



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2017-3049  
**Type:** Ordinance  
**Status:** Passed  
**File created:** 3/29/2017  
**In control:** City Council  
**Final action:** 4/19/2017  
**Title:** Sale of City-owned property to and multi-family loan agreement with New West Englewood Homes LLC at 2101-2111 W 63rd St  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Loan & Security, Sale  
**Attachments:** 1. O2017-3049.pdf, 2. O2017-3049 (V1).pdf

Date	Ver.	Action By	Action	Result
4/24/2017	1	City Council	Signed by Mayor	
4/19/2017	1	City Council	Passed	Pass
4/18/2017	1	Committee on Finance	Recommended to Pass	Pass
3/30/2017	1	City Council	Referred	

### ORDINANCE

WHEREAS, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, the City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, the City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Planning and Development ("DPD"); and

WHEREAS, DPD has preliminarily reviewed and approved the making of a loan to New West Englewood Homes LLC, an Illinois limited liability company (the "Borrower") of which The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation is the managing member, in an amount not to exceed \$3,754,940 (the "Loan"), to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof;

WHEREAS, the City is the owner of four (4) parcels of vacant land ("City Parcels") located at 2101-2111 West 63<sup>rd</sup> Street, Chicago, as legally described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, pursuant to Resolution No. 17-CDC-9, adopted by the Community Development Commission of the City of Chicago (the "Commission") on February 14, 2017, the Commission has

recommended that the DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the New West Englewood Homes LLC, as the developer ("Developer") for the Project, the form of which is attached as Exhibit C hereto and made a part hereof (the "Redevelopment Agreement"); and

WHEREAS, on February 16, 2017, the Chicago Plan Commission adopted DPD's proposed disposition of the City Parcels as set forth in Referral Number 17-016-21; and

WHEREAS, the Developer has proposed to purchase the City Parcels, as legally described on Exhibit B attached hereto and made a part hereof, from the City for the Project for One and no/100 Dollars (\$1.00) for each of the four (4) parcels, which is a write down from the fair market value for the City Parcels pursuant to the terms and conditions set forth in the Redevelopment Agreement; and

WHEREAS, by the Resolution, the Commission authorized DPD to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the City Parcels, approved DPD's request to advertise for alternative proposals, and recommended that City

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Council approve the sale of the City Parcels to the Developer if no alternative proposals were received without further Commission action; and

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

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of DPD (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-45-115 of the Municipal Code of Chicago shall not apply to the Project or the Property (as defined on Exhibit A hereto).

SECTION 4. The City is hereby authorized to sell and convey to New West Englewood Homes LLC, the four (4) City Parcels as set forth on Exhibit B as attached hereto, all for the land write down sum of One and no/100 Dollars (\$1.00) per parcel in accordance with and subject to the terms of Redevelopment Agreement.

SECTION 5. The Commissioner of DPD is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a Redevelopment Agreement

with the Developer, and such other supporting documents, as may be necessary 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 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Developer and/or an affiliate of the Developer for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

#### **EXHIBIT A**

New West Englewood Homes LLC, an Illinois limited liability company, of which The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation, is the managing member (the "Managing Member")

Acquisition of property located at 2101-2111 West 63<sup>rd</sup> Street, Chicago, IL (the "Property") and construction thereon of two buildings with approximately 12 dwelling units contained therein for low- and moderate-income families, certain common areas and parking

LOAN:

#### **ADDITIONAL FINANCING:**

Source: Multi-Family Program Funds  
Amount: Not to exceed \$3,754,940  
Term: Not to exceed 32 years  
Interest: Zero percent per annum  
Security: Non-recourse loan; second mortgage on the Property (the "City Mortgage")

1. Amount: Approximately \$828,050  
Term: Not to exceed 17 years, or other term acceptable to the Authorized Officer  
Source: IFF, or another entity acceptable to the Authorized Officer  
Interest: Not to exceed 6 percent per annum  
Security: First Mortgage on the Property, or such other security acceptable to the Authorized Officer
2. Amount: \$200,000  
Term: 17 years, or other term acceptable to the

