architects and Planners last revised August 26, 2014.

Thank you.

Brian J. Galey, AIA  
*Galey Consulting, LLC*  
312-282-1289

---

**From:** Michael Sweatt (MW MWC) [<mailto:Michael.Sweatt@wholefoods.com>]  
**Sent:** Friday, September 05, 2014 2:07 PM  
**To:** David Doig; Brian Galey  
**Cc:** Leon Walker; Chris Hill; Alison Gillis Esq.; Michael Mondus; Scott Allman AIA; Angelica Marks; Terry Noyes; Scott Saulsberry (MW MWC)  
**Subject:** RE: Whole Foods Market- Englewood

Please find attached the affected and redlined drawings that need clarification, corrections and additions made to them in order to be compliant with the Lease and Exhibit E attached to our Lease dated effective August 30, 2013.

The Lease made by and between ENGLEWOOD SQUARE, LP, an Illinois limited partnership ("Landlord"), and WHOLE FOODS MARKET GROUP, INC., a Delaware corporation ("Tenant").

Also attached is a package of dock equipment and supplies necessary to support the delivery and receiving system elected to be used for this store based upon not having a fully recessed receiving dock.

I am missing the spec sheet for an exterior, surface applied trailer restraint as our standard detail of a hidden hook will not work. That spec will be forwarded separately.

Based upon this review and the compliance to the plan modifications submitted herein, Whole Foods Market approves the plans submitted via Drop Box by Brian Galey on Aug. 27, 2014. Copy of Email attached.

Michael Sweatt / Executive Construction Coordinator  
Whole Foods Market - Midwest Region  
640 N. LaSalle Street  
Suite 300  
Chicago, IL 60654  
312-799-5688 office  
512-499-3842 E-fax  
312-863-9031 cell  
[Michael.Sweatt@Wholefoods.com](mailto:Michael.Sweatt@Wholefoods.com)

---

**From:** David Doig [<mailto:ddoig@cniigroup.org>]  
**Sent:** Friday, September 05, 2014 6:42 AM  
**To:** Brian Galey; Michael Sweatt (MW MWC); Scott Saulsberry (MW MWC)  
**Cc:** Leon Walker; Chris Hill; Alison Gillis Esq.; Michael Mondus; Scott Allman AIA; Angelica Marks  
**Subject:** RE: Whole Foods Market- Englewood

Mike and Scott,

Per our conversation on Wednesday, when do you think we will see your final redlines and receive Whole Foods sign off on site and foundation plans? We really need it this morning. Our plan is to begin site work on Monday (9/8) but we need you sign off to start.

Please advise ASAP.

Thanks  
Dave

---

**From:** Brian Galey [<mailto:bgaley@galeyconsulting.com>]  
**Sent:** Wednesday, August 27, 2014 4:07 PM  
**To:** Michael Sweatt (MW MWC); Scott Saulsberry (MW MWC)  
**Cc:** Leon Walker; Chris Hill; David Doig; Alison Gillis Esq.; Michael Mondus; Scott Allman AIA  
**Subject:** Whole Foods Market- Englewood

Hi Mike & Scott,

The drawings for the City's portion of the work have been updated, based on Mike's redline from July. The City needs Whole Foods Market's approval of this portion of the work to release CNI to begin the construction phase of the project. The environmental work has been completed.

I have uploaded these drawings to this [dropbox folder](#). The new drawings are in the folder labeled "8.27.14 Approval Drawings". The older documents are available for review, if required in the other folders.

The City's scope of work, as you know, includes the site development work and the foundations for your building. Once we get WFM's approval for this phase of the project, CNI may start the new construction phase of the work. We will also begin further development of the building design drawings after approval of the initial phase of the project.

Please look these over and confirm that the drawings and limited scope of work for the site development phase is acceptable so that DL3 may sign off on the current drawings and the City can release CNI. Also note that Ethos has added a note on the drawings that the bottom of all interior footings will be below frost depth (42" below subgrade), in the event that the foundations are exposed to weather during a winter cycle.

Please let us know if you have any questions or comments.

Thank you.

