



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2015-7169  
**Type:** Ordinance  
**File created:** 9/24/2015  
**Status:** Passed  
**In control:** City Council  
**Final action:** 11/18/2015  
**Title:** Sale of City-owned property at 5161, 5201, 5211, 5213 and 5221 W Lawrence Ave and redevelopment of land to Jefferson Park Residences LLC  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Sale  
**Attachments:** 1. O2015-7169.pdf

Date	Ver.	Action By	Action	Result
11/18/2015	1	City Council	Passed	Pass
11/9/2015	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
9/24/2015	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO  
RAHM EMANUEL MAYOR

September 24, 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.

Mayor

Very truly yours,

## ORDINANCE

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, pursuant to ordinances adopted by the City Council of the City (the "City Council") on September 9, 1998, and published in the Journal of the Proceedings of the City Council (the "Journal") of such date: a certain redevelopment plan and project ("Original Plan") for the Jefferson Park Business District Tax Increment Financing Redevelopment Project Area ("Original Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); the Original Area was designated as a redevelopment project area pursuant to the Act; and tax increment financing was adopted pursuant to the Act as a means of financing certain Original Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original Plan; and

WHEREAS, pursuant to ordinances adopted by the City Council on March 10, 1999, and published in the Journal of such date, the City Council: approved Amendment Number 1 to the Original Plan, and redefined the Original Area as the "Amended Area" (the "Amended Plan Ordinance"); designated the Amended Area as a redevelopment project area (the "Amended Designation Ordinance"); and adopted tax increment allocation financing for the Amended Area (the "Amended TIF Ordinance"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 29, 1999, and published in the Journal of such date, the City Council amended the legal descriptions set forth in Exhibit C to the Amended Plan Ordinance, Exhibit A to the Amended Designation Ordinance, and Exhibit A to the Amended TIF Ordinance (the Original Plan and the Original Area, as amended by the March 10, 1999 and the September 29, 1999 ordinances, hereinafter referred to as the "Revised Plan" and "Revised Area", respectively); and

WHEREAS, the Revised Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Revised Area; and

WHEREAS, the City owns the vacant real properties commonly known as 5161 West Lawrence Avenue ("Parcel 1") and 5201 West Lawrence Avenue ("Parcel 2"), Chicago, Illinois, which are located in the Revised Area and are legally described on Exhibit A attached hereto (collectively, the "City Land"); and

WHEREAS, the appraised fair market value of Parcel 1 is Two Hundred Twenty Thousand Dollars (\$220,000); and

WHEREAS, the appraised fair market value of Parcel 2 is Three Hundred Ten Thousand Dollars (\$310,000); and

WHEREAS, Jefferson Park Residences LLC, an Illinois limited liability company (the "Developer") desires to purchase the City Land from the City for One Dollar (\$1.00), for the development described below; and

WHEREAS, Parkway Bank and Trust Company, as trustee under the provisions of a trust agreement dated October 4, 2001, and known as trust number 13067 (the "Trust"), is in title to the properties commonly known as 5211, 5213 and 5221 W. Lawrence Avenue, Chicago, Illinois, which are legally described in Exhibit B attached hereto (collectively, the "Developer Parcel") (the City Land, together with the Developer Parcel, the "Property"); and

WHEREAS, Demetrios Kozonis is the sole owner and sole manager of the Developer, as well as the sole beneficiary of the Trust, with sole power of direction; and

WHEREAS, as a condition to the City's conveying the City Land to the Developer, the City requires that the Developer enroll the Property in the Illinois Environmental Protection Agency 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, and, after conveyance of the City Land, obtain a Final Comprehensive No Further Remediation Letter; and

WHEREAS, the Developer proposes to develop on Parcel 1 off-site parking that will accommodate twenty-one (21) vehicles, and to develop on Parcel 2 and the Developer Parcel a four-story, thirty-nine (39) unit apartment building, with 9,900 s.f. of ground floor retail, and 13,800 s.f. of indoor residential parking that will accommodate forty-one (41) vehicles (the "Project"); and

WHEREAS, because the Developer intends to develop a residential housing project on the Property, the Developer is required to establish ten percent (10%) of the housing units as affordable housing or pay the City a fee in lieu of the development of such affordable housing units (such fee equal to One Hundred Thousand and 00/100 Dollars (\$100,000) for each affordable housing unit not developed as part of the Project), in accordance with Chapter 2-45-110 of the Municipal Code of Chicago, as amended (the "Affordable Requirements Ordinance"); and

WHEREAS, in order to comply with the Affordable Requirements Ordinance and as additional consideration for the transfer of the City Land, the Developer shall lease four (4) residential units in the Project as "Affordable Housing", as that term is defined in the Affordable Requirements Ordinance; and

WHEREAS, by Resolution No. 15-089-21, adopted by the Plan Commission of the City (the "Plan Commission") on September 17, 2015, the Plan Commission recommended the sale of the City Land to the Developer; and

WHEREAS, by Resolution No. 15-CDC-26 adopted on September 8, 2015, the Community Development Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the disposition of the City Land and to request alternative proposals; and

WHEREAS, the use of the Property for the Project is consistent with the Revised Plan;  
and

WHEREAS, public notices advertising the intent of the Department to enter into a

negotiated sale with the Developer and requesting alternative proposals appeared in the Chicago Sun-Times on September 11 and 25, and October 2, 2015; and

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

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

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

SECTION 2. The sale of the City Land to the Developer in the amount of One Dollar (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, 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.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City Land to the Developer, or to a land trust of which either entity is the sole beneficiary, or to an entity of which the Developer is the sole owner and the controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. 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 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A**

**Legal Description of City Land**

**(SUBJECT TO FINAL TITLE COMMITMENT AND SURVEY)**

**PARCEL 1:**

**LOT 1 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, A SUBDIVISION OF PART OF LOTS 2 TO 5 OF SCHOOL TRUSTEES' SUBDIVISION, IN SECTION . 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N.: 13-16-200-001-0000

Commonly known as: 5161 West Lawrence Avenue, Chicago, Illinois 60630

**PARCEL 2:**

LOTS 1, 2 AND 3, ALL IN PAPANЕК KOVAK AND COMPANY'S SUBDIVISION OF LOT 19 IN SCHULTZ, GOVEN AND HANSON SUBDIVISION OF LOTS 14 TO 21 IN SUBDIVISION OF LOT 20 OF BLOCK 47 AND BLOCKS 51 TO 53 IN VILLAGE OF JEFFERSON IN SECTIONS 8, 9 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-16-106-039-0000

Commonly known as: 5201 West Lawrence Avenue, Chicago, Illinois 60630

**EXHIBIT B**

**Legal Description of Developer Parcel**  
(Subject to Final Title Commitment and Survey)

LOTS 4 THROUGH 8, INCLUSIVE, AND THE LOT 9 (EXCEPT THE WEST 20 FEET OF LOT 9), ALL IN PAPANЕК KOVAK AND COMPANY'S SUBDIVISION OF LOT 19 IN SCHULTZ, GOVEN AND HANSON SUBDIVISION OF LOTS 14 TO 21 IN SUBDIVISION OF LOT 20 OF BLOCK 47 AND BLOCKS 51 TO 53 IN VILLAGE OF JEFFERSON IN SECTIONS 8, 9 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s:	13-16-106-020-0000	13-16-106-021-0000
	13-16-106-041-0000	13-16-106-042
	-0000	

Commonly known as: 5211, 5213, and 5221 West Lawrence Avenue, Chicago, Illinois 60630

**EXHIBIT C Redevelopment Agreement**

[Attached]

This Document Prepared by and After  
Recording Return To:

Arthur Dolinsky, Senior Counsel City of  
Chicago Department of Law Real Estate  
Division 121 North LaSalle Street Room 600  
Chicago, Illinois 60602 (312) 744-  
0200

## 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, as may be amended from time to time ("Agreement"), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development (together with any successor department thereto, the "Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and JEFFERSON PARK RESIDENCES LLC, an Illinois limited liability company ("Developer"), located at 4849 North Milwaukee Avenue, Suite 302, Chicago, Illinois 60630.