Authorized Officer

Source: Managing Member, from proceeds derived from a grant from the Federal Home Loan Bank through the Affordable Housing Program, or another source acceptable to the Authorized Officer

Interest: Not to exceed zero percent per annum

Security: Mortgage on the Property junior to the lien of the City Mortgage, Recapture Agreement, or such other security acceptable to the Authorized Officer

3. Amount: \$100  
Source: Managing Member

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## EXHIBIT B

### LEGAL DESCRIPTION (Subject to Final Title

#### Commitment and Survey)

LOTS 1 THROUGH 5 INCLUSIVE IN BLOCK 11 IN SOUTH LYNNE, A SUBDIVISION OF THE NORTH  $\frac{1}{2}$  OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### COMMONLY KNOWN AS:

2101 West 63rd Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-009-0000

2103 West 63rd Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-008-0000

2107 West 63rd Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-044-0000

2111 West 63rd Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-045-0000

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EXHIBIT C

FORM OF AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND

See attached

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This Document Prepared by and After  
Recording Return To:

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)

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

**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 \_\_\_\_\_, 2017 (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, NEW WEST ENGLEWOOD HOMES LLC, an Illinois limited liability company (the "Developer"), whose offices are located at 219 W. Chicago Ave, Suite 400, Chicago, Illinois 60622, of which The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation is the managing member ("Managing Member").

**RECITALS**

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

WHEREAS, to induce redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, the City Council of the City (the "City Council") adopted the following ordinances on March 29, 2006: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 63<sup>rd</sup> Street and Ashland Avenue Redevelopment Project Area" (as the "Plan"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 63rd Street and Ashland Avenue Redevelopment Project Area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act" (the

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"Area"); and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 63rd Street and Ashland Avenue Redevelopment Project Area"; and

WHEREAS, the 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 Area; and

WHEREAS, the City is the owner of four (4) vacant parcels of land (each such parcel, "Parcel" and collectively the "Parcels") commonly known as 2101 - 2111 West 63<sup>rd</sup> Street, Chicago, Illinois, which Parcels are located in the Area and are legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, the Developer desires to purchase the Property from the City and intends to develop the Property through the construction and development of two adjacent three-story, six-flat buildings, each containing six (6) three-bedroom affordable rental apartments for families, for a total of twelve (12) rental housing units ("Rental Housing Units"). Two (2) Rental Housing Unit will be accessible; two (2) Rental Housing Unit will be equipped for the hearing and visually impaired; and two (2) Rental Housing Units will be adaptable, as all such Rental Housing Units are more fully described on Exhibit B attached hereto (the "Project"), which Project is consistent with the Plan for the Area; and

WHEREAS, for a term of thirty (30) years ("Affordability Term") from the date the City issues a Certificate of Completion (as defined in Section 13 herein) for the Project, a minimum of 20% of the Rental Housing Units shall be affordable to households earning up to fifty percent (50%) of the area median income, and the remaining 80% of the Rental Housing Units shall be affordable to households earning up to sixty percent (60%) of the area median income; and

WHEREAS, the appraised fair market value of the Property is Two Hundred Forty-Five Thousand and No/Dollars (\$245,000); and

WHEREAS, the Developer has submitted a proposal to the Department to purchase the Property for One and no/100 Dollars (\$1.00) for each of the four (4) Parcels, which is a writedown of Two Hundred Forty-Four Thousand Nine Hundred Ninety-Six and No/Dollars (\$244,996); and

WHEREAS, Developer is obtaining financing for the Project as follows: (1) approximately \$828,050 from IFF which shall be secured with a first mortgage on the Property for a term of 17 years, or other term acceptable to the IFF Authorized Officer; (2) a non-recourse loan in an amount not to exceed \$3,754,940 in Multi-Family Program Funds from the City of Chicago, as administered by the Department, secured with a second mortgage against the Property for a term not to exceed 32 years; (3) approximately \$200,000 from

Federal Home Loan Bank ("FHLB") through the Affordable Housing Program secured with a third mortgage, recapture agreement, or such other security acceptable to the FHLB authorized officer on the Property for a term of 17 years, or other term acceptable to the FHLB authorized officer; and (4) \$100 from the Managing Member; and

WHEREAS, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 2017, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of Proceedings of the City Council of the City of Chicago of such date, authorized the sale of the Property to the Developer

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for One and no/100 Dollars (\$1.00) for each of the four (4) Parcels, the aggregate amount of Four and No/Dollars (\$4.00), 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.

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

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

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

#### **SECTION 2. PURCHASE PRICE.**

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and Developer agrees to purchase the Property from the City for the land write down amount of One and no/100 Dollars (\$1.00) for each of the four (4) Parcels, the aggregate amount of Four and No/Dollars (\$4.00) ("Purchase Price") to be paid by cashier's check, certified check or wire transfer of immediately available funds.

#### **SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.**

No earnest money or performance deposit shall be required.

#### **SECTION 4. CLOSING.**

The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the downtown Chicago offices of a title company selected by the Developer (the "Title Company"), on a date that is within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 9.1, unless the Department, in its sole discretion, waives one or more such conditions, or on such other date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur any later than June 30, 2017, unless the Department, in its sole discretion, extends the Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed for the Parcels to be conveyed to the Developer, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

#### **SECTION 5. CONVEYANCE OF TITLE.**

5.1 Form of Deed. The City shall convey the Parcels to the Developer by quitclaim deed ("Deed") to



Developer, subject to the terms of this Agreement and the following:

- (a) the Plan for the Area;
- (b) the standard exceptions in an ALTA title insurance policy;

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general real estate taxes and any special assessments or other taxes;

- d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- e) such other title defects as may exist; and
- f) any and all exceptions caused by the acts of the Developer or its agents.

2 Recording Costs. The Developer shall pay to record the Deed, this Agreement and any other documents incident to the conveyance of the Property to Developer.

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

## **SECTION 6. TITLE AND SURVEY.**

1 Title Commitment and Insurance. Not less than 30 days before the anticipated Closing Date, the Developer shall order a current title commitment for the Property issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the 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 Closing. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees).

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

3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the conveyance of the Property, to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement with respect to the Property by delivery of written notice to the City at least fourteen (14) business days prior to the Closing Date, in which event this Agreement shall be null and void, and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder with respect to the Property. If the

Developer elects not to terminate this Agreement with respect to the Property as aforesaid, the Developer agrees to accept title subject to all exceptions. The Developer shall be responsible for all taxes accruing after the Closing Date.

## **SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for all necessary building permits and other required permits and approvals for the construction of the Project (collectively, "Governmental Approvals") no later than fourteen (14) days after the City Council authorizes the sale of the Property, unless the Department, in its sole discretion, extends such application date, and shall pursue such permits and approvals in good faith and with all due diligence.

## **SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.**

The total of the Project Budget ("Project Budget") is currently estimated to be Four Million Seven Hundred Eighty Two Thousand Nine Hundred Ninety and No/100 Dollars (\$4,782,990). The Developer shall provide the City with a Project MBE/WBE Budget ("Preliminary Project MBE/WBE Budget"), attached hereto as Exhibit C, representative of the Project and Project MBE/WBE amounts. The Preliminary MBEAA/BE Budget may designate hard and soft costs that shall be subject to the City's sole discretionary review and approval of such costs.

Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to the Department for approval a final Project Budget, and final Project MBE/WBE Budget (together, the "Final Project Budgets") materially consistent with the Preliminary Project Budget and Preliminary Project MBE/WBE Budget, and evidence of funds adequate to finance the purchase of the Property and construct the Project ("Proof of Project Financing").

## **SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.**

9.1 Closing. The obligations of the City under this Agreement and to convey the Property to the Developer are contingent upon each of the following being satisfied at least fourteen (14) days prior to the Closing Date, or by such other date as may be specified, unless waived or extended in writing by the Department:

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

9.1.B. Due Diligence. The Developer shall have delivered to the City due diligence searches in the Developer's name (UCC, State and federal tax lien, pending litigation 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.

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

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

9.1.E. Budget and Proof of Financing. The City shall have approved: (1) the Developer's project budget (including hard and soft construction costs) for the Project; and (2) proof of Developer's financing (i.e., binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount necessary to fill the gap between the Developer's project budget and any approved financing) for the Project.

9.1.F. Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close all the financing approved by the Department as part of the Developer's proof of financing for the Project.

9.1.G. 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 the holder of any Approved Mortgage) on any property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 13 below). 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.

9.1.H. Subordination Agreement. On the Closing Date, and prior to recording any mortgage approved pursuant to Section 9.1 .E above (each such mortgage, an "Approved Mortgage"), the Developer shall, at the City's request, deliver to the City a subordination agreement in a form reasonably acceptable to the City (the "Subordination Agreement"), in which the Lender agrees to subordinate the lien of its mortgage to the covenants running with the land as provided in Section 18.

9.1.1. MBEA/VBE 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 26% MBE, 6% WBE, 50% Local Hiring and other requirements set forth in Section 23. and at least fourteen (14) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

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

9.1 .K. Reconveyance Deed. Prior to the conveyance of the Property to the Developer, Developer shall deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), for possible recording in accordance with Section 19.6 below, if applicable.

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

9.1.M. Right to Terminate. If any of the conditions in this Section 9 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 prior to the expiration of said forty-five (45) day period, 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 10. CONSTRUCTION REQUIREMENTS.**

1 Drawings. The Developer shall construct the Project on the Property in substantial accordance with the site plan and other drawings attached hereto as Exhibit D. and in accordance the final plans and specifications prepared by \_\_\_\_\_, dated 2017, which have been approved by the Department and which are incorporated herein by this reference (collectively, "Drawings"). No material deviation from the Drawings may be made without the prior written approval of the Department. If the Developer submits and the Department approves revised design development drawings and specifications after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised design development drawings and specifications upon the Department's written approval of the same.

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

3 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion (as defined in Section 13 below), 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.

10.5 Survival. The provisions of this Section 10 shall survive the Closing.

#### **SECTION 11. LIMITED APPLICABILITY.**

The approval of any Drawings by the Department's Bureau of Housing 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 12. COMMENCEMENT AND COMPLETION OF PROJECT.**

Subject to the receipt of all necessary governmental approvals, the Developer shall commence construction of the Project no later than July 15, 2017 after the Closing Date ("Construction Commencement Date"), and shall complete the Project, as reasonably determined by the Department and evidenced by a Certificate of Completion (as defined in Section 13) no later than twelve (12) months, July 15, 2018, following the Construction Commencement Date.

The Developer shall give written notice to the City within five (5) days after it commences construction of the Project. The Developer shall construct the Project in accordance with the Drawings and all Laws and covenants and restrictions of record.

#### **SECTION 13. CERTIFICATE OF COMPLETION.**

Upon substantial completion of the Project, the Developer shall deliver to the City's Department of Law a Request for a Certificate of Completion ("Request for Certificate of Completion") in substantially the form attached hereto as Exhibit E. The Request for Certificate of Completion must include a copy of the building permit(s) for the Project, which evidences (on the reverse side of the permit) that the City's Department of Buildings has inspected and approved the following:

1. Footings (underground inspection);
2. Framing (rough-in inspection);
3. Plumbing (underground, rough-in and final inspections); and
4. Electrical (rough-in and final inspections).

Within fifteen (15) days after receipt of a Request for Certificate of Completion, the Department shall deliver to the Developer either a Certificate of Completion for the Project ("Certificate of Completion") or a written statement indicating in adequate detail how the Developer's Request for the Certificate of Completion was deficient. The Developer shall have thirty (30) days to correct any deficiencies and resubmit a Request for Certificate of Completion. The Certificate of Completion shall be in recordable form, and shall, upon recording, release the Property identified in the Certificate of Completion from this Agreement. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating

to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction.

#### SECTION 14. RESTRICTIONS ON USE.

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

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

2 The Developer shall maintain a minimum of 20% of the Rental Housing Units as affordable to households earning up to fifty percent (50%) of the area median income, and the remaining 80% of the Rental Housing Units as affordable to households earning up to sixty percent (60%) of the area median income, for a term of thirty (30) years ("Affordability Term") from the date the City issues a Certificate of Completion (as defined in Section 13 herein) for the Project.

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

4 The Developer shall devote the Property to a use consistent with the Plan.

The Developer acknowledges and agrees that the use restrictions set forth in this Section 14 constitute material, bargained-for consideration for the City, and that, but for such use restrictions, the City would not have agreed to convey the Property to Developer.

#### SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the City's issuance of the Certificate of Completion, the Developer shall not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion: (1) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein, or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (2) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

#### SECTION 16. 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 shall be in the Department's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the acquisition and construction financing approved pursuant to Section 9.1.E.

#### SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any Approved Mortgage (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land

specified in Section 18 and, at the Closing, at the City's request, shall execute a Subordination Agreement. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party (that is not also a mortgagee), such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

## **SECTION 18. COVENANTS RUNNING WITH THE LAND.**

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) Section 16 (Limitation Upon Encumbrance of Property), Section 21 (Indemnification) and Section 22 (Environmental Matters) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 14.1, and 16 shall expire and terminate upon the issuance of the Certificate of Completion without further action by the parties. The covenant contained in Section 14.2 shall expire after the thirty (30) year Affordability Term has expired. The covenant contained in Section 14.3 shall remain in effect without limitation as to time. The covenant contained in Section 14.4 shall expire and terminate without further action of the parties upon the expiration of the Plan for the Area.

## **SECTION 19. PERFORMANCE AND BREACH.**

1 Time of the Essence. Time is of the essence in the Developer's performance of its 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, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes (collectively, "Permitted Delays"). The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such

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cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project).

Whenever the City shall deliver a notice or demand pursuant to this Section 19.3, the City shall at the same time forward a copy of such notice or demand to any lender previously approved by the City in writing. After the expiration of any applicable cure period, each such lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period. In no event shall the cure period applicable to any lender extend beyond ninety (90) days from the date of the City's default notice to the Developer.

Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c), (e), (g) and (j).

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

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

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

c) The Developer fails to commence or complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project (no notice or cure period shall apply).

d) The Developer fails to pay real estate taxes or assessments affecting the Property or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property.

e) 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).

f) There is a material and adverse change in the Developer's financial condition or operations.

g) The Developer fails to close by the Closing Date, as such date may be amended by the Department, in its sole discretion (no notice or cure period shall apply, except as set forth in Section 9.1.M.).

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

(i) The Developer fails to comply with the restrictions set forth in Sections

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14.1, 14.3, and 14.4.

(j) The Developer fails to use the Property in accordance with Section 14.2 (no notice or cure period shall apply).

5 Prior to Closing. If an Event of Default occurs prior to the Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Developer.

6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above,



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. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property to the Developer.

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 during the period of time the Property was owned by the Developer.

## **SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

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

## **SECTION 21. 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) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and

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management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Property prior to or after the Closing. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. ENVIRONMENTAL MATTERS.**

1. "As Is" Sale. The Developer acknowledges and agrees that it has had, or will have had, prior to the Closing Date, adequate opportunity to inspect the Property. The Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition on the Closing Date 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's obligation to purchase the Property is conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Developer determines that it is not satisfied, in

its sole discretion, with the condition of the Property, the condition of title to the Property, any obligations imposed upon the Developer to make infrastructure improvements as required under Section 10 the terms imposed upon the Developer in connection with any required Governmental Approvals, the Redevelopment Plan, or the No Further Remediation Letter requirements described in Section 22.2, or for any other reason, the Developer may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.1, the Developer shall be deemed satisfied with the condition of the Property. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer agrees that it is the Developer's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

2. The Developer acknowledges and agrees that on December 21, 2016, the Project received the City's conditional environmental clearance contingent upon the Developer obtaining a No Further Remediation ("NFR") letter for the Project from the Illinois Environmental Protection Agency ("IEPA").

22.3 The Developer hereby represents and warrants to the City that, as of the Closing Date, the Developer shall conduct environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Drawings and all amendments thereto, and the Plan. The Developer represents and warrants that, as of the Closing Date, it shall deliver true and complete copies of all final environmental studies, reports, field data, correspondence with any environmental agency and similar documents prepared by or for the Developer (or otherwise obtained by the Developer) regarding the environmental condition of the Property (collectively, "Environmental Documents") as of the date hereof to the City.

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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, the NFR Letter.

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

22.4 Release and Indemnification. The Developer, on behalf of itself, or anyone claiming by, through, or under the Developer, hereby releases, relinquishes and forever discharges the City 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, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or

associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 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 for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer shall not assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

For the purposes of this Section 22:

"Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a

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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 shared ownership, a trust, a contract or otherwise.

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

"Hazardous Material" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant or contaminant, and shall include, but not be limited to, volatile organic compounds ("VOCs"), polynuclear aromatic hydrocarbons ("PNAs"), petroleum (including crude oil), metals, any radioactive material or byproduct material, polychlorinated biphenyls ("PCBs"), and asbestos in any form or condition.

"Indemnitees" shall mean the City, and its elected and appointed officials, employees, agents and

affiliates.

"Losses" means any and all claims, demands, actions, suits, causes of action, legal or administrative proceedings, losses, damages, obligations, liabilities, executions, judgments, fines, penalties, assessments, liens, debts, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, investigation, cleanup, monitoring, remedial, removal and restoration costs, natural resource damages, property damages, and the reasonable fees and disbursements of counsel for Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto).

## **SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

23.1 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 or occupation of the Property:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of

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Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

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

d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a)

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

f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

### 23.2 City Resident Employment Requirement.

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

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this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

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

e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to 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.

f) 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.

g) 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.

h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual

Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 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 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the

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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.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 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 23.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs, as set forth in Exhibit C hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 6% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

b) For purposes of this Section 23.3 only:

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

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

Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

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

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

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(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code

of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with the City's monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, 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 23 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, if any. 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 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

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

a) Developer is a limited liability company and has the authority to acquire, own and redevelop the Property.

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: (i)

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affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws,



including, without limitation, any zoning and building codes and, subject to the Environmental Laws; or (ii) 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.

3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

## SECTION 25. NOTICES.

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

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

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

If to the Developer: New West Englewood Homes, LLC  
219 West Chicago Avenue, Suite 400 Chicago, Illinois  
60622 Attn:

With a copy to:

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day

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or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

## **SECTION 26. BUSINESS RELATIONSHIPS.**

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

## **SECTION 27. PATRIOT ACT CERTIFICATION.**

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, 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 the 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 28. 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

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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 discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (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

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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.

## SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

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

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

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

4 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or

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amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

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

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

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

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

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

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

11 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. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

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

### **SECTION 31. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

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

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**abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago. SECTION**

### **32. 2014 HIRING PLAN PROHIBITIONS.**

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

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

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

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

*(Signature Page Follows)*

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

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

By:  
David L. Reifman  
Commissioner of Planning and Development

**NEW WEST ENGLEWOOD HOMES LLC,**  
an Illinois limited liability company

By:  
Name: Its:

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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 David L. Reifman, the Commissioner of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2017.

NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of New West Englewood Homes LLC, an Illinois limited liability 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, being first duly sworn by me, acknowledged that, he/she signed and delivered the foregoing instrument pursuant to authority given by New West Englewood Homes LLC as his/her free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NOTARY PUBLIC

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**EXHIBIT A LEGAL DESCRIPTION OF PROPERTY**

(Subject to Final Title Commitment and Survey)

LOTS 1 THROUGH 5 INCLUSIVE IN BLOCK 11 IN SOUTH LYNNE, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

2101 West 63<sup>rd</sup> Street, Chicago, Illinois 60636  
Property Index Number: 20-19-105-009-0000 <sup>1</sup>

2103 West 63<sup>rd</sup> Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-008-0000

2107 West 63<sup>rd</sup> Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-044-0000



2111 West 63rd Street, Chicago, Illinois 60636 Property Index  
Number: 20-19-105-045-0000

**EXHIBIT B**

**NARRATIVE DESCRIPTION OF PROJECT**

The Project shall consist of two adjacent three-story, six-flat buildings, each containing six (6) three-bedroom affordable rental apartments for families. For a term of thirty (30) years from the date the City issues a Certificate of Completion for the Project, a minimum of 20% of the Rental Housing Units shall be affordable to households earning up to fifty percent (50%) of the area median income, and the remaining 80% of the Rental Housing Units shall be affordable to households earning up to sixty percent (60%) of the area median income. Two (2) Rental Housing Unit will be accessible; two (2) Rental Housing Unit will be equipped for the hearing and visually impaired; and two (2) Rental Housing Units will be adaptable. The Project's building structures shall consist of masonry construction. The Project amenities shall include in-unit washers and dryers; patio; green space at the rear of the unit; on-site parking, with 12 parking spaces located in the rear of the buildings; and extensive social services offered next door by Clara's Village.

The Project will achieve Energy Star Certification; manage stormwater onsite with permeable paver; Energy Star appliances and lighting plan for all Rental Housing Units; low-VOC paints; low flow water faucets, shower heads and toilets; and energy efficient windows and heating and cooling systems.

The Project has been awarded a HUD Continuum of Care grant which will provide \$250,000 annually for rental assistance and social service funding. The tenants will pay no more than 30% of their income for rent.

The Project will produce 40 temporary construction jobs and 1 permanent job.

**EXHIBIT C**

**PRELIMINARY PROJECT MBE/WBE BUDGET**

**(TO COME)**

**EXHIBIT D SITE PLAN AND DRAWINGS**

**(Attached)**

**EXHIBIT E**

**FORM OF REQUEST FOR CERTIFICATE OF COMPLETION**

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

Re: \_\_\_\_\_, Chicago, Illinois

Please be advised that New West Englewood Homes LLC, has substantially completed the construction of the Project at the above-referenced location in accordance with that certain

Agreement for the Sale and Redevelopment of Land dated as of \_\_\_\_\_, 2017, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on \_\_\_\_\_, 20\_\_\_\_, as Document No. \_\_\_\_\_ ("Redevelopment Agreement"), and would like to a recordable Certificate of Completion with respect to the Property. Attached hereto please find a copy of the building permit(s) for the Parcel, which evidences (on the reverse side of the permit) that the City's Department of Buildings has inspected and approved the following:

**1 2 3 4**

Footings (underground inspection); Framing (rough-in inspection);  
Plumbing (underground, rough-in and final inspections); and Electrical (rough-in and final inspections).

Please notify the undersigned when the Certificate of Completion for the Project is available for pickup.

Sincerely,

**New West Englewood Homes LLC**

**By:**

Name: Title:

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

March 29, 2017

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 conveyance of city-owned property, together with the execution of multi-family loan agreements.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

CHICAGO April 19,2017

**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 Loan Agreement with New West Englewood Homes LLC.

02017-3049

Amount of Loan not to exceed:

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  
of members of the committee with**

**(signed)**

**Chairman**