Brian J. Galey, AIA  
*Galey Consulting, LLC*  
312-282-1289

EXHIBIT D

DEPICTION OF 63<sup>RD</sup>/HALSTED SITE





















(ATTACHED)

**PLAT OF SUBDIVISION  
HALSTED PARKWAY  
SUBDIVISION**

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF  
SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

[illegible][illegible]

**LEGEND**

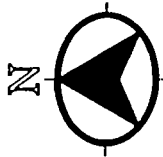
	BOUNDARY LINE
	EXISTING ROADWAY OR RAILROAD RIGHT-OF-WAY
	PROPOSED LOT LINE
	PARTIAL LINE
	SHOW HERE TO
	SEE EXHIBIT
	SEE EXHIBIT
	SEE EXHIBIT
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FOR REVIEW  
PURPOSES ONLY

CDOT#XX-XX-XX-XXXX

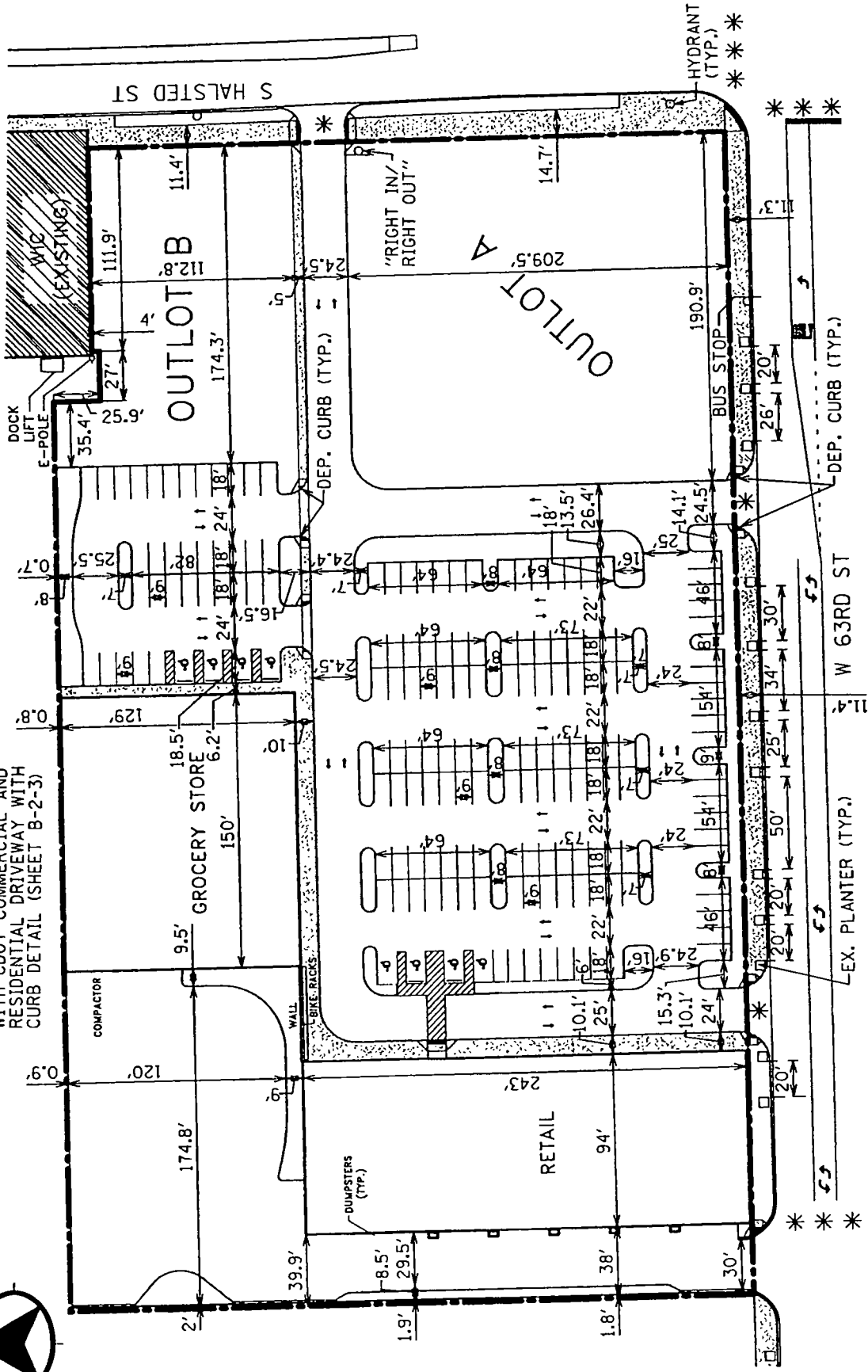
**EXHIBIT E**  
**SITE PLAN**  
**(ATTACHED)**



SCALE: 1" = 80'

\* = DRIVEWAYS WILL BE CONSTRUCTED IN ACCORDANCE WITH CDOT COMMERCIAL AND RESIDENTIAL DRIVEWAY WITH CURB DETAIL (SHEET B-2-3)

\* = CROSSWALKS TO BE RESTRIPTED WITH CONTINENTAL STYLE MARKINGS (24" BARS, 4" C-C)