### RECITALS

WHEREAS, pursuant to ordinances adopted by the City Council of the City (the "City Council") on September 9, 1998, and published in the Journal of the Proceedings of the City Council (the "Journal") of such date: a certain redevelopment plan and project ("Original Plan") for the Jefferson Park Business District Tax Increment Financing Redevelopment Project Area ("Original Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); the Original Area was designated as a redevelopment project area pursuant to the Act; and tax increment financing was adopted pursuant to the Act as a means of financing certain Original Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original Plan; and

WHEREAS, pursuant to ordinances adopted by the City Council on March 10, 1999, and published in the Journal of such date, the City Council: approved Amendment Number 1 to the Original Plan, and redefined the Original Area as the "Amended Area" (the "Amended Plan

Ordinance"); designated the Amended Area as a redevelopment project area (the "Amended Designation Ordinance"); and adopted tax increment allocation financing for the Amended Area (the "Amended TIF Ordinance"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on September 29, 1999, and published in the Journal of such date, the City Council amended the legal descriptions set forth in Exhibit C to the Amended Plan Ordinance, Exhibit A to the Amended Designation Ordinance, and Exhibit A to the Amended TIF Ordinance (the Original Plan and the Original Area, as amended by the March 10, 1999 and the September 29, 1999 ordinances, hereinafter referred to as the "Revised Plan" and "Revised Area", respectively); and

WHEREAS, Jefferson Park Residences LLC, an Illinois limited liability company (the "Developer") desires to purchase from the City, for One Dollar (\$1.00), the vacant real properties commonly known as 5161 West Lawrence Avenue ("Parcel 1") and 5201 West Lawrence Avenue ("Parcel 2"), Chicago, Illinois, which are located in the Revised Area and are legally described on Exhibit A attached hereto (collectively, the "City Land"), in order to redevelop the City Land as herein provided; and

WHEREAS, the appraised fair market value of Parcel 1 is Two Hundred Twenty Thousand Dollars

(\$220,000); and

WHEREAS, the appraised fair market value of Parcel 2 is Three Hundred Ten Thousand Dollars (\$310,000); and

WHEREAS, Parkway Bank and Trust Company, as trustee under the provisions of a trust agreement dated October 4, 2001, and known as trust number 13067 (the "Trust"), is in title to the properties commonly known as 5211, 5213 and 5221 W, Lawrence Avenue, Chicago, Illinois, which are legally described in Exhibit A-1 attached hereto (collectively, the "Developer Parcel") (the City Land, together with the Developer Parcel, the "Property"); and

WHEREAS, Demetrios Kozonis is the sole owner and sole manager of the Developer, as well as the sole beneficiary of the Trust, with sole power of direction; and

WHEREAS, as a condition to the City's conveying the City Land to the Developer, the City requires that the Developer enroll the Property in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 c1 seq., and the regulations promulgated thereunder (the "SRP"), and, after conveyance of the City Land, obtain a Final Comprehensive No Further Remediation Letter; and

WHEREAS, the Developer intends to develop on Parcel 1 off-site parking that will accommodate twenty-one (21) vehicles, and to develop on Parcel 2 and the Developer Parcel a four-story, thirty-nine (39) unit apartment building (the "Building"), with 9,900 s.f. of ground floor retail, and 13,800 s.f. of indoor residential parking that will accommodate forty-one (41) vehicles, as more fully described on Exhibit B attached hereto (the "Project"); and

WHEREAS, because the Developer intends to develop a residential housing project on the Property, the Developer is required to establish ten percent (10%) of the housing units as affordable housing or pay the City a fee in lieu of the development of such affordable housing units (such fee equal to One Hundred Thousand and 00/100 Dollars (\$100,000) for each affordable housing unit not developed as part of the Project), in accordance with Chapter 2-45-110 of the Municipal Code of Chicago, as amended (the "Affordable Requirements Ordinance" or "ARO"); and

WHEREAS, in order to comply with the Affordable Requirements Ordinance and as additional consideration for the transfer of the City Land, the Developer shall lease four (4) residential units in the Project as "Affordable Housing", as that term is defined in the Affordable Requirements Ordinance; and

WHEREAS, the City Council, pursuant to an ordinance adopted on . 2015 (the "Ordinance Date"), and published in the Journal of such date at pages through , authorized the sale of the City Land to the Developer for One Dollar (\$1.00), subject to the execution, delivery and recording of this Agreement, and in consideration of the Developer's fulfillment of its obligations under this Agreement, including the obligation to complete the Project; 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 recitals set forth above 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. PURCHASE PRICE / EARNEST MONEY / PERFORMANCE DEPOSIT / DUE DILIGENCE PERIOD.**

1 Purchase Price. Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the City Land to the Developer, and the Developer agrees to purchase the City Land from the City, for One Dollar (\$1.00) (the "Purchase Price") to be paid by certified check or wire transfer of immediately available funds, on the City Land Closing Date (defined in Section 3).

2 Earnest Money. [Intentionally omitted.]

3 Performance Deposit. The City acknowledges that the Developer has deposited with the City Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$26,500), as security for the performance of the Developer's obligations under this Agreement ("Performance Deposit"). Upon the Developer's receipt of the Certificate of Completion (as defined in Section 12), the

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Developer shall submit a request for a return of the Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such request.

2.4 Due Diligence Period. The Developer shall have sixty (60) days following the RDA Closing Date (as defined in Section 3.1) (such 60-day period, or if extended, the "Due Diligence Period") to perform due diligence. The Commissioner of the Department, whether acting or actual (the "Commissioner") shall have the discretion to extend the Due Diligence Period by up to thirty (30) days for good cause shown by issuing a written extension letter. Within ten (10) days of the commencement of the Due Diligence Period, the City shall deliver to the Developer copies of all environmental and geotechnical studies and reports relating to the City Land in the City's possession. During the Due Diligence Period, the Developer shall have the right to (a) waive due diligence at any time and deliver to the City a notice to proceed to the City Land Closing or (b) terminate this Agreement for any reason or no reason by written notice to the City. If the Developer terminates this Agreement, the parties shall thereafter have no further rights or obligations under this Agreement. If the Developer delivers the notice to proceed and provided the requirements of Section 3.2 have been satisfied, the City shall transfer the City Land to the Developer in accordance with this Agreement. Notwithstanding anything in this Agreement to the contrary, following the expiration of the Due Diligence Period, the Developer shall not have any right to terminate this Agreement.

## **SECTION 3. CLOSINGS.**

1 RDA Closing. The closing of the Agreement between the City and the Developer (the "RDA Closing", which occurs on the "RDA Closing Date") shall take place at the downtown offices of Greater Illinois Title Company, 120 North LaSalle Street, Suite 900, Chicago IL 60602, or such other title company as may be selected by the Developer (the "Title Company"). In no event shall the RDA Closing occur (1) until and unless the conditions precedent set forth in Section 8.1 are all satisfied, unless the Department, in its sole and absolute discretion, waives one or more of such conditions; and (2) any later than March 31, 2016 (the "Outside RDA



Closing Date"), unless, at the Developer's request, the Department, in its sole and absolute discretion, extends the Outside RDA Closing Date. The Developer shall pay to record this Agreement and any other documents incident to RDA Closing.

2 City Land Closing. Provided that the Developer has not terminated this Agreement prior to the expiration of the Due Diligence Period, the closing of the transfer of the City Land from the City to the Developer (the "City Land Closing", which occurs on the "City Land Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the City Land Closing occur (1) until and unless the conditions precedent set forth in Section 8.2 are all satisfied, unless the Department, in its sole and absolute discretion, waives one or more of such conditions; and (2) any later than May 31, 2016 (the "Outside City Land Closing Date"), unless, at the Developer's request, the Department, in its sole and absolute discretion, extends the Outside City Land Closing Date. The Developer shall at any time prior to the Outside City Land Closing Date deliver a notice to proceed to the City, and, provided all other terms and conditions to the City Land Closing have been satisfied (or will be satisfied as of the Closing Date), the City shall transfer the City Land to the Developer promptly following

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receipt of the notice to proceed. At the City Land Closing, the City shall deliver to the Developer: (a) the Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession of the City Land.

#### SECTION 4. CONVEYANCE OF TITLE.

1 Form of Deed. At the City Land Closing, the City shall convey the City Land to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, to the following:

- a. the Revised Plan for the Revised Area;
- b. standard exceptions in an ALTA title insurance policy, if applicable;
- 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 that may exist; and
- f. any and all exceptions caused by the acts of the Developer or its agents.

2 Recording Costs. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the City Land to the Developer.

3 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

#### SECTION 5. TITLE, SURVEY AND REAL ESTATE TAXES.

1 Title Commitment and Insurance. Not less than fourteen (14) days before the anticipated City Land Closing Date, the Developer shall order a current title commitment for the City Land issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the City Land Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap"

undertakings, title indemnities and similar liabilities) at or prior to the City Land Closing. At the City Land Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the City Land.

2 Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the City Land.

3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the City Land during the Due Diligence Period, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale, or a petition for exemption. If, after using such reasonable efforts, the City is unable to obtain the waiver or

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release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (1) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price; or (2) terminate this Agreement by delivery of written notice to the City, in which event the City will return the Performance Deposit to the Developer and this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions that were not waived or released. In addition, after the City Land Closing Date, the City agrees to cooperate with the Developer and execute such documents as reasonably may be necessary to cause the Assessor's Office and/or Board of Review to change the real estate tax status of the City Land.

## **SECTION 6. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for and obtain all necessary building permits and other approvals, including, without limitation, a planned development and zoning approval (collectively, the "Governmental Approvals") necessary to construct the Project, prior to the City Land Closing Date, unless the Department, in its sole and absolute discretion, agrees to waive such requirement.

