



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Legislation Details (With Text)

File #: O2016-9130
Type: Ordinance
File created: 12/14/2016
Status: Passed
In control: City Council
Final action: 1/25/2017
Title: Amendment to redevelopment agreement with XS Tennis Village LLC
Sponsors: Emanuel, Rahm
Indexes: Redevelopment
Attachments: 1. O2016-9130.pdf, 2. O2016-9130 (V1).pdf

Date	Ver.	Action By	Action	Result
1/27/2017	1	City Council	Signed by Mayor	
1/25/2017	1	City Council	Passed	Pass
1/24/2017	1	Committee on Finance	Recommended to Pass	Pass
12/14/2016	1	City Council	Referred	

AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS AUTHORIZING AN AMENDMENT TO REDEVELOPMENT AGREEMENT

ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on July 21, 2004 and published at pages 27705-27826 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project for the 47th/State Redevelopment Project Area (the "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")(such plan and project are referred to herein as the "Plan"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 21, 2004 and published at pages 27827-27832 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 21, 2004 and published at pages 27833-27843 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, pursuant to an ordinance adopted by the City Council on December 10, 2014 and published at pages 99066-99138 of the Journal of such date, the City entered into that certain XS Tennis Village Redevelopment Agreement ("RDA") dated as of July 23, 2015 and recorded on July 27, 2015 as Document No. 1520810098 in the Office of the Cook County Recorder of Deeds by and between the City and XS Tennis Village LLC, an Illinois limited liability company ("LLC"), XS Tennis & Education Foundation, an Illinois not-for-profit corporation ("Education Foundation"), XS Tennis Support Foundation, Inc., an Illinois not-for-profit corporation ("Support Foundation"), and XS Tennis THC, Inc., an Illinois not-for-profit corporation

("Holding" and collectively with LLC, Education Foundation and Support Foundation, the "Developer"); and

WHEREAS, the City and the Developer desire to amend the RDA to, among other things, (a) reflect the City's consent to the execution of additional loan documents and modifications, (b) extend the date of commencement and completion of the Project (as defined in the RDA), (c) revise the payment structure, (d) approve the new construction contract, and otherwise to amend the RDA;

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 hereto agree as follows:

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

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S:\SHARED\Finance\Fehlan\TIF <file:///S:/SHARED/Finance/Fehlan/TIF> RDAs\M - Z\XS Tennis\RDA\2016 amendment\Ordinance\XS Tennis RDA Amend Ord v2 docx

SECTION 2. The Commissioner (the "Commissioner") of the City's Department of Planning and Development or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an Amendment to the RDA by the City and Developer in substantially the form attached hereto as Exhibit A and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the First Amendment.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - First Amendment to Redevelopment Agreement

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[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by and
after recording return to:
Scott D. Fehlan, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

FIRST AMENDMENT XS TENNIS VILLAGE
REDEVELOPMENT AGREEMENT

This First Amendment to XS Tennis Village Redevelopment Agreement (this "Amendment") is made as of this day of , 20 , the date that the conditions described in Article IV of this Amendment have been complied with to the City's satisfaction (the "Effective Date") by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development ("DPD"), XS Tennis Village LLC, an Illinois limited liability company ("LLC"), XS Tennis & Education Foundation, an Illinois not-for-profit corporation ("Education Foundation"), XS Tennis Support Foundation, Inc., an Illinois not-for-profit corporation ("Support Foundation"), and XS Tennis THC, Inc., an Illinois not-for-profit corporation ("Holding" and collectively with LLC, Education Foundation and Support Foundation, the "Developer")

RECITALS

A. **Constitutional Authority:** As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. **Statutory Authority:** The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

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C. **City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 21, 2004: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/State Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/State Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/State Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area").

D. **The Agreement:** Pursuant to an ordinance adopted by the City Council on December 10, 2014 (the "Project Ordinance"), the City entered into that certain XS Tennis Village Redevelopment Agreement dated as of July 23, 2015 and recorded on July 27, 2015 as Document Number 1520810098 in the Office of the Cook County Recorder of Deeds (the "Agreement").

E. **The Project:** Pursuant to and as contemplated by the Agreement, LLC has purchased (the "Acquisition") certain property located within the Redevelopment Area at 5256-5338 South State Street, Chicago, Illinois 60609 and legally described on Exhibit B to the Agreement and Exhibit A hereto (the "Property"), and, within the time frames set forth in the Agreement and this Amendment, the Developer shall commence and complete construction of the following (the "Facility"): (i) an approximately 116,363 square foot two-story tennis and sports facility featuring approximately 12 indoor tennis courts, 1 indoor basketball court, an approximately 2,220 square foot fitness center, temporary basketball courts, classrooms, training space, 7 multi-purpose rooms, locker rooms, reception area, players' lounge, a pro shop and an observation deck, (ii) 15 regulation size outdoor tennis courts, an outdoor track and 2 outdoor basketball courts, (iii) a separate 1,000 square foot clubhouse, and (iv) a parking lot including a dedicated drop-off area, visitor parking, and secure member parking for approximately 160 vehicles. As described in the Operating Covenant, the Developer will operate at the Facility the Tennis XSpres program at Chicago Public Schools ("CPS") schools and provide scholarships for tennis lessons to CPS students. In connection with these operations, LLC, as landlord, and Education Foundation, as tenant, have executed that certain Lease Agreement commencing as of July 23, 2015 . (as amended from time to time, the "Lease") pursuant to which Education Foundation shall,, among other matters, lease the Project from LLC. The Facility and related improvements were referred to in the Agreement and shall be referred to herein as the "Project."

F. **Amendment to Agreement; Consent.** In connection with obtaining the Additional Loans, as

hereinafter defined, the Developer has requested that (a) the City consent to the execution of the Additional Loan documents and modifications to the NMTC Loan Documents, (b) extend the date of commencement and completion of the Project, (c) revise the payment structure, and (d) approve the new construction contract.

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 hereto agree as follows:

ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

ARTICLE II. DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Agreement.

ARTICLE III. AMENDMENTS TO AGREEMENT

A. Definitions. Section 2 of the Agreement is amended by adding the definitions of "Additional Loans" and "New Mortgages," and deleting the definition of "Lender Financing" in its entirety and replacing it with the following, in alphabetical order:

"Additional Loans" shall mean, individually and collectively, the following loans to Education Foundation, which funded on or about December , 2016: (a) loan in the amount of \$1,700,000 from IFF, an Illinois not-for-profit corporation, (b) loan in the amount of \$1,500,000 from Wolverine Community Fund, LLC, an Illinois limited liability company, and (c) loan in the amount of \$1,500,000 from the Chicago Housing Authority, an Illinois municipal corporation.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amounts set forth in Section 4.01 hereof, including, without limitation, the Bridge Loan, the CCLF Loan, the NMTC Loan, the Senior Loan, and the Additional Loans.

B. Extension of Completion Date. Section 3.01 is amended by deleting the stricken language and adding the underlined language:

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and the Lease and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than ~~May 4, 2015~~ July 29, 2016; and (ii) complete construction and conduct business operations therein no later than ~~December 15, 2015~~ December 30, 2017.

C. Additional Loans. Section 4 of the Agreement is amended by deleting in its entirety Section 4.01 and replacing it with the following:

Sources of Funds	Amount
Lender Financing (NMTC Loan): Loan A1 from PNC	\$1,190,350
Federal Sub-CDE to LLC, with Holdings as co-obligor	

Lender Financing (NMTC Loan): Loan B1 from PNC \$559,650
Federal Sub-CDE to LLC, with Holdings as co-obligor
Lender Financing (NMTC Loan): Loan A2 \$4,901,400

from NCIF Federal Sub-CDE to LLC, with
Holdings as co-obligor
Lender Financing (NMTC Loan): Loan B2 from \$1,888,600
NCIF Federal Sub-CDE to LLC, with Holdings as
co-obligor
Lender Financing (NMTC Loan): Loan from State \$1,668,250
CDE to LLC, with Holdings as co-obligor
Lender Financing: Senior Loan to LLC \$1,900,000
Lender Financing: Additional Loans \$4,700,000
Total \$16,808,250

D. Payment Structure: Section 4.03(c) is amended by deleting it in its entirety and replacing it with the following:

City Funds. After the issuance of the Certificate, subject to the conditions described in this Section 4.03, the City shall pay City Funds to Developer in two installments as follows:

i) Upon the issuance of the Certificate, an amount equal to one half of the City Funds; provided, however, that if, prior to the issuance of the Certificate, the Developer fails to provide the LEED Affidavit, then the total amount of the payment made under this Section 4.03(c)(i) shall be reduced by \$250,000.

ii) On the first anniversary of the issuance of the Certificate, an amount equal to one half of the City Funds; provided, however, that if, prior to the issuance of the Certificate, the Developer has provided the LEED Affidavit, yet fails to provide evidence of LEED Certification before the first anniversary of the issuance of the Certificate, then the total amount of the payment made under this Section 4.03(c)(ii) shall be reduced by \$250,000.

The total City Funds shall in no event exceed \$2,943,793, subject to reduction as described in Section 4.03(b). The payment of each installment of City Funds shall be contingent upon DPD having first received, along with the Requisition Form, documentation satisfactory in form and substance to DPD (including Developer's filing of a Jobs and Occupancy Certificate) evidencing Developer's compliance with the Operating Covenant then due, as set forth in Section 8.06.

E. Construction Contract. DPD acknowledges its receipt and approval of that certain GMP Maximum Price Amendment by and between LLC and Summit Design + Build, LLC dated on or about July 8, 2106.

F. Section 8.27(b) shall be amended by adding the underlined language at its end:

8.27 Lease Representations, Warranties and Covenants. The Developer represents, warrants and covenants as follows:

(b) as of the date hereof, Developer has performed all of its current obligations under the Lease, as amended by that certain Omnibus Amendment to Project Documents dated as of December , 2016:

G. DPD acknowledges that certain reports due under the Agreement were not submitted by the Developer and submission of such reports are waived in accordance with Section 18.05 of the Agreement; however, this shall not be construed as a waiver by the City of any reports due under the Agreement after the date hereof or of any other right due the City under the Agreement or Amendment.

ARTICLE IV CONDITIONS TO EFFECTIVENESS

As used in this Article IV, the "Agreement" means the Agreement as amended by this Amendment.

A. Financing. The Developer has furnished proof reasonably acceptable to the City, that as of the Effective Date, the proceeds of the Lender Financing in the amounts set forth in Section 4.01 are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth in Section 4.01) to complete the Project and satisfy its obligations under the Agreement. The Developer has delivered to DPD a copy of the Escrow Agreement, if such Escrow Agreement has been entered into on or before the Effective Date.

B. Opinion of Developer's Counsel. On the Effective Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached to the Agreement as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J to the Agreement, such opinions were obtained by Developer from its general corporate counsel.

C. Corporate Documents; Economic Disclosure Statement. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable. The Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof.

D. Title. The Developer has furnished the City with a title report noting the recording of this Amendment as an encumbrance against the Property.

E. Change Order. The Developer has furnished the City with a change order consistent with the amount of the Additional Loans.

F. Amendment. The execution of this Amendment by all parties.

ARTICLE V COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer covenants, represents and warranties that:

a) each Developer party has the right, power and authority to enter into, execute, deliver and perform this Amendment. The execution, delivery and performance by such party of this Amendment have been duly authorized by all necessary action, and do not and will not violate its Articles of Organization, Articles of Incorporation, Operating Agreement or Bylaws, as applicable, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound; and

b) each Developer party is not in default with respect to any provision of the Agreement, the agreements evidencing the Lender Financing or any related agreements.

ARTICLE VI CONSENT

A. Use of Loan Proceeds. Developer represents, warrants and covenants that the proceeds of the Additional Loans will be used solely to fund the costs to complete the Project.

ARTICLE VII. MISCELLANEOUS

A. Limitation of Liability. No member, official or employee of the City shall be personally liable to any party to this Amendment or any successor in interest in the event of any default or breach by the City or any successor in interest or for any amount which may become due to any party to this Amendment from the City or any successor in interest or on any obligation under the terms of this Amendment or the Agreement.

B. Extent of Amendment. Except as amended hereby, the Agreement remains in full force and effect.

C. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

D. No Effect on Recording Priority of the Agreement. The parties agree that entering into this Amendment shall have no effect on the recording priority of the Agreement (or any outstanding subordination agreement that might relate thereto) and that this Amendment shall relate back to the date that the Agreement (or any outstanding subordination agreement that might relate thereto) was originally recorded in the land title records of Cook County, Illinois.

E. Counterparts; Recording. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The Developer shall cause one original counterpart of this Amendment, including all Exhibits, to be recorded and filed immediately following the Effective Date in the conveyance and real property records of Cook County, Illinois. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

F. Severability. If any provision in this Amendment, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this

Amendment shall be construed as if such invalid part were never included herein and the remainder of this Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

G. Other Terms in the Agreement Remain; Conflict.

a) Except as explicitly provided in this Amendment, all other provisions and terms of the Agreement shall remain unchanged.

b) In the event of a conflict between any provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the Agreement shall remain in effect with respect to the parties thereto.

H. Representations and Warranties of Developer. Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the Agreement, as amended by this Amendment.

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

J. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

K. Binding Effect. This Amendment shall be binding upon Developer and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Agreement or this Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the Agreement or this Amendment and the transactions contemplated hereby and thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Amendment or the transactions contemplated thereby.

M. Severability. If any provision in this Amendment, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Amendment shall be construed as if such invalid part were never included herein and the

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remainder of this Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

N. Exhibits. All of the exhibits attached hereto are incorporated herein by reference. [THE

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

XS TENNIS VILLAGE LLC

By: XS Tennis THC, Inc., its sole member

By:
Name: David L. Reifman Title:
Commissioner

I, _____, a notary public in and for the said County, in the State
aforesaid, DO HEREBY CERTIFY that _____, personally known to
me to be the _____ of XS Tennis Village LLC, an Illinois limited liability
company ("LLC") and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed,
and delivered said instrument, pursuant to the authority given to him/her by the Manager of LLC, as his/her

and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the _____ of Support Foundation, as his/her free and voluntary act and as the free and voluntary act of Support Foundation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of XS Tennis THC, Inc., an Illinois not-for-profit corporation ("Holding") and personally known to me to be the same person whose name, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she" signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the _____ of Holding, as his/her free and voluntary act and as the free and voluntary act of Holding, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me

to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires

EXHIBIT A The Property

PROPERTY

PARCEL 1:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 13 THROUGH 42 INCLUSIVE IN BLOCK 1, AND LOTS 13 THROUGH 42 INCLUSIVE IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED OCTOBER 10, 1872 AS DOCUMENT 61166;

LOTS 1 THROUGH 12 INCLUSIVE IN A.M. LEWIS' SUBDIVISION OF LOT 21 AND THE NORTH HALF OF LOT 22 IN TURNER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED MAY 15, 1886 AS DOCUMENT 717780;

LOTS 1, 2, 5 AND 6 IN BLOCK 1 AND LOTS 1, 2, 5 AND 6 IN BLOCK 2 IN LEWIS SUBDIVISION OF THE SOUTH HALF OF LOT 22 AND LOT 23 IN TURNER'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED AUGUST 21, 1872 AS DOCUMENT 511084;

LOTS 3 THROUGH 16 INCLUSIVE IN BLOCK 1 AND LOTS 4, 5, 8, 9, 12, 13, AND 16 IN BLOCK 2 IN PETER SHIMP'S SUBDIVISION OF THE NORTH 4 ACRES OFF THE NORTH SIDE OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED JULY 23, 1854 AS DOCUMENT 21021;

LOTS 1, 4, 5, 8, 9, 12, 13, AND 16 IN BLOCK 3 AND LOTS 1 THROUGH 16 INCLUSIVE IN BLOCK 4 IN PETER SHIMP'S SECOND SUBDIVISION OF THE 4. ACRES IN THE NORTHEAST PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 9, RECORDED SEPTEMBER 30, 1859 AS DOCUMENT 23656;

LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE AND LOTS 14 THROUGH 18 INCLUSIVE IN BLOCK 2, AND THAT PART OF LOTS 6, 7, AND 13 IN BLOCK 2 LYING NORTHERLY OF WEST 54TH STREET AS DEDICATED BY DOCUMENT 18249291, ALL IN NICHOLS AND MCCULLOUGH'S SUBDIVISION OF THE 4 ACRES SOUTH OF AND ADJOINING THE NORTH 8 ACRES OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION

9 RECORDED APRIL 22, 1868 AS DOCUMENT 166504;

THAT PART OF WEST 53RD STREET LYING EAST OF SOUTH FEDERAL STREET AND WEST OF SOUTH STATE STREET VACATED AUGUST 16, 1961 BY DOCUMENT 18249290;

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THAT PART OF SOUTH DEARBORN STREET LYING SOUTH OF THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 1 AND LOTS 13 AND 14 IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION AFORESAID AND NORTH OF THE SOUTH LINE OF NICHOLS AND MCCULLOUGH'S SUBDIVISION AFORESAID VACATED AUGUST 17, 1886 BY DOCUMENT 744939 AND AUGUST 16, 1961 BY DOCUMENT 18249290;

PARTS OF VARIOUS PUBLIC ALLEYS LYING EAST OF SOUTH FEDERAL STREET, WEST OF SOUTH STATE STREET, SOUTH OF THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 1 AND LOTS 13 AND 14 IN BLOCK 2 OF SCHMUTZ'S SUBDIVISION AFORESAID AND NORTH OF THE SOUTH LINE OF NICHOLS AND MCCULLOUGH'S SUBDIVISION AFORESAID VACATED BY DOCUMENTS 660624, 788121 AND 18249290; AND

A 3 FOOT STRIP OF LAND BEING PART OF A PUBLIC ALLEY VACATED BY DOCUMENT 791591 AND DESCRIBED AS FOLLOWS: LYING EAST OF THE EAST LINE OF SOUTH FEDERAL STREET, SOUTH OF THE SOUTH LINE OF WEST 53RD STREET VACATED BY DOCUMENT 18249290, NORTH OF THE NORTH LINE OF AN 8 FOOT ALLEY VACATED BY DOCUMENT 18249290, WEST OF THE WEST LINES OF LOTS 4, 5, 8, 9, 12, 13 AND 16 IN BLOCK 2 OF PETER SHIMP'S SUBDIVISION RECORDED JULY 23, 1854 AS DOCUMENT 21021, WEST OF THE WEST LINES OF LOTS 1, 4, 5, 8, 9, 12, 13 AND 16 IN BLOCK 3 OF PETER SHIMP'S SECOND SUBDIVISION RECORDED- SEPTEMBER 30, 1859 AS DOCUMENT 23656, AND WEST OF THE WEST LINE OF AN ALLEY VACATED JANUARY 7, 1887 BY DOCUMENT 788121, ALL IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT:

LOTS 35, 38, 39 AND 42 IN BLOCK 1 IN SCHMITZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 35, 38, 39 AND 42 IN BLOCK 1 IN SCHMITZ'S SUBDIVISION OF LOTS 11 TO 20 OF TURNER'S SUBDIVISION OF THE EAST PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.'

Common Address: 5256 S. State Street

(Address Range: 5218-5402 S. State Street, 5219-5359 S. Federal Street, 5359-5401 S. Dearborn Street)

PINs:

20-09-412-061
20-09-413-059
20-09-413-061

20-09-412-062
20-09-413-060

20-09-413-062 20-09-422-056 20-09-422-057 20-09-422-087 20-09-422-095 20-09-422-096 20-09-422-097 20-09-422-098 20-09-422-099 20-09-423-088 20-09-423-089 20-09-423-090

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 14, 2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amendment to a previously passed redevelopment agreement with XS Tennis Village, LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

Mayor

**CHICAGO January 25, 2017 To the President
and Members of the City Council: Your Committee on Finance having had under consideration**

An ordinance authorizing the Commissioner of the Department of Planning and Development to enter into and execute a First Amendment to the Redevelopment Agreement for XS Tennis Village, LLC.

02016-9130

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

This recommendation was concurred in by _____ (afyiva voce vote
of members of the committee with _____ dissenting vote(s).

Respectfully submitted

(signed H^

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Chairman

. APPROVED-

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