# SITE PLAN (DETAIL - SHEET 1 OF 2)

APPLICANT: CHICAGO NEIGHBORHOOD INITIATIVES, INC. ON BEHALF OF THE CITY OF CHICAGO

ADDRESS: 800 WEST 63" STREET

INTRODUCTION DATE: SEPTEMBER 11, 2013

REVISED: NOVEMBER 21, 2013



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS  
9575 W. Higgins Road, Suite 700  
Rosemont, Illinois 60018  
Phone (847) 954-2500 Fax (847) 954-0055



EXHIBIT F  
FORM OF RECONVEYANCE DEED  
(TO BE ADDED)

**EXHIBIT G**

**DRAFT NFR LETTER**

(TO BE ADDED)

**EXHIBIT H**  
**PERMITTED LIENS**  
**(TO BE ADDED)**

**EXHIBIT I**  
**PROJECT BUDGET**  
**(TO BE ADDED)**

**EXHIBIT J**  
**INSURANCE**  
(TO BE ADDED)

**EXHIBIT K**  
**FORM OF LEGAL OPINION**  
(TO BE ADDED)

**EXHIBIT L**

**ESTIMATED CONSTRUCTION SCHEDULE**

(TO BE ADDED)

**EXHIBIT M**

**MINIMUM ASSESSED VALUE**

<b>Tax Year<sup>(1)</sup></b>	<b>Projected Assessed Value<sup>(2)</sup></b>	<b>Additional 25%</b>	<b>Section 18.3 Value</b>
2017	\$1,187,631	\$296,908	\$1,484,539
2018	\$1,211,384	\$302,846	\$1,514,230
2019	\$1,235,611	\$308,903	\$1,544,514
2020	\$1,260,324	\$315,081	\$1,575,404
2021	\$1,285,530	\$321,382	\$1,606,912
2022	\$1,311,241	\$327,810	\$1,639,051
2023	\$1,337,465	\$334,366	\$1,671,832
2024	\$1,364,215	\$341,054	\$1,705,268
2025	\$1,391,499	\$347,875	\$1,739,374
2026	\$1,419,329	\$354,832	\$1,774,161
2027	\$1,447,716	\$361,929	\$1,809,644
2028	\$1,476,670	\$369,167	\$1,845,837
2029	\$1,506,203	\$376,551	\$1,882,754
2030	\$1,536,327	\$384,082	\$1,920,409
2031	\$1,567,054	\$391,763	\$1,958,817

**(1) Based on Accrual Year**

**(2) Assessed Value increased by 2% annually.**



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

**SECTION 1 -- GENERAL INFORMATION**

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

Englewood Square, LP

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

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant  
OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: \_\_\_\_\_  
OR

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

B. Business address of the Disclosing Party: 1050 E. 95th St.

Chicago, IL 60619

C. Telephone: 312-636-6937 Fax: 312-253-4440 Email: rolando@acostalawpc.com

D. Name of contact person: Rolando R. Acosta

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Negotiated Sale of approx. 5.4 acres at northwest corner of 63rd St. & Halsted

G. Which City agency or department is requesting this EDS? DHED

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☒ N/A

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

1. List below the full names and titles of all executive officers and all directors of the entity.

**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>Fresh Property Management, LLC</u>	<u>Manager</u>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Walker Family Trust	1050 East 95th St., Chicago, IL 60619	95%

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
----------------------------------------------------------------	------------------	----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Rolando R. Acosta	2949 W. Gregory St., Chicago, IL 60625		\$30,000 (est)
-------------------	----------------------------------------	--	----------------

(Add sheets if necessary)

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

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

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

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

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to



comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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

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

##### A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

F.1 The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the Federal Excluded Parties List System ("EPIS") maintained by the U.S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1 and F.2 above, and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

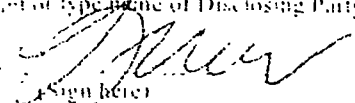
NOTE: If the Disclosing Party cannot certify as to any of the items in F.1, F.2, or F.3 above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

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

Englewood Square, LP  
(Print or type name of Disclosing Party)

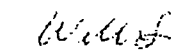
By:

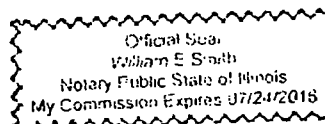
  
(Sign here)

Leon T. Walker  
(Print or type name of person signing)

Manager of General Partner  
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/6/13  
in (city) \_\_\_\_\_ County \_\_\_\_\_ Illinois \_\_\_\_\_ (state)

  
Commission expires 7/24/2016  
Notary Public



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

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

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

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

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

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

☐ Yes

☒ No

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

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

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.  
Negotiated Sale of approx. 5.4 acres at northwest corner of

This recertification is being submitted in connection with 63rd & Halsted  
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Englewood Square, LP  
(Print or type legal name of Disclosing Party)