## **SECTION 7. PROJECT BUDGET AND PROOF OF FINANCING.**

The total budget for the Project is currently estimated to be Fifteen Million Nine Hundred Thirty Thousand and 00/100 Dollars (\$15,930,000.00) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the City Land Closing Date, the Developer shall submit to the Department for approval: (1) a final budget for the Project which is for an amount not more than five percent (5%) less than the Preliminary Project Budget (the "Final Project Budget"); and (2) evidence of funds adequate to construct the Project, as shall be acceptable to the Department, in its sole and absolute discretion (the "Proof of Financing").

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

8.1 RDA Closing. The obligations of the City to "close" this Agreement are contingent upon the Developer's satisfaction of the obligations set forth in Section 8.1(A) through Section 8.1(E) no later than forty-

five (45) days following the Ordinance Date, or by such other date as may be specified, unless waived or extended in writing by the Commissioner, in the Commissioner's sole and absolute discretion:

A. Legal Opinion. The Developer shall have delivered to the City a legal opinion stating, in part, that the Developer has been duly organized and that the Developer is duly authorized to enter into this Agreement. Such opinion shall be in a form and substance reasonably acceptable to the City's Corporation Counsel.

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

C. Organization and Authority Documents. The Developer shall have delivered to the City articles of organization, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois; a Certificate of Good Standing dated no more than thirty (30) days prior to the RDA Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer; and operating agreement, resolutions and such other organizational documents as the City may reasonably request.

D. Representations and Warranties. On the RDA Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

E. Other Obligations. On the RDA Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as of the RDA Closing Date.

F. Developer Election Not to Proceed. At any time following the Ordinance Date but prior to the expiration of the Due Diligence Period, the Developer may elect not to proceed with the transaction by delivering written notice to the City. If the Developer elects not to proceed, the Developer shall deliver notice to the City.

G. City Right to Terminate. If any of the conditions in this Section 8.1 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement after (a) delivery of written notice to the Developer at any time after the expiration of the applicable time period, stating the condition or conditions that have not been fulfilled, and (b) providing the Developer with forty-five (45) days to fulfill those conditions. If, after receiving notice and an opportunity to cure as described in the preceding sentence, the Developer still has not fulfilled the applicable conditions to the City's reasonable satisfaction, this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

8.2 City Land Closing. The obligations of the City to close on the conveyance of the City Land to the Developer are contingent upon each of the following items in Section 8.2(A) through Section 8.2(M) being

satisfied at least fourteen (14) days prior to the City Land Closing Date, or by such other date as may be specified, unless waived or extended in writing by the Commissioner, in the Commissioner's sole and absolute discretion:

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A. Final Governmental Approvals. Developer shall have delivered to the City evidence of its receipt of all Governmental Approvals necessary to construct the Project.

B. Budget and Proof of Financing. The City shall have approved the Developer's Final Project Budget and Proof of Financing.

C. Simultaneous Loan Closing. The Developer shall close the financing necessary for the construction of the Project in advance of, or simultaneously with, the City Land Closing.

D. Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on any liability insurance policies (\$1M per occurrence and \$2M aggregate) and as a loss payee (subject to the rights of any permitted mortgagee) on any property insurance policies from the City Land Closing Date through the date the City issues the Certificate of Completion. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

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

F. Subordination Agreement. If the RDA Closing and City Land Closing are concurrent, then, prior to recording any mortgage approved pursuant to Section 8.2.B., the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender agrees to subordinate the lien of its mortgage to the covenants running with the land, or such other subordination assurance as the Corporation Counsel shall deem acceptable (such agreement or assurance, a "Subordination Agreement").

G. MBE/WBE and Local Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department regarding compliance with the MBE/WBE and other requirements set forth in Section 22. and at least fourteen (14) days prior to the City Land Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 22.4.

H. Representations and Warranties. On the City Land Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

I. Other Obligations. On the City Land Closing Date, the Developer shall

have performed all of the other obligations required to be performed by the Developer under this

Agreement as of the City Land Closing Date.

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J. Reconveyance Deed. Prior to the conveyance of the City Land to the Developer, the Developer shall deliver to the City a special warranty deed for the City Land in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 18.3 below.

K. Enrollment in SRP. The Developer shall have enrolled the Property in the SRP.

L. Affordable Housing Covenant and Lien. The Developer shall have executed an Affordable Housing Covenant and Lien in the form attached hereto as Exhibit C. The Developer shall pay all costs associated with the recording of such covenant and lien.

M. Letter of Interest. The Developer shall have delivered to the City letters of interest for at least fifty percent (50%) of the total square footage of the retail space to be developed on Parcel 2 and the Developer Parcel.

N. Right to Terminate. If any of the conditions in this Section 8.2 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement after (a) delivery of written notice to the Developer at any time after the expiration of the applicable time period, stating the condition or conditions that have not been fulfilled, and (b) providing the Developer with forty-five (45) days to fulfill those conditions. If, after receiving notice and an opportunity to cure as described in the preceding sentence, the Developer still has not fulfilled the applicable conditions to the City's reasonable satisfaction, this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## **SECTION 9. SITE PLANS AND ARCHITECTURAL DRAWINGS.**

9.1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plan, specifications and architectural drawings prepared by Archamerica, Inc., 1900 Nations Drive, Suite 201, Gurnee, IL 60031, which have been approved by the Department and which are attached hereto as Exhibit D (collectively, the "Working Drawings and Specifications"). No material deviation from the Working Drawings and Specifications may be made without the Department's prior written approval. If the Developer submits and the Department approves revised design development drawings and specifications after the date of this Agreement, the term "Working Drawings and Specifications" as used herein shall refer to the revised design development drawings and specifications upon the Department's written approval of the same. Notwithstanding the foregoing, if after the date of this Agreement the City Council approves a planned development ordinance governing the Property, and as part of the process of approving such ordinance the Department approves the drawings attached to same, the term "Working Drawings and Specifications" as used herein shall refer to the revised site plan, specifications and architectural drawings, as applicable, attached to such planned development ordinance.

2 Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (1) the relocation, installation or construction of public or private utilities located on the Property; (2) the relocation, installation and construction of any curb cuts and driveways; (3) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (4) the removal of existing pipes, utility equipment or building foundations located on the Property; and (5) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project, must be approved by the City in accordance with standard City procedures for such work.

3 Inspection by the City. For the period commencing on the City Land Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

4 Barricades and Signs. Upon the City's request, the Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

## **SECTION 10. LIMITED APPLICABILITY.**

The approval of any Working Drawings and Specifications by the Department's Bureau of Economic Development is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings, any other Department Bureau (such as, but not limited to, the Department's Bureau of Zoning), or any other City department; nor does the approval by the Department pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by the Department shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

## **SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT.**

Subject to the receipt of all necessary Government Approvals, the Developer shall commence construction of the Project no later than ten (10) days following the City Land Closing Date and shall complete the Project, as reasonably determined by the Department and

evidenced by a Certificate of Completion, no later than eighteen (18) months following the City Land Closing

Date.

The Commissioner shall have discretion to extend the Project construction commencement and completion dates for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of the Project.

The Project shall be constructed in accordance with all applicable Laws.

## **SECTION 12. CERTIFICATE OF COMPLETION.**

Upon the later of completion of the Project and the Developer's providing the Department with a copy of the Final Comprehensive No Further Remediation Letter for the Property, the Developer shall request from the City a certificate, of completion (the "Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of the Department, for the Developer to take or perform in order to obtain the Certificate of Completion. If the Department requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section 17) with respect to the Developer's obligations to construct the Project. The recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of Developer's covenant to secure a Final Comprehensive No Further Remediation Letter for the Property.

## **SECTION 13. RESTRICTIONS ON USE.**

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

1 The Developer shall construct the Project in accordance with the Working Drawings and Specifications, this Agreement and all applicable Laws.

2 The Developer shall not, in violation of applicable law, 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 any part thereof, except as permitted by applicable law.

3 The Developer shall devote the Property to one or more uses that are consistent with the Revised Plan for so long as the Revised Plan remains in effect.

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13.4 Commencing one (1) year after the City's issuance of the Certificate of Completion, and annually thereafter, the Developer shall submit to the Department a report ("Report") which includes: (i) Developer's audited financial statements for the preceding calendar year; and (ii) documentation evidencing the Developer's payment of real estate taxes, if any, owed on the Property. Each Report must be submitted to the Department within thirty (30)

days following the completion of the applicable one (1) year period.

13.5 The Developer shall devote the Property to one or more uses permitted within a planned development to be approved by City Council or such other zoning classification that governs the Property.

#### **SECTION 14. TRANSFER OF PROPERTY; TRANSFER OF INTERESTS IN DEVELOPER.**

A. Restriction on Transfer Prior to Issuance of Certificate of Completion. Prior to the City's issuance of the Certificate of Completion, as provided herein, the Developer may not, without the prior written consent of the Department, which consent shall be in the Department's sole and absolute 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 leases of tenant space in the Building and further except for sales, transfers, conveyances, leases or other dispositions to an "Insider Party" (as defined in Section 14.F. below); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that the Department 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, members 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. In the event of a proposed sale, transfer, conveyance, lease or other disposition of all or any portion of the Property, the Developer shall provide the City copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed purchaser, transferee or assignee, as applicable, regarding this Agreement and such other information as the City may reasonably request. The proposed purchaser, transferee or assignee (including any purchaser, transferee or assignee that is an Insider Party), must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

B. Transfer of Property Within Ten (10) Years Following Issuance of Certificate of Completion. If the Developer sells the Property within ten (10) years following the City's issuance of the Certificate of Completion (except for sales, transfers, conveyances, leases or other dispositions to an Insider Party), the Developer shall pay to the City as follows:

(i) if the Net Sale Proceeds are greater than or equal to the dollar amount of the Developer's equity contribution to the Project plus FMV of the City Land, then the Developer

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shall pay to the City a dollar amount equal to the sum of the "FMV of the City Land" and fifty percent (50%) of the Net Profit;

ii) if the Net Sales Proceeds are greater than One Dollar (\$1.00), but less than the dollar amount of the Developer's equity contribution to the Project plus FMV of the City Land, then the Developer shall pay to the City on a pari passu basis a pro rata dollar amount equal to the FMV of the City Land divided by (the FMV of the City Land plus the dollar amount of the Developer's equity contribution to the Project); or



iii) if the Net Sales Proceeds are negative (i.e., the Property is sold for a loss), then the Developer does not owe any money to the City pursuant to this Section 14.B.

For purposes of this Section 14.B., the following definitions shall apply:

2.5%RQ1 Amount: Dollar amount which represents 2.5% project ROI (determined using a method of calculation acceptable to the Department).

FMV of the City Land: The fair market value of the City Land, valued without improvements, as of date of the Developer's sale of the Property, as determined by an appraiser selected by the City and paid for by the Developer.

Net Profit: Net Sale Proceeds minus FMV of the City Land, which will be paid on a pari passu basis with a return of Developer's equity to Developer minus 2.5%RQ1 Amount.

Net Sale Proceeds: Gross sales price at which the Developer sells the Property to a third-party less closing costs and commissions less the dollar amount of the mortgage that was approved by the Department.

C. Transfer Does Not Occur Within Ten (10) Years Following Issuance of Certificate of Completion. If the Developer does not sell the Property within ten (10) years following the City's issuance of the Certificate of Completion, then:

i) if the Developer's project ROI (determined using a method of calculation acceptable to the Department) is greater than 2.5% for the period commencing on the date the City issues the Certificate of Completion and ending ten years following such date, the ■ Developer shall pay the City \$636,000 (which amount equals the appraised fair market value of the City Land as of November 8, 2014, plus an annual 2% increase).

ii) if the Developer's average annual ROI (determined using a method of calculation acceptable to the Department) is 2.5% or less for the period commencing on the date the City issues the Certificate of Completion and ending ten (10) years following such date, the Developer shall not owe the City any funds with respect to this Section 14.

D. City Lien. Concurrent with the City Land Closing, the City shall record a lien in the amount of Six Hundred Thirty-Six Thousand Dollars (\$636,000), which lien shall be

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subordinated to any construction or primary loan that is associated with the Project and has been approved by the Department. The Developer shall complete all documents required by the City in connection with the recording of such lien.

E. Transfer of Interests in the Developer. 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 City's issuance of the Certificate of Completion to anyone other than an Insider Party, without the prior written consent of the Department, which consent shall be in the Department's sole and absolute discretion. The Developer must disclose the identity of all members to the City at the time such

members obtain an interest in the Developer. >

P. Insider Party. For purposes of this Section 14, "Insider Party" means an individual or entity that is eligible to do business with the City, and that satisfies one or more of the following criteria:

- i) existing (as of the Effective Date) shareholder, partner, or member of the Developer;
- ii) a spouse and/or issue or an entity solely controlled by a spouse and/or issue of any existing (as of the Effective Date) shareholders, partners, or members of the Developer;
- iii) the trustee(s) of a testamentary trust for the benefit of the spouse and/or issue of any existing (as of the Effective Date) shareholders, partners, or members of the Developer, that succeeded to Developer's interest upon any existing (as of the Effective Date) shareholders, partners, or members of the Developer's death, divorce, or legal separation; or
- iv) a new entity solely composed of any existing (as of the Effective Date) shareholders, partners, or members of the Developer and their spouse and/or issues.

#### **SECTION 15.           LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the issuance of the Certificate of Completion, the Developer shall not, without the Department's prior written consent, which consent shall be in the Department's sole and absolute discretion, engage in any financing or other transaction which creates a financial encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds related to the Proof of Financing or otherwise necessary to construct the Project in substantial accordance with the Final Project Budget; and (c) after construction, funds necessary to own, maintain and operate the Property and the Project in accordance with the requirements of this Agreement. After the issuance of the Certificate of Completion, no City consent shall be required for any type of financing or other transaction which creates a financial encumbrance or lien on the Property.

#### **SECTION 16.           MORTGAGEES NOT OBLIGATED TO CONSTRUCT**

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Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate or nominee 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 17, and at the City Land Closing shall execute a Subordination Agreement as provided in Section 8.2. If any such mortgagee, affiliate or nominee succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party (that is not also a mortgagee, its affiliate or nominee), 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 17.

#### **SECTION 17.           COVENANTS RUNNING WITH THE LAND.**

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 11 (Commencement and Completion of Project), Section 13 (Restrictions on Use), and Section 14 (Transfer of Property; Transfer of Interests in Developer) and Section 15 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitations set forth in Section 16 above as to any permitted mortgagee, affiliate or nominee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 11, and Section 13.1 shall terminate upon the issuance of the Certificate of Completion. The covenants contained in Section 13.2 shall remain in effect without limitation as to time. The covenants contained in Section 13.3 shall terminate upon the expiration of the Revised Plan, as such expiration may be amended from time to time in accordance with and pursuant to applicable law. The covenants contained in Section 13.4 shall terminate ten (10) years following the City's issuance of the Certificate of Completion. The covenant contained in Section 13.5 shall terminate upon the expiration of the applicable planned development, as such planned development may be amended from time to time in accordance with and pursuant to applicable law. The covenants contained in Section 14 shall terminate on the date that is ten (10) years after the date on which the City issues the Certificate of Completion, unless terminated in writing at an earlier date in the sole and absolute discretion of the Commissioner. The covenants contained in Section 15 shall terminate on the date the City issues the Certificate of Completion. - All terminations referenced in this Section 17 shall occur as and when set forth herein and shall not require additional City action such as issuance of a release or further authorization by City Council.

## **SECTION 18. PERFORMANCE AND BREACH.**

1 Time of the Essence. Time is of the essence in each party's performance of their respective obligations under this Agreement.

2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited

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to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, material shortages, and unusually severe weather or delays of contractors or subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests it in writing of the City within thirty (30) days after the beginning of any such delay.

### 18.3 Breach

- a. Generally. If the Developer defaults in performing its obligations under this Agreement, the City shall deliver written notice of such default, after which the Developer shall have a 45-day cure period to remedy such default. If the default is not capable of being cured within the 45-day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 45-day period, and thereafter diligently prosecutes such cure through to completion, then the 45-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel

specific performance.

No notice or cure period shall apply to a failure to close by the respective dates as set forth in Section 3 herein, as such dates may have been extended by the Commissioner, in his sole and absolute discretion. Unless the failure to close is due to circumstances described in Section 18.2. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by any of the dates set forth in Section 3 shall entitle the City to terminate this Agreement.

b. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required):

1. The Developer fails to perform any obligation of the Developer under this Agreement; which default is not cured pursuant to Section 18.3.a.; or
2. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 18.3.a.; or
3. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now

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or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

4. Except as excused by Section 18.2 above, the Developer abandons or substantially suspends the construction work for a period of time greater than 60 days (no notice or cure period shall apply); or
5. Unless being contested in good faith by the Developer, the Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 18.3(a); or
6. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or
7. The Developer's financial condition or operations adversely change to such an extent that would materially and adversely affect the Developer's ability to complete the Project, which default is not cured pursuant to Section 18.3.a.; or
8. The Developer fails to perform, keep or observe any of the other covenants, promises, agreements, or obligations under this Agreement, including but not limited to, the

covenants set forth in Sections 13 and 17 herein, or any other written agreement entered into with the City with respect to this Project, which default is not cured pursuant to Section 18.3.a.; or

9. Failure to close by the Outside RDA Closing Date or the Outside City Land Closing Date, as such date may be extended by the Department in its sole and absolute discretion in accordance with Section 3 of this Agreement (no notice or cure period shall apply); or
10. Failure to commence or completion construction in accordance with the timeframes set forth in Section 11 of this Agreement.

c. Prior to Conveyance. Prior to the City Land Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided herein, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against the Developer.

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After Conveyance. If an Event of Default occurs after the City Land Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in this Section 18.3, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity. If there is an Event of Default for failure to complete the Project in accordance with the timeframe set forth in Section 11, then the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, revest title to the Property in the City and record the Reconveyance Deed (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If title to the Property reverts in the City pursuant to the Right of Reverter, 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 (except those permitted by Section 15) 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 (i) were on title as of the date and time that the City conveyed the Property to the Developer and (ii) utility easements.

Notwithstanding the foregoing to the contrary, prior to the City's exercise of its Right of Reverter, the City shall provide written notice to the Developer of its intent to exercise its Right of Reverter. The City shall grant the Developer an additional period of time such that the Developer has a total of ninety (90) days (from the date of the initial notice of default) to cure the applicable Event of Default, and, if the default is not capable of being cured within such 90-day period, and provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 90-day period, and thereafter diligently prosecutes such cure through to completion, then the 90-day period shall be extended for the length of time that is reasonably necessary to cure the default.

The City's Right of Reverter shall terminate on the later of (i) the date that is ten (10) years after the date on which the City issues the Certificate of Completion or (11) the date on which the City receives from the Developer all amounts owed to

the City pursuant to Section 14.

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

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Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

#### **SECTION 19. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, 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 entity or association 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 on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

#### **SECTION 20. INDEMNIFICATION.**

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively "Losses") suffered or incurred by the City arising from or in connection with: (1) a Developer Event of Default that has occurred; (2) the failure of the Developer or any of Developer's contractors, subcontractors or agents to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (3) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (4) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 21 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City; provided, however, the Developer shall have no obligation to indemnify the City for Losses to the extent such Losses are caused by the City or its agents. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination).

#### **SECTION 21. ENVIRONMENTAL MATTERS.**

21.1 "AS IS" SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. 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

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INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. 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 ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK (AS DEFINED BELOW) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE. "Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

2 Right of Entry. During the Due Diligence Period, the City shall grant the Developer the right, at its sole cost and expense, to enter the Property pursuant one or more right of entry agreements to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property. The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property; provided, however, that such delivery shall not be deemed to be a representation or warranty as to the accuracy or completeness of any such report.

3 Environmental Remediation. The Developer shall enroll the Property in the SRP and undertake all remediation work that may be needed on the Property promptly after the City Land Closing in order to obtain a Final Comprehensive No Further Remediation Letter, and obtain such Final Comprehensive No Further Remediation Letter. The contractors selected by the Developer, and the terms of the contract ("Remediation Contract") must be approved by the City, which approval shall not be unreasonably withheld, prior to the commencement of any remediation work on the Property. The Developer shall be solely responsible for all site preparation costs, including, but not limited to, the removal of soil, pre-existing building foundations, soil exceeding the IEPA's Tiered Approach to Cleanup Objectives for the proposed uses of the Property, and demolition debris, and the removal, disposal, storage, remediation, removal or treatment of Hazardous Waste (as defined in Section 21.6) from the Property.

The City, acting through its Department of Fleet and Facility Management, and any successor department thereto ("DFFM") shall have the right to review and approve the Draft No Further Remediation Letter (the "Draft NFR Letter").

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After DFFM approves the Draft NFR Letter, the Developer covenants and agrees to complete all investigation, removal, response, disposal, remediation and other activities ("Remediation Work") necessary to obtain (as applicable) a Final Comprehensive No Further Remediation Letter from the IEPA approving the use of the Property for the Project, based on the Draft NFR Letter ("Final NFR Letter"). The Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report (collectively, the "SRP Documents") and any changes thereto. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work and any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all SRP Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work.

The Developer acknowledges and agrees that the City will not issue a Certificate of Completion or a Certificate of Occupancy for the Project until the IEPA has issued, and the City has approved, a Final Comprehensive NFR Letter for the Property.

The Developer must abide by the terms and conditions of the Final NFR letter.

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

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with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the City Land Closing Date. Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the



Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the City Land Closing Date.

5 Release Runs with the Property. The covenant of release in Section 21.4 'above 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 Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 21.4 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the City Land Closing Date.

6 Survival. This Section 21 shall survive the City Land Closing Date or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

22.1 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, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are

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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 print solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and

provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

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

d) The Developer, in order to demonstrate compliance with the terms of this Section 22.1, shall cooperate with and promptly and accurately respond to reasonable 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 22.1 shall be a basis for the City to pursue remedies under the provisions of Section 18.

**22.2 City Resident Employment Requirement.** The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent): provided, however, that doing so does not violate a collective bargaining agreement of Developer or an Employer and that in addition to

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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.

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

b) "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.

c) 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 Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

d) The Developer and the Employers shall submit weekly certified payroll reports (U.S.

Department of Labor Form WH-347 or equivalent) to the Department 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.

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

f) At the direction of the Department, 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.

g) 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 22.2 concerning the worker hours performed by actual Chicago residents.

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(h) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 22.2 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 22.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Final Project Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(i) 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.

(j) The Developer shall cause or require the provisions of this Section 22.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

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

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority-and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 22.3, 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 22.3 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

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Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

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

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

c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture,

or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 22.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of the Department.

d) The Developer shall deliver quarterly reports to the City's monitoring staff 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

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Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

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

f) Any reduction or-waiver of the Developer's MBE/WBE commitment as described in this Section 22.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

22.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the City Land Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with the Department monitoring staff regarding compliance with all Section 22 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 22, 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 22 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 22, 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: (w) issue a written demand to the Developer to halt construction of the Project, (x) withhold any further payment of any City funds to the Developer or the general contractor, or (y) seek any other remedies against the Developer available at law or in equity.

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**REPRESENTATIONS AND WARRANTIES.**

1       Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement, as of the RDA Closing Date and as of the City Land Closing Date, the following shall be true and correct in all respects:

- a. The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.
- b. All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.
- c. The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.
- d. To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (a) affect the ability of the Developer to perform its obligations hereunder; or (b) materially affect the operation or financial condition of the Developer.
- e. To the best of the Developer's knowledge, the Project will not violate: (a) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (b) any building permit, restriction of record or other agreement affecting the Property.

2       Representations and Warranties of the City. To induce the Developer to execute this Agreement

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

3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 23 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

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### PROVISIONS NOT MERGED WITH DEED.

The provisions 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 provisions of this Agreement.

### SECTION 25. HEADINGS.

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

### SECTION 26. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

### SECTION 27. SEVERABILITY.

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

### SECTION 28. 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 transmission, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago
' Department of Planning and Development	
121 North LaSalle Street	
Room 1000 City Hall	
(	Chicago, Illinois 60602

Attn: Commissioner Fax: 312-744-5892

With a copy to:

City of Chicago  
Department of Law 121 North LaSalle  
Street Room 600  
Chicago, Illinois 60602 29

Attn: Real Estate Division Fax: 312-742-0277

Jefferson Park Residences LLC  
4849 North Milwaukee Avenue, Suite 320  
Chicago, Illinois 60630  
Attn: Demetrios Kozonis  
Fax: 773-545-0147

Kozonis & Associates, Ltd.  
4849 North Milwaukee Avenue, Suite 300  
Chicago, Illinois 60630  
Attn: Loukas D. Kozonis  
Fax: 773-496-8617

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch 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 day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three 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.

#### **SUCCESSORS AND ASSIGNS.**

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

#### **SECTION 30. TERMINATION.**

In the event that a closing has not occurred by the applicable outside closing date, or any extensions thereof in the Department's sole and absolute discretion or notice and cure period, then the City may terminate this Agreement upon written notice to the Developer.

#### **SECTION 31. RECORDATION OF AGREEMENT.**

The Developer shall record, or cause the Title Company to record, this Agreement at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.



## **CONSENT AND APPROVAL.**

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

## **SECTION 33. OTHER ACTS**

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

## **SECTION 34. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## **SECTION 35. PATRIOT ACT CERTIFICATION.**

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

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any

persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**SECTION 36. PROHIBITION ON CERTAIN CONTRIBUTIONS -  
MAYORAL EXECUTIVE ORDER NO. 2011-4.**

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) May 16, 2011, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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

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

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and
3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. 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
5. two of the following four conditions exist for the partners:
  - a. The partners have been residing together for at least 12 months.
  - b. The partners have common or joint ownership of a residence.
  - c. The partners have at least two of the following arrangements:
    - i. joint ownership of a motor vehicle;
    - ii. a joint credit account;
    - iii. a joint checking account;
    - iv. a lease for a residence identifying both domestic partners as tenants.
  - d. Each partner identifies the other partner as a primary beneficiary in a will.

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

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## FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH

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

## **SECTION 38. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

## **SECTION 39. 2014 CITY HIRING PLAN.**

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

ii) 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.

iii) 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

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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.

(iv) In the event of any communication to Developer by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) 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 (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by the OIG.

## **SECTION 40. 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.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**35**

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 and home rule  
unit of government

By: \_\_\_\_\_ :  
David L. Reifman  
Acting Commissioner  
Department of Planning and Development

**JEFFERSON PARK RESIDENCES LLC,**  
an Illinois limited liability company

By:  
Demetrios Kozonis Manager

36

STATE OF ILLINOIS COUNTY OF COOK

)  
) SS. )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Acting Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as Acting Commissioner, he signed and delivered the 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 the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this            day of            , 20    .

NOTARY PUBLIC

37

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Demetrios Kozonis, personally known to me to be the manager of Jefferson Park Residences LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said company, as her/his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 20   .

NOTARY PUBLIC  
**(sub) EXHIBIT A TO REDEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF CITY LAND**

(SUBJECT TO FINAL TITLE COMMITMENT AND SURVEY)

**PARCEL 1:**

LOT 1 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, A SUBDIVISION OF PART OF LOTS 2 TO 5 OF SCHOOL TRUSTEES' SUBDIVISION, IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-16-200-001-0000

Commonly known as: 5161 West Lawrence Avenue, Chicago, Illinois 60630

**PARCEL 2:**

LOTS 1,2 AND 3, ALL IN PAPANEK KOVAK AND COMPANY'S SUBDIVISION OF LOT 19 IN SCHULTZ, GOVEN AND HANSON SUBDIVISION OF LOTS 14 TO 21 IN SUBDIVISION OF LOT 20 OF BLOCK 47 AND BLOCKS 51 TO 53 IN VILLAGE OF JEFFERSON IN SECTIONS 8, 9 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-16-106-039-0000

Commonly known as: 5201 West Lawrence Avenue, Chicago, Illinois 60630



**(sub) EXHIBIT A-I TO REDEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF DEVELOPER PARCEL**

(Subject to Final Title Commitment and Survey)

LOTS 4 THROUGH 8, INCLUSIVE, AND THE LOT 9 (EXCEPT THE WEST 20 FEET OF LOT 9), ALL IN PAPANEK KOVAK AND COMPANY'S SUBDIVISION OF LOT 19 IN SCHULTZ, GOVEN AND HANSON SUBDIVISION OF LOTS 14 TO 21 IN SUBDIVISION OF LOT 20 OF BLOCK 47 AND BLOCKS 51 TO 53 IN VILLAGE OF JEFFERSON IN SECTIONS 8, 9 AND 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s:	13-16-106-020-0000	13-16-106-021-0000
	13-16-106-041-0000	13-16-106-042
	-0000	

Commonly known as: 5211, 5213, and 5221 West Lawrence Avenue, Chicago, Illinois 60630

**(sub) EXHIBIT B TO REDEVELOPMENT AGREEMENT**

**NARRATIVE DESCRIPTION OF PROJECT**

The Developer shall develop on Parcel 1 off-site parking that will accommodate twenty-one (21) vehicles.

The Developer shall develop on Parcel 2 and the Developer Parcel a four-story, thirty-nine (39) unit apartment building, with 9,900 s.f. of ground floor retail, and 13,800 s.f. of indoor residential parking that will accommodate forty-one (41) vehicles. Of the thirty-nine (39) apartment units, four (4) shall be rented in accordance with the ARO. The building shall contain a 100% green roof or, in lieu of the green roof, the Developer shall incorporate adequate provisions into the site design equivalent to a 100% green roof. The Developer shall obtain Energy Star Building Certification for the Building.

COVENANT AND LIEN

[Attached]

Arthur Dolinsky, Senior Counsel  
City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

(Above Space for Recorder's Use Only)

**AFFORDABLE HOUSING COVENANT AND LIEN (ARO -  
Rental Project)**

THIS AFFORDABLE HOUSING COVENANT AND LIEN (this "Covenant") dated as of \_\_\_\_\_, 20\_\_\_\_ is made by JEFFERSON PARK RESIDENCES LLC, an Illinois limited liability company ("Developer"), for the benefit of the CITY OF CHICAGO, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development (the "Department"). Capitalized terms not otherwise defined herein shall have the meanings given in Section 1.

**RECITALS**

**A. Developer is the owner of the property located at 5161 West Lawrence Avenue ("Parcel 1") and 5201 West Lawrence Avenue ("Parcel 2"), Chicago, Illinois, and legally described on Exhibit A attached hereto (the "Property").**

**B. The City Council, by ordinance adopted on \_\_\_\_\_, 2015, approved the City's conveyance of the Property to the Developer. The project that the Developer will construct on the Property consists of: (i) on Parcel 1, off-site parking that will accommodate twenty-one (21) vehicles, and (ii) on Parcel 2, a four-story, thirty-nine (39) unit apartment building, with 9,900 s.f. of ground floor retail, and 13,800 s.f. of indoor residential parking that will accommodate forty-one (41) vehicles (collectively, the "Project").**

**C. Section 2-45-110 of the Municipal Code (the "Affordable Requirements Ordinance" or the "ARO") obligates the City to impose certain affordability requirements upon developers who undertake residential development projects that receive City assistance in the form of the sale of City land, financial assistance, or approval of certain zoning changes.**

**D. Developer acknowledges and agrees that the Project is a Residential Housing Project (as defined in Section 1 below) within the meaning of the ARO, and that the City's sale of the Property to the Developer for the Project constitutes Acquisition Assistance (as defined in Section 1 below) within the meaning of the ARO, thereby triggering the requirements of the ARO.**

**E. Pursuant to the ARO, the City requires any developer of a Residential Housing Project receiving Acquisition Assistance, Financial Assistance or Zoning Assistance (as such**

terms are defined in Section 1 below) to establish affordable housing through (a) the development of Eligible Units (as defined in Section 1 below) as part of the Residential Housing Project, or (b) the payment of a fee in lieu of such development of Eligible Units, or (c) a combination of (a) and (b), which requirement must be

satisfied prior to the issuance of a building permit through either (i) the recordation of a lien, regulatory agreement or similar instrument against the Property, imposing such affordable housing requirements as covenants running with the land in order to secure their performance, or (ii) the payment of the required fee.

F. The Developer is executing this Covenant to satisfy the requirements set forth in Section 2-45-110 of the Municipal Code in lieu of payment of the required fee.

NOW THEREFORE, Developer agrees and covenants as follows:

Section 1. Incorporation of Recitals; Definitions. The recitals set forth above are, by this reference, fully incorporated into and made a part of this Covenant. For purposes of this Covenant, in addition to the terms defined in the foregoing recitals, the following terms shall have the following meanings:

"Acquisition Assistance" means the City's sale of real property to any developer on which a Residential Housing Project is subsequently developed.

"Affordable Housing Profile Form" means the agreement attached hereto as Exhibit B, specifying the number and types of affordable units required for the Project.

"AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time, by the U.S. Department of Housing and Urban Development or any successor.

"Commissioner" means the commissioner (whether acting or actual) of the Department of Planning and Development of the City, or any successor department.

"Completion Date" means the earlier of (a) the issuance of the certificate of occupancy for the Project (or the residential portion of the Project if the Project is a mixed-use development), or (b) the first day of the initial lease of Units in the Project.

"Development" means the construction or Substantial Rehabilitation of housing units or the conversion of any building into residential condominiums.

"Eligible Units" means those Units in the Project which will be occupied by or available for occupancy to Low-Income Households. The Eligible Units must be similar in size, construction, design, appearance and lot size as the market rate Units in the Project.

"Final Lease Commencement Date" means the date on which the last (in this case, second) Eligible Unit in the Project is first leased to a Low-Income Household.

"Financial Assistance" means any assistance provided by the City through grants, direct or indirect loans, or allocation of tax credits for the Development of Units.

"Household" means and includes an individual, a group of unrelated individuals or a family, in each case residing in one Unit.

"Imputed Income Limitation" means, for each Eligible Unit, the Income Limit which would apply to the Household occupying such Eligible Unit if the number of individuals in the Household were as follows: (a) in the case of an Eligible Unit which does not have a separate bedroom, one individual; and (b) in the case of an Eligible Unit which has one or more separate bedrooms, 1.5 individuals for each separate bedroom.

"Low-Income Household" means a Household whose adjusted annual income does not exceed 60% of AMI at the time of the first rental of an Eligible Unit by that Household.

"Municipal Code" means the Municipal Code of the City of Chicago.

"Residential Housing Project" means one or more buildings that collectively contain ten (10) or more Units on one or more tax parcels or lots marketed as a single or unified project or sharing common elements, or comprising a part of a planned development or the addition of ten (10) or more Units to an existing building.

"Substantial Rehabilitation" means the reconstruction, enlargement, installation, repair, alteration, improvement or renovation of a building, structure or portion thereof requiring a permit issued by the City; provided the cost of the Substantial Rehabilitation must be \$25,000.00 or more per Unit.

"TIF Guidelines" means those guidelines established pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., and adopted by the City Council in "An Ordinance Adopting Guidelines for Use of Tax Increment Financing Revenues for Construction of Affordable Housing" passed on July 31, 2002, and published at pages 90838-90859 of the Journal of the Proceedings of the City Council of that date.

"Unit" means a room or suite of rooms designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of the occupants of the unit; provided that a "Unit" does not include dormitories, or a "hotel" as that term is defined in Section 13-4-010 of the Municipal Code.

"Zoning Assistance" means City approval of a rezoning of a lot (i) to permit a higher floor area ratio than would otherwise be permitted in the base district in which the Property is located at the time of such rezoning and the lot is subsequently developed with a Residential Housing Project; (ii) from a zoning district that does not allow household living uses to a zoning district that allows household living uses and the lot is subsequently developed with a Residential Housing Project; and/or (iii) from a zoning district that does not allow household living uses on the ground floor of a building to a zoning district that permits household living uses on the ground floor, and the ground floor is subsequently developed with a Residential Housing Project.

Section 2. Term of Covenant. Developer, for itself and its successors and assigns, agrees to be bound by the terms and provisions of this Covenant for the period (the "Covenant Term") commencing on the date hereof and expiring on the earlier of (a) the thirtieth (30<sup>th</sup>) anniversary of the Final Lease Commencement Date, or (b) the date on which a first mortgagee providing construction or permanent financing for the Project acquires title to the Project by foreclosure or deed in lieu of foreclosure, or (c) the date on which an authorized condemning authority acquires the Project by condemnation. Developer shall inform the Department of the date the Project (or the residential portion of the Project if the Project is a mixed-use

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development) receives a certificate of occupancy from the City, or, if no certificate of occupancy is issued, the date of the commencement of the first lease term of a Project Unit, within 60 days following Developer's receipt of the certificate of occupancy or the executed initial lease, as the case may be.

Section 3. Covenant Running with the Land. Developer hereby declares its express intent that the covenants and agreements set forth herein, shall be deemed covenants running with the land from the date hereof to the expiration of the Covenant Term and shall pass to any person or entity (except tenants of the Units) to whom Developer may sell or assign all or a portion of its interest in the Property or any successor in title to all or a portion of the Property. In the event Developer sells or assigns all or any portion of the Property or Project, it shall notify the City within sixty (60) days of such sale or assignment.

#### **Section 4. Affordability Restrictions.**

4.1 Developer shall comply with the affordable housing commitment required pursuant to Section 2-45-110 of the Municipal Code through either or a combination of the following:

(a) establishing and maintaining FOUR (4) Eligible Units, as follows:

one bedroom units with a square footage of approximately 845 square feet each,

one and one-half bedroom units with a square footage of approximately 1,100 square feet each, and

two-bedroom units with a square footage of approximately 1,100-1,420 square feet each.

(b) paying to the City \$100,000 per Unit not initially established as an Eligible Unit as required above.

2 Developer shall rent the Eligible Units required pursuant to Section 4.1(a) to Low-Income Households only.

3 The rent (including tenant-paid heat) charged each month for any Eligible Unit shall not exceed at any time 30% of the Imputed Income Limitation applicable to such Eligible Unit, as updated annually in the document titled "City of Chicago Maximum Affordable Monthly Rents," for a period of 30 years after the first day of the initial lease of such Eligible Unit.

■, 4.4 On or prior to October 31 of each year during the Covenant Term, the Developer shall provide the City with a compliance certificate in substantially the form attached hereto as Exhibit C (the "Compliance Certificate"). Developer shall obtain and keep such records as are necessary to enable it to complete the Compliance Certificate and substantiate all statements made therein.

4.5 If on the date that is six (6) months following the Completion Date, the Eligible Units required under Section 4.1(a) above are not rented or available for rental by Low-Income Households in accordance with this Section 4, and Developer has not made payment to the City as provided by Section 4.1(b), then Developer shall be in breach of this Covenant and subject to

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the City's remedies set forth in Section 5. The Department may, in its sole discretion, extend such 6-month period based on the initial leasing of the Units in the Project.

#### **Section 5. Remedies and Enforceability.**

1 Upon the rental of any Eligible Unit at a rental price in excess of what is permitted by Section 4.3 above, or to a Household that is not a Low-Income Household, Developer shall pay to the City a fee ("Fee") of \$500.00 per Eligible Unit per day for each day that Developer is in noncompliance, subject to the right to cure such noncompliance as set forth below.

2 Developer shall have ninety (90) days after written notice from the Commissioner to cure any noncompliance with this Covenant. If after ninety (90) days, the Developer fails to cure the noncompliance, the Fee shall be assessed from the first day of noncompliance.

3 In addition to the foregoing remedy, the City shall have the right to enforce this Covenant and in furtherance thereof institute any action or proceeding at law or in equity against Developer.

#### **Section 6. General Provisions.**

1 This Covenant shall be interpreted under the laws of the State of Illinois.

2 This Covenant shall not be waived, modified or amended except as set forth in a written document executed by the Commissioner and Developer.

3 Any notices and communications under this Covenant shall be in writing and shall be: (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by a reputable overnight express carrier, to the following addresses (or to such other or further addresses as the City or Developer may hereafter designate by like notice similarly sent):

If to Developer: Jefferson Park Residences LLC  
4849 North Milwaukee Avenue, Suite 302 Chicago,  
Illinois 60630 Attn: Demetrios Kozonis

Kozonis & Associates, Ltd.  
4849 North Milwaukee Avenue, Suite 300  
Chicago, Illinois 60630  
Attn: Loukas D. Kozonis

Commissioner City of Chicago  
Department of Planning and Development 121 N. LaSalle, 10<sup>th</sup> Floor Chicago, IL 60602

Department of Law  
City of Chicago  
121 N. LaSalle St., Room 600

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Chicago, IL 60602  
Attn: Real Estate and Land Use Division

Every notice or other communication hereunder shall be deemed to have been given as of the date evidenced by a receipt from such national courier service or the United States Postal Service or immediately if personally delivered.

6.4 The Developer hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions which result from the Developer's responses or documents provided pursuant to the terms of this Covenant or the Compliance Certificate, including breaches of the representations and warranties herein and therein contained.

IN WITNESS WHEREOF, the undersigned has executed this Covenant as of the date first above written.



Jefferson Park Residences LLC, an Illinois  
limited liability company

Name:

Its:

I, the undersigned, a notary public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of  
Jefferson Park Residences LLC, an Illinois limited liability company (the "Company"), personally known to me  
to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given  
by said Company, as her/his free and voluntary act and as the free and voluntary act and deed of said  
Company, for the uses and purposes therein set forth

GIVEN under my hand and official seal this                      day of                      , 20                      .

Notary Public

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## LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: [To come]

P.I.N.:  
Commonly known as: 5161 West Lawrence Avenue, Chicago, Illinois 60630

PARCEL 2: [To come]

P.I.N.:

Commonly known as: 5201 West Lawrence Avenue, Chicago, Illinois 60630

EXHIBIT B TO AFFORDABLE HOUSING COVENANT AND LIEN AFFORDABLE HOUSING PROFILE FORM

[To come]

**EXHIBIT C TO AFFORDABLE HOUSING COVENANT AND LIEN**

**COMPLIANCE CERTIFICATE**

**CITY OF CHICAGO DEPARTMENT OF PLANNING AND  
DEVELOPMENT**

**ANNUAL OWNER'S CERTIFICATION FOR PROJECT SUBJECT  
TO AFFORDABLE HOUSING COVENANT OF THE MUNICIPAL  
CODE OF CHICAGO**

Owner:

Project Name:

Project Address:

Date:

Owner Federal Employer Identification Number:

The Owner has executed an Affordable Housing Covenant and Lien ("Covenant") for the benefit of the City of Chicago (the "City"). The Covenant was filed with the Office of the Recorder of Deeds of Cook County, Illinois, on (month/date/year). Pursuant to the Covenant, the Owner is required to maintain certain records concerning the Project and the City is authorized to monitor the Project's compliance with the requirements of the Covenant. This Annual Owner's Certification for Project Subject to the Affordable Housing Covenant ("Compliance Certificate") must be completed in its entirety and must be executed by the Owner, notarized and returned to the Department of Planning and Development by October 31 of each year until the expiration of the Covenant Term (as defined in Section 2 of the Covenant). No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the same meanings given to such terms in the Covenant.

All forms, including updates to this Compliance Certificate, department contacts, income limits, maximum allowable rents, and guidance for calculating household income are available on the Department of Planning and Development's website, or by contacting the Department directly at 312-744-4190 and requesting to speak with someone regarding ARO Compliance.

**A. INFORMATION**

1. Please list the address for each building included in the Project. (If necessary, use a separate sheet of paper and attach it to this document.)

Building Address(es):

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2. Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, (b) in the identity of any shareholder, partner, member, trustee or other entity holding an ownership interest in the Owner, or (c) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Owner since the date of the Covenant or the most recent Annual Owner's Certification?

Yes      No

If Yes, provide all the appropriate documents.

3. Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes      No

If Yes, provide all amendments and modifications of the Owner's organizational documents.

## **B. REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Owner hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Owner is [check as applicable]:

- a) an individual
- b) a group of individuals
- c) a corporation incorporated and in good standing in the State of
- d) a general partnership organized under the laws of the State of
- e) a limited partnership organized under the laws of the State of
- f) a limited liability company organized under the laws of the State of
- (g) other [please describe]:

2. The Owner is [check as applicable] (a) the owner of fee simple title to, or (b) the owner of 100 percent of the beneficial interest in, the Project.

3. The Project consists of building(s) containing a total of residential unit(s), with total rentable square feet of .

4. (a) The Covenant requires the Owner to rent [TBD] of the residential units in the Project (the "Eligible Units") to individuals whose income is 60 percent or less of the Chicago Primary Metropolitan Statistical Area median income ("Low-Income Households").

(b) For the 12-month period preceding the date hereof (the "Year"):

- (i) the Eligible Units in the Project (as identified in paragraph 8 below) were occupied or available for occupancy by Low-Income Households;

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- ii) the Owner received an annual income certification from each Low-Income Household at the time of the first rental by that household and documentation to support such certification;
- iii) all of the units in the Project were for use by-the general public and used on a non-transient basis;
- iv) each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City; and
- v) if an Eligible Unit became vacant during the Year, reasonable attempts were or are being made to rent such Eligible Unit or the next available residential unit in the' Project of a comparable size to one or more,Low-Income Households.

5. I have attached the Affordable Housing Profile Form signed by the Department of Planning and Development for this Project and acknowledge that I must provide the number and types of affordable units specified in that document.

6. I have attached copies of the first and last pages of the lease for each of the Eligible Units listed in paragraph 8 below. For any new tenants, I have attached copies of all documents required to certify that they are income-eligible.

7. For this Project, tenants pay for the following utilities [check as applicable]:

- a) electric heat  
b) cooking gas  
c) other electric  
d) gas heat  
e) electric cooking

8. The following information accurately describes the"Eligible Units required in this Project, as of today's date:

Unit #	Number of bedrooms	Square footage	Rent charged	Household size	Household income	Date household income most recently calculated
1.						
2.						
3.						
4.						
5.						
6.						

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9. The Project is in compliance with all of the currently applicable requirements of the Covenant. The Owner will take whatever commercially reasonable action is required to ensure that the Project complies with all requirements imposed by the Covenant during the periods required thereby.

The Owner shall retain, for the period required under the Covenant, as from time to time amended and supplemented, all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

10. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Project or the ability of the Owner to perform its obligations with respect thereto.

11. All Units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

12. The Owner has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Owner has used its commercially reasonable best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Affordable Housing Profile Form attached to the Covenant.

13. The Owner has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Covenant. The Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Covenant and the City or the City's counsel.

If the Owner is unable to make any representation or warranty set forth above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

Under penalties of perjury, the Owner declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Owner in connection herewith is true, correct and complete and will continue to be true, correct and complete.

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### C. PENALTIES FOR NONCOMPLIANCE

Upon the rental of any Eligible'. Unit at a rental price in excess of what is permitted by Section 4.3 of the Covenant, or to a Household that is not a Low-Income Household, Developer shall pay to the City a fee ("Fee") of \$500.00 per Eligible Unit per day for each day that the Developer is in noncompliance, subject to the right to cure such noncompliance as set forth below.

Developer shall have 90 days after written notice from the Commissioner to cure any noncompliance with this Covenant. If after 90 days, the Developer fails to cure the noncompliance, the Fee shall be assessed from the first day of noncompliance.

In addition to the foregoing remedy, the City shall have the right to enforce this Covenant and in furtherance thereof institute any action or proceeding at law or in equity against Developer.

### D. INDEMNIFICATION

The Developer hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred, by the City that may arise in any manner out of or in connection with actions or omissions which result from the Developer's responses or documents provided pursuant to the terms of this Covenant or the Compliance Certificate, including breaches of the representations and warranties herein and therein contained.

IN WITNESS WHEREOF, the Owner has executed this Annual Owner's Certification this  
day of , . v

Owner:  
By:  
Its:

Subscribed and sworn to before me this  
day of ,

Notary Public (SEAL)

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(sub) EXHIBIT D TO REDEVELOPMENT AGREEMENT WORKING DRAWINGS AND  
SPECIFICATIONS

[Attached]

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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: Jefferson Park Residences LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. (KJ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. 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: 4 84 9 N. Milwaukee Avenue, Suite 302  
Chicago, Illinois\_ 60630

C. Telephone: (773) 545-4200 Fax: (773) 545-0147 Email: dkozonis@megagr.com <mailto:dkozonis@megagr.com>

D. Name of contact person: Demetrios Kozonis

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):

To enter into a Redevelopment Agreement to construct a mixed-use building at 5201 W. Lawrence Avenue, Chicago, Illinois.

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

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

*Specification #* *and Contract ii*

SECTION II DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

- ☐ Person ☒ [X]  
☐ Publicly registered business corporation ☐  
☐ Privately held business corporation ☐ f  
☐ Sole proprietorship ☐  
☐ General partnership ☐ (Is  
☐ Limited partnership  
☐ Trust ☐

Limited liability company Limited liability partnership Joint venture Not-for-profit corporation  
the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No

Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: State of 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 Demetrios Kozonis 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, slate "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 Parly
Demetrios Kozonis	4 84 9 N. Milwaukee Avenue Suite 302, Chicago, IL 60630	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 Cily elected official in the 12 months before the date (his 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, atiorney, 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 arc paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes lo 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 cither ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)

Kozonis & Associates, Ltd. (retained)

Business Relationship to Disclosing Party Address (subcontractor, attorney, lobbyist, etc.)  
Attorney

4849 N Milwaukee Avenue Suite 300

Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response. \$2,500  
(estimated)

Chicago, Illinois 60630

(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.I. 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
  - c. 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 JLCS 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-S5 (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:

N/A

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").

N/A

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.

N/A

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

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

1. ☐ 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):

N/A

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 Properly 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:

## 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):

(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.

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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) <<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 2-1 54-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

Page 11 of 13

(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.

entering into a Redevelopment Agreement t( This recertification is being submitted in connection with rnnstrnrr a miyp^~nsp hn-ilrling at 5201 [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that w. Lawrence Ave, 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.

Jefferson Park Residences LLC  
(Print or type legal name of Disclosing Party)

Date: 9/2/2015

Print or type name of signatory:  
Demetrios Kozonis

Title of signatory:

Manager

Signed and sworn to before me on [date] by [name], at [city] County, [state].

Notary Public.

Commission expires:

**"OFFICIAL SEAL"**

LINDA NALLEY NOTARY PUBLIC, STATE OF ILLINOIS

Commission Expires 04/14/2019

**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 <sup>1</sup> 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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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

☐ Yes ☒ No

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

☐ Yes ☐ No ☒ Not Applicable

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



the pertinent code violations apply.

**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**

**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: Parkway

Bank & Trust U/T/A #13067

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

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ 4ke-A-pp4icaf14 Current Owner  
OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the

2. 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: 4849'N. Milwaukee Avenue, Suite 302

Chicago, Illinois 60630

C. Telephone: (773) 545-4200 Fax: (773) 545-0147

Email: [dkozonis@megagr.com](mailto:dkozonis@megagr.com)

[<mailto:dkozonis@megagr.com>](mailto:dkozonis@megagr.com)

D. Name of contact person: Demetrios Kozonis

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):

The redevelopment of 5211, 5213, and 5221 W. Lawrence Avenue into a mixed-use building.

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

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

Specification # and Contract #

Page 1 of 13

## SECTION II -

### - DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF THE DISCLOSING PARTY

I. Indicate the nature of the Disclosing ☐ Person  
☐ Publicly registered business corporation ☐ Privately held business corporation ☐ Sole proprietorship ☐ General partnership ☐ Limited partnership ☒ Trust  
Party:

☐ Limited liability company ☐ Limited liability partnership ☐ Joint venture ☐ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No ☐ 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?

☒ 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 Parkway Bank & Trust Trustee

Deraetrios Kozonis

Sole Power of Direction

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,

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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
Demetrios Kozonis	4849 N. Milwaukee Avenue 100% Suite 302, Chicago, IL 60630	

### 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.

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

**(kj 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 1 ("Article J")(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 1 applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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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").

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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 2-92-61 0 (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:

N/A

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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").

N/A

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.

N/A

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

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

1. ☐ 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):

N/A

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

## 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):

(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) <<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 2-1 54-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

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F.I. 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 ("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 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.

(Sign he

Parkway Bank & Trust U/T/A //13067 (Print or type name of Disclosing Party)

Demetrios Kozonis

(Print or type name of person signing)

Sole Beneficiary w/ Power of Direction (Print or type title of person signing)

Signed and sworn to before me on (date)

at Qgy) k County, ip\ \ ■ ■ (state).

Notary Public.

Commission expires: \_

*"OFFfCfALSEAL "*

LINDA NALLEY NOTARY PUBLIC, STATE OF ILLINOIS

<sup>1</sup> Commission Expires M/14£01£;

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

### BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☒ No

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

☐ Yes

☐ No

☒ Not Applicable

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

**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT THAT THIS APPENDIX B IS INCORPORATED BY REFERENCE INTO, AND MADE A PART OF, THE ASSOCIATED EDS, AND THAT THE REPRESENTATIONS MADE IN THIS APPENDIX B ARE SUBJECT TO THE CERTIFICATION MADE UNDER PENALTY OF PERJURY ON PAGE 12 OF THE ASSOCIATED EDS.**