Date: 1-12-15

By:

[Signature]  
(sign here)

Print or type name of signatory:

Leon I. Walker

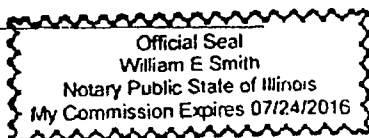
Title of signatory:

Manager of General Partner

Signed and sworn to before me on [date] January 12<sup>th</sup> 2015 by  
Leon I. Walker, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires:



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

**SECTION 1 -- GENERAL INFORMATION**

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

Fresh Property Management, LLC

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

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Englewood Square, LP

OR

3. ☒ a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: Englewood Square, LP

B. Business address of the Disclosing Party: 1050 East 95th St.

Chicago, IL 60619

C. Telephone: 312-636-6937 Fax: 312-253-4440 Email: rolando@acostalawpc.com

D. Name of contact person: Rolando R. Acosta

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Negotiated Sale of approx. 5.4 acres at northwest corner of 63rd St. & Halsted

G. Which City agency or department is requesting this EDS? DHED

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

- ☐ Yes ☐ No ☒ N/A

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

1. List below the full names and titles of all executive officers and all directors of the entity.

**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
Leon I. Walker	Manager

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Walker Family Trust	1050 E. 95th St., Chicago, IL 60619	95%

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
----------------------------------------------------------------	------------------	----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

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(Add sheets if necessary)

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

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3 The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

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

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

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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

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

##### **A. CERTIFICATION REGARDING LOBBYING**

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,  
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:



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

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

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

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

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

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

☐ Yes

☒ No

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

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

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.  
Negotiated Sale of approx. 5.4 acres at northwest corner of

This recertification is being submitted in connection with 63rd & Halsted  
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Fresh Property Management, LLC  
(Print or type legal name of Disclosing Party)

Date: 1-12-15

By: [Signature]  
(sign here)

Print or type name of signatory:

Leon I. Walker

Title of signatory:

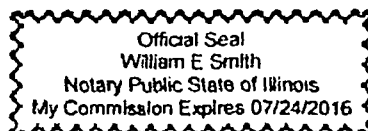
Manager

Signed and sworn to before me on [date] January 12<sup>th</sup> 2015 by  
Leon I. Walker, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires: \_\_\_\_\_

Ver. 11-01-05



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

**SECTION I -- GENERAL INFORMATION**

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

Walker Family Trust

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

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Englewood Square, LP

OR

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

B. Business address of the Disclosing Party: 1050 E. 95th St.

Chicago, IL 60619

C. Telephone: 312-636-6937 Fax: 312-253-4440 Email: rolando@acostalawpc.com

D. Name of contact person: Rolando R. Acosta

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Negotiated Sale of approx. 5.4 acres at northwest corner of 63rd St. & Halsted

G. Which City agency or department is requesting this EDS? DHED

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

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

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☒ N/A

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

1. List below the full names and titles of all executive officers and all directors of the entity.

**NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>Leon I. Walker</u>	<u>Trustee</u>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Diane Walker	1050 E. 95th St., Chicago, IL 60619	100%

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

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

## SECTION V – CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes      ☐ No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.



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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

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

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

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None

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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None

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#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

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

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

Name	Business Address	Nature of Interest

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

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

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

##### **A. CERTIFICATION REGARDING LOBBYING**

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

*The Disclosing Party understands and agrees that:*

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

F.1 - The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 - If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. L.P.A. on the Federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

F.3 - If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1 and F.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1, F.2, or F.3 above, an explanatory statement must be attached to this FDS.

#### CERTIFICATION

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

Walker Family Trust  
(Print or type name of Disclosing Party)

By

(Signature)

Leon L. Walker  
(Print or type name of person signing)

Trustee

(Print or type title of person signing)

Signed and sworn to before me on (date)  
at (City) County (State)

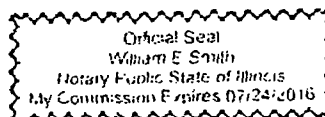
7/6/13

(Date)

Willie

Notary Public

Commission expires 7/24/16





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

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

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

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

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

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

☐ Yes

☒ No

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

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

### RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.  
Negotiated Sale of approx. 5.4 acres at northwest corner of

This recertification is being submitted in connection with 63rd & Halsted  
[Identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Walker Family Trust  
(Print or type legal name of Disclosing Party)

Date: 1-12-15

By:

[Signature]  
(sign here)

Print or type name of signatory:

Leon I. Walker

Title of signatory:

Trustee

Signed and sworn to before me on [date] January 12<sup>th</sup> 2015 by  
Leon I. Walker, at Cook County, Illinois [state].

[Signature] Notary Public.

Commission expires:

