



# Office of the City Clerk

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

## Legislation Details (With Text)

**File #:** O2021-1210

**Type:** Ordinance **Status:** Passed

**File created:** 3/24/2021 **In control:** City Council

**Final action:** 4/21/2021

**Title:** Redevelopment agreement with Chicago Southwest Development Corp. involving sales, transfers and exchanges of various parcels for relocation and development of new St. Anthony Hospital facility in vicinity of W 31st St and S Kedzie Ave

**Sponsors:** Lightfoot, Lori E.

**Indexes:** Redevelopment

**Attachments:** 1. O2021-1210.pdf, 2. O2021-1210 (V1).pdf

Date	Ver.	Action By	Action	Result
4/28/2021	1	City Council	Signed by Mayor	
4/21/2021	1	City Council	Passed	Pass
4/15/2021	1	Committee on Housing and Real Estate	Recommended to Pass	
3/24/2021	1	City Council	Referred	

### ORDINANCE

WHEREAS, the City of Chicago ("City") is an Illinois municipal corporation; and

WHEREAS, Chicago Southwest Development Corporation ("Developer") is an Illinois not-for-profit corporation; and

WHEREAS, the Board of Education of the City of Chicago ("Board") is the beneficial owner of one vacant parcel of property located at 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois (PIN: 16-35-201-012) (the "Property"), and which Property is located in the Little Village Industrial Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 13, 2007, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2626; and

WHEREAS, pursuant to applicable state law, the City holds legal title to the Property in trust for public schools; and

WHEREAS, pursuant to its power and authority under the School Code of the State of Illinois, 105 ILCS 5/1-1 et. seq. (the "School Code") and pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 eq. seq. (the "LGPTA"), the Board at its meeting on January 25, 2012, pursuant to Board Report 12-0125-OP1 (the "January 25, 2012 Report"), determined that it is necessary or convenient for it to lease the real property commonly known as 4001 North Oak Park Avenue, Chicago, IL (PIN: 13-18-409-050 [part of]) (the "Read-Dunning Property") from the City with an option to purchase in consideration of the conveyance of the real property commonly known as 1450 N. Larrabee Street, Chicago, IL 60610 (PIN: 17-04-106-001 through -014; 17-04-107-005 through -015; 17-04-119-001 through -024; 17-04-119-039; 17-04-119-041; 17-04-120-001 through -023; and 17-04-120-025) (the "Former Near North Property") and the Property by the Board to the City; and

WHEREAS, pursuant to an ordinance adopted by the City Council on May 9, 2012, and published in

the Journal for such date at pages 25768 through 25835, the City Council approved the City's acquisition of the Property from the Board; and

WHEREAS, to reiterate the Board's decision expressed in the January 25, 2012 Report to convey title to the Property to the City, the Board has notified the City in writing that the Board is ready, willing and able to convey title to the Property to the City so that the City may satisfy its obligation under this Agreement to convey title to the Property to Developer in the event Developer satisfies the conditions to the City's obligation to close described in Section 9 of the substantially final form of the proposed redevelopment agreement attached hereto as Exhibit 1 ("Redevelopment Agreement"); and

WHEREAS, the Developer is the owner of multiple parcels of property located at 3244-3250 S. Kedzie Ave. (PIN: 16-35-203-006); 3200 S. Kedzie Ave. and 3230 and 3354 W. 31<sup>st</sup> Street (PIN: 16-35-203-002, -004 and -008) and 3345 W. 31<sup>st</sup> Street (PIN: 16-35-201-007, -008, -010, -011 and -014), Chicago, Illinois, (collectively, the "Developer Parcels") and which Developer Parcels are located in the Area; and

WHEREAS, in or about 2010, after the City toured the existing Saint Anthony Hospital located at 2875 W. 19<sup>th</sup> Street (the "Current Saint Anthony Hospital"), Chicago, IL 60623, the City recommended to Saint Anthony Hospital (the "Hospital") that it consider developing a plan to relocate the Current Saint Anthony Hospital to ensure continued operations in and service to the community and that, as part of the plan, the City suggested that the Hospital acquire and develop the Property into a new Saint Anthony Hospital (the "New Saint Anthony Hospital"); and

1

WHEREAS, the Hospital caused the Developer to be created as a separate, independent not-for-profit corporation to create a relocation plan and such plan included acquisition of the Property from the City together with the acquisition of the Developer Parcels to construct the New Saint Anthony Hospital and the Remainder Project (as defined below); and

WHEREAS, the Hospital was founded in 1898 and is a not-for-profit, acute care, community hospital, community teaching hospital dedicated to serving the health needs and improving the health and wellness of the families of Chicago's West and Southwest Sides; and

WHEREAS, the Hospital provides medical care, social services, and community outreach to the residents of eight neighborhoods in the City of Chicago: Little Village, North Lawndale, Pilsen, Brighton Park, Back of the Yards, McKinley Park, Archer Heights and Austin; and

WHEREAS, the Hospital offers services for people regardless of their nationality, religious affiliation and ability to pay; and

WHEREAS, the current appraised market value of the Property is TWO MILLION, THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$2,350,000.00); and

WHEREAS, the Developer is requesting and desires to purchase the Property for FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to develop the Project (as defined below); and

WHEREAS, the City is willing to sell the Property to the Developer in "as-is", "where is" and "with all faults" condition for the FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00); and

WHEREAS, the Developer shall do the following in relation to the Property and Developer Parcels (such Property and Developer Parcels collectively referred to herein as the "Project Parcels"): (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and the uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 to the Property and part of the Developer

Parcels and develop a new approximately 151-bed hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs; and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs (the "Project"), and perform other redevelopment obligations as set forth in the Redevelopment Agreement; and

WHEREAS, the Developer desires to develop the remainder of the Project Parcels (the "Remainder Project Parcels") with uses including, but not limited to, commercial, residential and mixed use commercial/residential and public and civic (the "Remainder Project"); provided, however, such uses shall be subject to the City's final review and zoning approval; and

WHEREAS, the Developer and City acknowledge that implementation of the policies and provisions described in the Redevelopment Agreement will be of mutual benefit to the Developer and the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago: SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

2

SECTION 2. It is hereby determined and declared and found that it is useful, desirable and necessary that the City convey the Property to the Developer.

SECTION 3. The Mayor or her proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more deeds conveying the Property from the City in trust for public schools to the City itself. The Department is hereby authorized to accept such deeds for the Property on behalf of the City, subject to the approval of the Corporation Counsel.

*SECTION 4. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11 -74.4-4 of the Illinois Tax Increment Allocation Redevelopment Act.*

SECTION 5. The sale of the Property to the Developer for \$5,000,000 is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents. Such supporting documents shall include but not be limited to an escrow agreement for the environmental remediation of the Property as contemplated by the Redevelopment Agreement, which such escrow agreement may also be executed and administered on behalf of the City by the Commissioner of the Department of Assets, Information and Services or his designee.

SECTION 6. The Mayor or her proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

3

ORDINANCE EXHIBIT 1, THE REDEVELOPMENT AGREEMENT

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

Michael  
Senior  
of Chicago  
Department of Law, Real Estate Division 121  
North LaSalle Street, Room 600 Chicago, Illinois  
60602 (312)744-6910

Counsel

Gaynor  
City

**AGREEMENT FOR THE SALE  
AND REDEVELOPMENT**

OF LAND (With Reconveyance

Deed terms at Sections 9J), 19.6, and in  
the form attached as Exhibit E.)

(The Above Space For Recorder's Use Only)

This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the      day of      , 2021 (the "Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"). having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

("Developer"), whose offices are located at 2875 West 19<sup>th</sup> Street, Chicago, Illinois 60623.

#### RECITALS

A) WHEREAS, the Board of Education of the City of Chicago ("Board") is the owner of one vacant parcel of property located at 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois (PIN: 16-35-201-012), which is legally described on Exhibit A attached hereto (the "Property"), and which Property is located in the Little Village Industrial Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 13, 2007, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2626; and

B) WHEREAS, pursuant to its power and authority under the School Code of the State of Illinois, 105 ILCS 5/1-1 et. seq. (the "School Code") and pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 eq. seq. (the "LGPTA"), the Board at its meeting on January 25, 2012, pursuant to Board Report 12-0125-OP1 (the "January 25, 2012 Report"), determined that it is necessary or convenient for it to lease the real property commonly known as 4001 North Oak Park Avenue, Chicago,

4

IL (PIN: 13-18-409-050 [part of]) (the "Read-Dunning Property") from the City with an option to purchase in consideration of the conveyance of the real property commonly known as 1450 N. Larrabee Street, Chicago, IL 60610 (PIN: 17-04-106-001 through -014; 17-04-107-005 through -015; 17-04-119-001 through -024; 17-04-119-039; 17-04-119-041; 17-04-120-001 through -023; and 17-04-120-025) (the "Former Near North Property") and the Property by the Board to the City; and

C) WHEREAS, pursuant to an ordinance adopted by the City Council on May 9, 2012, and published in the Journal for such date at pages 25768 through 25835, the City Council approved the City's acquisition of the Property from the Board; and

D) WHEREAS, to reiterate the Board's decision expressed in the January 25, 2012 Report to convey title to the Property to the City, the Board has notified the City in writing that the Board is ready, willing and able to convey title to the Property to the City so that the City may satisfy its obligation under this Agreement to convey title to the Property to Developer in the event Developer satisfies the conditions to the City's obligation to close described in Section 9 of this Agreement; and

E) WHEREAS, the Developer is the owner of multiple parcels of property located at 3244-3250 S. Kedzie Ave. (PIN: 16-35-203-006); 3200 S. Kedzie Ave. and 3230 and 3354 W. 31<sup>st</sup> Street (PIN: 16-35-203-002, -004 and -008) and 3345 W. 31<sup>st</sup> Street (PIN: 16-35-201-007, -008, -010, -011 and -014), Chicago, Illinois, which are legally described on Exhibit B attached hereto (collectively, the "Developer Parcels") and which Developer Parcels are located in the Area; and

F) WHEREAS, in or about 2010, after the City toured the existing Saint Anthony Hospital located at 2875 W. 19<sup>th</sup> Street (the "Current Saint Anthony Hospital"). Chicago, IL 60623, the City recommended to Saint Anthony Hospital (the "Hospital") that it consider developing a plan to relocate the Current Saint Anthony Hospital to ensure continued operations in and service to the community and that, as part of the plan, the City suggested that the Hospital acquire and develop the Property into a new Saint Anthony Hospital (the "New Saint Anthony Hospital"); and

G) WHEREAS, the Hospital caused the Developer to be created as a separate, independent not-for-profit corporation to create a relocation plan and such plan included acquisition of the Property from the City together with the acquisition of the Developer Parcels to construct the New Saint Anthony Hospital and the Remainder Project (as defined herein); and

H) WHEREAS, the Hospital was founded in 1898 and is a not-for-profit, acute care, community hospital, community teaching hospital dedicated to serving the health needs and improving the health and wellness of the families of Chicago's West and Southwest Sides; and

(I) WHEREAS, the Hospital provides medical care, social services, and community outreach to the residents of eight neighborhoods in the City of Chicago: Little Village, North Lawndale, Pilsen, Brighton Park, Back of the Yards, McKinley Park, Archer Heights and Austin; and

(J) WHEREAS, the Hospital offers services for people regardless of their nationality, religious affiliation and ability to pay; and

(K) WHEREAS, the Developer is requesting and desires to purchase the Property for FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to develop the Project (as defined herein); and

(L) WHEREAS, the City is willing to sell the Property to the Developer in "as-is", "where is" and "with all faults" condition for the FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00); and

5

(M) WHEREAS, the Developer shall do the following in relation to the Property and Developer Parcels (such Property and Developer Parcels collectively referred to herein as the "Project Parcels"): (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and the uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 to the Property and part of the Developer Parcels and develop a new approximately 151-bed hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs; and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs; and all as more fully described on Exhibit C attached hereto (the "Project"), and perform other redevelopment obligations as set forth in this Agreement; and

(N) WHEREAS, the Developer desires to develop the remainder of the Project Parcels (the "Remainder Project Parcels") with uses including, but not limited to, commercial, residential and mixed use commercial/residential and public and civic (the "Remainder Project"); provided, however, such uses shall be subject to the City's final review and zoning approval; and

(O) WHEREAS, the Developer and City acknowledge that implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City; and

(P) WHEREAS, the Developer and City shall execute this Agreement upon passage and approval of an ordinance authorizing this Agreement and the execution of same.

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 findings and 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.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property in "as-is, "where is", and "with all faults" condition, for the sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) ("Purchase Price"). Such amount shall be paid to the City at the Closing (as defined in Section 4). The appraised market value of the Property is TWO MILLION, THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$2,350,000.00). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees, title insurance fees, survey fees, and all other closing costs and expenses.

Developer and the City shall execute this Agreement upon passage and approval of an ordinance ("Ordinance") authorizing this Agreement and the execution of same. The original executed Agreement shall be held in escrow by the City's Department of Law, Real Estate and Land Use Division. The City shall provide the Developer with a fully executed copy of this Agreement.

## SECTION 3. PERFORMANCE DEPOSIT.

6

1 Performance Deposit. The Developer has previously deposited with DPD the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 13 of this Agreement). The Performance Deposit shall be refunded to the Developer upon the issuance of said Certificate of Completion or otherwise pursuant to the provisions of this Agreement, but shall be forfeited to the City if the Developer defaults, after written notice from the City (if required) and the applicable cure or grace period (if any) as set forth in Section 19.3 of this Agreement, in any of its obligations under the terms of this Agreement.

2 Interest. The City will pay no interest to the Developer on the Performance Deposit.

3.3 Board's Conveyance of Title to the City. No later than fourteen (14) days after the Effective Date, the City shall notify Developer that the Board has provided the City with a recordable deed conveying title to the Property to the City (the "Board-City Deed"). The City shall deposit the Board-City

Deed into the closing escrow promptly after Developer has satisfied the conditions to the City's obligation

to close pursuant to Section 9 of this Agreement.

## SECTION 4. CLOSING.

1 Closing Location. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the downtown offices of Greater Illinois Title Insurance Company (the "Title Company"). 120 North LaSalle Street, Chicago, Illinois 60601.

2 Closing Date. The Closing shall occur no later than thirty (30) days after the Developer has satisfied the conditions to the obligation to close under Section 9 of this Agreement (the "Closing Date").

3 Deed. Transfer Declarations and ALTA Statement. On or before the Closing Date, the City shall deliver to the Title Company the Board-City Deed, Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

#### SECTION 5. CONVEYANCE OF TITLE.

1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

- a) the standard exceptions in an ALTA title insurance policy;
- b) general real estate taxes and any special assessments or other taxes;
- c) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of the Property for the development of the Project;
- d) such other title defects as may exist; and
- e) any and all exceptions caused by the acts of the Developer or its agents.

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 the Developer.

#### SECTION 6. TITLE AND SURVEY.

7

1 The Developer acknowledges that the City has delivered to the Developer an initial title commitment for an owner's policy of title insurance for the Property (the "Title Commitment") from the Title Company, showing the Board in title to the Property as of the Effective Date. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey the Title Company deems necessary for the Closing.

2 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 Closing Date, 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 unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) 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, and the Performance Deposit shall be returned to Developer. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

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

After the Effective Date, Developer shall apply for all necessary zoning approvals for the Project and Remainder Project and shall pursue such approvals in good faith and with all due diligence.



## SECTION 8. PROJECT BUDGET.

8.1. Preliminary Core and Shell Project Budget. The total preliminary estimated core and shell construction budget for the Project ("Preliminary Core and Shell Project Budget") is ONE HUNDRED EIGHTY MILLION AND NO/100 DOLLARS (\$180,000,000.00).

8.2 Updated Core and Shell Project Budget. Not less than thirty (30) days prior to the Closing Date, the Developer shall submit to DPD for approval an updated core and shell budget for the Project (the "Updated Core and Shell Project Budget").

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

The obligation of the City under this Agreement to convey title to the Property is contingent upon each of the following being done at least thirty (30) days prior to the Closing Date:

1 Final Zoning Approvals. The Developer shall have delivered to the City evidence of all zoning approvals required for construction of the Project and Remainder Project.

2 Updated Core and Shell Project Budget. The Developer shall have provided the City with evidence of the Updated Core and Shell Project Budget.

3 Insurance. The Developer shall have delivered to the City evidence of insurance as such required insurance is set forth on Exhibit D, attached hereto and made a part hereof. The City shall be named as an additional insured on all liability insurance policies, with endorsements, and as a loss payee

8

(subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 13 of this Agreement). 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.

4 Legal Opinion. The Developer shall, at the City's request, deliver to the City a legal opinion in a form reasonably acceptable to the City's Corporation Counsel.

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

6 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

7 Representations and Warranties. On the Closing Date, each of the representations and

warranties of the Developer in Section 24 of this Agreement and elsewhere in this Agreement shall be true and correct.

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

9 Reconveyance Deed. Simultaneous with the execution of this Agreement, the Developer shall execute and deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), substantially in the form attached hereto as Exhibit E, for possible recording in accordance with Section 19 of this Agreement.

10 Phase I and Phase II ESA. The Developer shall have provided the City the Phase I ESA and Phase II ESA as described in and pursuant to Section 22.4 of this Agreement.

11 Environmental Escrow. Pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit H (the "Joint Order Escrow Agreement"), the Developer shall deposit in a joint order escrow account THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) (the "Joint Order Deposit") less the amount of costs of Remediation Work (as defined in Section 22.4 of this Agreement) actually incurred and paid by the Developer as of the Closing Date (the "Pre-Closing Date Remediation Work Costs"), said Pre-Closing Date Remediation Work Costs are itemized and shown on Exhibit I attached hereto. The Developer shall pay all escrow fees, if any. The Developer shall be entitled to draw from the joint order escrow account as funds are expended for Remediation Work (as defined in Section 22.4 of this Agreement) related to obtaining the NFR Letter (as defined in Section 22.4 of this Agreement) for the Project Parcels in accordance with Section 22.4 of this Agreement. If the total cost of the

9

Remediation Work is less than the Joint Order Deposit, then the escrow balance (including interest, if any) shall belong to the Developer and the Developer shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the Developer following the issuance and recording of the NFR Letter in accordance with Section 22.4 of this Agreement. If the total cost of the Remediation Work is greater than the Joint Order Deposit, then the Developer shall bear sole responsibility for all costs for the Remediation Work in excess of the Joint Order Deposit. No later than eighteen (18) months after the Closing Date, the Developer shall provide written notice to the City stating whether the Developer will or will not resume the Remediation Work ("Notice of Resumption of Remediation Work"). If the Developer provides a Notice of Resumption of Remediation Work within the aforesaid time period stating that the Developer will not resume Remediation Work and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the Developer and the Developer shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the Developer following termination of this Agreement. If the Developer fails to provide a Notice of Resumption of Remediation Work within the aforesaid time period and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the City and the City shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the City following termination of this Agreement so that the City may use such funds to remediate the Property. If the Developer provides a Notice of Resumption of Remediation Work within the aforesaid time period stating that the Developer will resume the Remediation Work and thereafter fails to complete the Remediation Work, and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the City and the City shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the City following termination of this Agreement so that the City may use such funds to remediate the Property.

9.12 Cinespace Deed. Cinespace Chicago Film Studios, LLC, an Illinois limited liability company

("Cinespace"). whose business address is 2558 W. 16th Street, Chicago, IL 60608, is a Member and principal of Lawndale Real Estate III LLC, an Illinois limited liability company whose business address is 2621 W. 15th Place, Chicago, IL 60608. On May 29, 2018, Cinespace via Lawndale Real Estate III LLC purchased the improved parcel of property located at 3355 W. 31st Street, Chicago, IL 60623 (PIN: 16-35-200-018; 16-35-201-004 and 16-35-201-013) (the "Cinespace Property"), which is legally described on Exhibit F attached hereto. The Cinespace Property is located west of and adjacent to the Property and Developer Parcels. Cinespace desires to develop and use the Cinespace Property for parking (the "Cinespace Project"). The City desires the Developer to assist Cinespace with the Cinespace Project by making a good faith effort to negotiate a sale of a portion of the Developer Parcels described and/or otherwise depicted on Exhibit G ("Parcel A"). In 2018 and 2019, the Developer offered to assist Cinespace with the Cinespace Project by trying to negotiate a sale of Parcel A. Currently, Cinespace continues to desire to purchase Parcel A to use in connection with the Cinespace Project. The Developer is willing to assist the City and Cinespace with the Cinespace Project by making a good faith effort to negotiate a sale of Parcel A to Cinespace. Prior to the Closing Date, if the Developer and Cinespace or its designee have entered into a purchase and sale agreement for Parcel A (the "Parcel A PSA"), then the Developer shall have executed and delivered to the Title Company a special warranty deed for Parcel A in recordable form naming Cinespace or its designee as grantee (the "Cinespace Deed") and be ready, willing and able to close on the sale of Parcel A to Cinespace or its designee in accordance with the Parcel A PSA; provided, however, the City acknowledges and agrees that the Developer shall have no obligation to satisfy this condition if Cinespace or its designee: (a) has not entered into the Parcel A PSA; (b) refuses to close on the Parcel A PSA simultaneous to the Developer closing on the Property; (c) defaults on the Parcel A PSA; or (d) terminates the Parcel A PSA for no reason or any reason other than the Developer defaulting on the Parcel A PSA.

10

If any of the conditions in Section 9.1-9.11 of this Agreement have not been satisfied or waived by DPD in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer and Cinespace or its designee have entered into the Parcel A PSA and prior to the Closing Date, the Developer defaults on the Parcel A PSA, then the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. In the event of a termination prior to the conveyance of the Property to the Developer, the City shall be entitled to retain the Performance Deposit. 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 Plans. The Developer shall construct the Project on the Property and part of the Developer Parcels, if necessary, in accordance with the plans and permits approved by the City.

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. The Developer shall apply to CDOT for a separate ordinance for any and all expansions of the public rights of way adjacent to

the Project Parcels.

3 City's Right to Inspect Project Parcels. For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Project Parcels 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. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Project Parcels as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Project Parcels.

5 Survival. The provisions of this Section 10 of this Agreement shall survive the Closing. SECTION 11. LIMITED APPLICABILITY.

## 11

DPD's approval of matters contained in this Agreement are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department; nor does the approval by DPD 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 Project Parcels. The approval given by DPD shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

## SECTION 12. POST CLOSING OBLIGATIONS; COMMENCEMENT AND COMPLETION OF PROJECT.

1 MBE/WBE Compliance Plan. Not less than fourteen (14) days prior to the Developer applying for a building permit for the construction of the Project, The Developer and its general contractor and all major subcontractors shall have met with staff from DPD regarding compliance with the MBE/WBE, City residency hiring, prevailing wage and other requirements set forth in Section 23 of this Agreement, and the City shall have approved the Developer's compliance plan in accordance with Section 23.4 of this Agreement.

2 Completion of Construction. Issuance of the NFR Letter and Commencement of Operations of the New Saint Anthony Hospital. No later than six (6) years after the Closing Date (the "Project Completion Deadline"), the Developer shall complete construction of the Project evidenced by. (a) the issuance of a certificate of occupancy ("Certificate of Occupancy") for the Project; (b) issuance and recording of the NFR Letter for the Property and (c) commencement of hospital operations of the New Saint Anthony Hospital.

3 Extensions. DPD may, in its sole discretion, extend the time periods referenced in this Section 12 by up to twelve (12) months each (i.e. twenty four (24) months, in the aggregate) by issuing a written extension letter.

## SECTION 13. CERTIFICATE OF COMPLETION.

Upon the issuance of a Certificate of Occupancy for the New Saint Anthony Hospital by the City, the Developer shall provide a written request to the City for the issuance of a certificate of completion ("Certificate of Completion"). The City shall issue the Certificate of Completion upon the following conditions: (a) the City has issued the Certificate of Occupancy for the New Saint Anthony Hospital; (b) DPD's Monitoring and Compliance Unit has determined in writing that the Developer is in complete compliance with the Developer's obligations pursuant to Section 23 of this Agreement; (c) the New Saint Anthony Hospital is open and operating; and (d) there exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default. The issuance of the Certificate of Occupancy shall not be contingent on the issuance of the Certificate of Completion.

Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to satisfy the conditions contained in this Section 13 or is otherwise in default, and what reasonable measures or acts will be necessary for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence

12

that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit and Reconveyance Deed to the Developer.

#### SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

1 Shall devote the Property and part of the Developer Parcels solely to the Project, in particular for the development of the New Saint Anthony Hospital described in this Agreement, and for uses that comply with the Little Village Industrial Redevelopment Plan (the "Redevelopment Plan") until the Redevelopment Plan expires on December 31, 2031.

2 Shall retain 1,000 jobs, or contractually obligate the Hospital, as the tenant with respect to the New Saint Anthony Hospital, to retain 1,000 jobs at the New Saint Anthony Hospital; create at least 20 permanent jobs or contractually obligate the Hospital, as the tenant with respect to the New Saint Anthony Hospital, to create at least 20 permanent jobs (each such permanent full-time equivalent job is hereby defined as 35 hours of employment per week with full benefits) at the Property and part of the Developer Parcels. This covenant shall expire ten (10) years after the date of issuance of the Certificate of Completion.

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

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

Prior to the issuance of the Certificate of Completion for the Project, so long as the use of the Property continues to be a hospital or any other use or uses permitted under the planned development ordinance in

place, the Developer may not, without the prior written consent of DPD, which consent shall not be unreasonably withheld: (a) 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 (b) directly or indirectly assign this Agreement; provided, however, the Developer may, with the prior written consent of DPD, which consent shall not be unreasonably withheld, sell or transfer an interest in the Property to an equity investor in exchange for capital to be used to finance the construction of the Project. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall not be unreasonably withheld. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall , not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

13

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which consent shall not be unreasonably withheld, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any mortgage(s) necessary to finance the Updated Core and Shell Project Budget.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage(or any affiliate of such holder) necessary to finance construction of the Project shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 of this Agreement and shall, prior to recording any mortgage, execute and record a subordination agreement (as defined in Section 12.3 of this 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, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18 of this Agreement.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties herein agree that the following covenants in this Agreement will be covenants running with the land of the Property, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 of this Agreement 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: (a) Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property). The covenants provided in Section 12, Section 15 and Section 16 of this Agreement shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 14.1 of this Agreement shall terminate after the occurrence of both, the issuance of the Certificate of Completion and the expiration of the

Redevelopment Plan on December 31, 2031. The covenant contained in Section 14.2 of this Agreement shall expire ten (10) years after the issuance of the Certificate of Completion. The covenant contained in Section 14.3 of this Agreement shall have no expiration date and remain in perpetuity.

#### 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 a public enemy, acts of the United States government, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, embargoes, unusually severe weather or delays of subcontractors due to such causes and delays caused by or resulting from any governmental entity processing the Developer's requests for approvals and other permits necessary to complete the Project. 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.

#### 14

3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of this Agreement.

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

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

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

c) The Developer fails to complete the Project in accordance with Section 12 of this Agreement, or the Developer abandons or substantially suspends construction of the Project.

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 unless bonded or insured over.

e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

f) There is a material and adverse change in the Developer's financial condition or operations that will prevent the Developer from completing the Project.

g) The Developer fails to close by the Closing Date.

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

5 Prior to Closing. Except in relation to an Event of Default that occurs prior to the Closing Date under Section 19.4(c) or (g) of this Agreement, if an Event of Default occurs prior to the Closing Date and the default is not cured in the time period provided for in Section 19.3 of this Agreement, the City may terminate this Agreement and institute any action or proceeding at law or in equity against the Developer and retain the Performance Deposit.

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 of this Agreement, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property,

15

or any portion thereof, terminate the estate, or any portion thereof, conveyed to the Developer, and revert title to the Property, or any portion thereof, in the City by recording the Reconveyance Deed; provided, however, the City's right of reverter shall, after the issuance of the NFR Letter pursuant to Section 22.4 below, be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage(s) necessary to finance the Updated Core and Shell Project Budget. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed, such recording is effective for the purposes of transferring title to the Property, or any portion thereof, to the City by executing any customary transfer documents. The provisions of this section shall survive any and all termination this Agreement (regardless of the reason for such termination).

7 Resale of the Property. Upon the reversioning in the City of title to the Property, or any portion thereof, as provided in Section 19.6 of this Agreement, the City may convey the Property, or any portion thereof, subject to any first mortgage lien to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD and otherwise comply with the covenants that run with the land as specified in Section 18 of this Agreement.

8 Disposition of Resale Proceeds. If the City sells the Property, or any portion thereof, as provided for in Section 19.7 of this Agreement, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

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



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

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

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

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

The Developer shall be entitled to receive any such remaining proceeds up to the amount of the fair market value of the improvements, if any, made to the Property by the Developer with respect to the Project, said market value to be ascertained as of the date of resale of the Property by the City after retaking title from the Developer. If there are any proceeds remaining after payment of the aforementioned remaining proceeds to the Developer under this section, then the City shall be entitled to receive any balance of such proceeds and the right to retain the Performance Deposit.

## 16

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

### SECTION 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 management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity, including but not limited to any environmental activity, undertaken by the Developer or any Agent on the Property prior to or after the Closing. Developer agrees to accept the Property in its "as is," "where is", and "with all faults" condition. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

### SECTION 22. INSPECTION: CONDITION OF PROPERTY AT CLOSING.

1 "As Is". "Where Is" and "With all Faults" Sale. The City makes no covenant, representation or

warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition.

2 Right of Entry for Property Inspection; Environmental Inspection of Property.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. The City, on behalf of the Developer, shall facilitate securing the Developer the right, at Developer's sole cost and expense, to enter the Property (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City so that prior to the Closing Date the Developer may perform or cause to be performed a Phase I Assessment report ("Phase I Investigation") and a Phase II subsurface investigation ("Phase II Investigation") (the Phase I Investigation and/or Phase II Investigation may be hereinafter referred to individually or collectively as the "Environmental Investigation"), if necessary, of the Property. In connection with the Environmental Investigation, the Developer shall enroll the Property in the IEPA Site Remediation Program ("SRP") as the "Remediation Applicant" using the IEPA Application and Services Agreement (DRM-1) Form. The City shall sign Section IV of the DRM-1 Form to provide written permission as the "Property Owner" to enroll the site in the SRP.

17

b) The Developer agrees to pay all costs and expenses for the Environmental Investigation. The City shall have no obligation to perform or cause to be performed any environmental investigations, inspections or studies of the Property or any property with respect to the Project.

c) The Developer agrees to promptly deliver to the City copies of any and all reports and studies with respect to the Environmental Investigation.

d) The Developer shall provide the City with a letter(s) from the environmental firm(s) which completed any and all reports and studies with respect to the Environmental Investigation described in Sections 22.2 of this Agreement, authorizing the City to rely on such reports and studies.

e) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may terminate this Agreement by written notice to the City within sixty (60) days of the receipt by Developer of the reports and studies with respect to the Environmental Investigation, 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, and upon termination of this Agreement the City shall return the Performance Deposit to the Developer. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2 of this Agreement, the Developer shall be deemed satisfied with the condition of the Property.

3 Indemnity. The Developer hereby waives and releases, and indemnifies the City and Board from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City and Board arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. 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 (i) the City or its agents or employees with respect thereto or (ii) the Board or its agents or employees with respect thereto. The provisions of this Section 22.3 shall survive the Closing.

4 No Further Remediation Letter. The Developer shall provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property prior to and conducted, or updated, within 180 days prior to the Closing Date and a Phase II Environmental Site Assessment ("Phase II ESA") for the Property prior to and conducted, or updated, within one (1) year prior to the Closing Date; provided, however, if the Phase I states that a Phase II must be updated within a period of time sooner than one (1) year prior to the Closing Date, then said Phase II shall be updated in accordance with the Phase I. In the event the Phase I ESA identifies Recognized Environmental Conditions ("RECs") and the Phase II ESA identifies the presence of any environmental impacts that may be associated with the RECs and/or contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the Developer shall enroll the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"). The Developer acknowledges and agrees that it may not commence construction of the Project on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property. The City acknowledges and agrees that since the Developer is required to provide the City with the Phase I ESA and Phase II ESA before the City becomes obligated to convey title to the Property to the Developer and, thus, while the Board continues to be the owner of the Property, the City will reasonably cooperate and secure the Board's reasonable cooperation to facilitate the Developer's efforts to provide the Phase I ESA and Phase II ESA to the City. Upon receipt of the RAP Approval Letter for

18

the Property, the Developer covenants and agrees to complete all necessary remediation work (the "Remediation Work") to obtain a final comprehensive residential No Further Remediation Letter (the "NFR Letter") for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work; provided, however, the City shall complete its review promptly after receiving the documents. The Developer shall bear sole responsibility for all costs of the Remediation Work to obtain the NFR Letter and the costs of any other investigative and cleanup costs associated with the Property (the "Remediation Work Costs"). Remediation Work Costs may include, but not be limited to remedial activities required by the RAP Approval Letter, but not including costs or activities that would be necessary for the development of the Project if contamination was not present (e.g., disposal of clean construction or demolition debris, excavations for building foundations, or paving of parking areas). The Developer shall promptly transmit to the City copies of all documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy of the New Saint Anthony Hospital until the IEPA has issued, and the Developer has recorded with the Cook County Recorder of Deeds and the City has approved, the NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If allowed by the IEPA, the Board and City shall be identified as protected, discharged and released parties in the NFR Letter. If the Developer fails to obtain the NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property; provided, however, the City shall not have the right to record said notice if the issuance of the NFR Letter is delayed through no fault of the Developer. The Developer must abide by the terms and conditions of the NFR Letter.

## SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate all contractors, subcontractors and any affiliate of the Developer and any and all persons or entities operating on the Project Parcels (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the Project Parcels:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination

19

based upon the foregoing grounds.

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

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

(d) The Developer, in order to demonstrate compliance with the terms of this Section 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 Project Parcels, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

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

## 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 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.

20

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

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

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

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

h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 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 of this Agreement, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and the Employers to the City in payment for each percentage of

shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

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

## 21

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 shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs 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.

(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

22

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 DPD.

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

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

f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 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 Developer applying for a building permit for construction of the Project, the Developer and, if retained, the Developer's general contractor and all major subcontractors shall meet with

DPD monitoring staff regarding compliance with all Section 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 issuing a building permit. 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. 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

23

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 as of the Closing Date, the following shall be true and correct in all respects:

a) The Developer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Project Parcels, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

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

c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, the Developer's Articles of Incorporation, by-laws or any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Project Parcels is bound.

d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Project Parcels.



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.

### 24

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:

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

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division Fax: 312-744-0277

Chicago Southwest Development Corporation  
2875 West 19<sup>th</sup> Street  
Chicago, Illinois 60623  
Attn: President and Chief Executive Officer

With a copies to:

Faegre Drinker Biddle & Reath LLP

311 S. Wacker Drive, Suite 4300 Chicago,  
Illinois 60606, USA

[lenny.asaro@faegredrinker.com](mailto:lenny.asaro@faegredrinker.com)  
<<mailto:lenny.asaro@faegredrinker.com>>

312 356 5111

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed

received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because

25

of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

#### SECTION 26. ORGANIZATION AND AUTHORITY.

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

#### SECTION 27. 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 28. TERMINATION.

1 If the Developer has not filed the application for zoning approval for the Project and Remainder Project within six (6) months after the Effective Date of this Agreement, then this Agreement shall terminate. The Developer may elect to extend this termination date for a period of six (6) months from said termination date by providing the City with written notice of extension no later than thirty (30) days prior to said termination date.

2 Subject to the limitations of Section 9.12 of this Agreement, if the Developer has not satisfied the conditions under Section 9 of this Agreement within two (2) months after the Developer obtains zoning approval for the Project and Remainder Project, then this Agreement shall terminate. The Developer may elect to extend this termination date for a period of six (6) months from said termination date by providing the City with written notice of extension no later than thirty (30) days prior to said termination date.

3 In the event the Developer defaults under the terms of this Agreement and fails to cure the default before the expiration of the cure period, then this Agreement shall terminate on the first day following the expiration of the cure period; provided, however, no notice or cure period shall apply to defaults under Sections 19.4 (c). (e) and (g) of this Agreement, in which event this Agreement shall terminate on the date of default.

#### SECTION 29. RECORDATION OF AGREEMENT.

No later than seven (7) days after the last party to sign this Agreement, the Developer shall cause this Agreement to be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

#### SECTION 30. CONSENT AND APPROVAL.

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

#### SECTION 31. OTHER ACTS

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

26

#### SECTION 32. 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 described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

#### SECTION 33. PATRIOT ACT CERTIFICATION.

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

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### SECTION 34. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER

NO. 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer

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

27

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

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

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

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

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

For purposes of this provision:

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

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

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

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

A) they are each other's sole domestic partner, responsible for each other's

common welfare; and

B) neither party is married; and

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

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

28

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

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
  - a. joint ownership of a motor vehicle;
  - b. a joint credit account;
  - c. a joint checking account;
  - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

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

SECTION 35. INTENTIONALLY DELETED.

SECTION 36. 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 37. 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 Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

SECTION 38. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive

29

orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

#### SECTION 39. 2014 HIRING PLAN PROHIBITIONS

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

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

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

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

*Signatures appear on the following page*

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

CITY OF CHICAGO,  
an Illinois municipal corporation

By:  
Maurice D. Cox  
Commissioner  
Department of Planning and Development

CHICAGO SOUTHWEST DEVELOPMENT  
CORPORATION,  
an Illinois not-for-profit corporation

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

31

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, J , a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Maurice D. Cox, the Commissioner of the Department of Planning and  
Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same  
person whose name is subscribed to the foregoing instrument, appeared before me this day in person and,  
being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the  
foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as  
the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2021.

NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, , a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Guy A. Medaglia the President and Chief Executive Officer of Chicago  
Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the  
same person whose name is subscribed to the foregoing instrument, appeared before me this day in person  
and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument  
pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary  
act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2021.



NOTARY PUBLIC

32

AGREEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(SUBJECT TO FINAL TITLE AND SURVEY)

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 'A OF THE NORTHEAST 'A OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTNACE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEE TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID UARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION;; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO APOINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF

SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST V\* OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST "A; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST "A OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO A LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL

33

LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST % OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALE COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = APPROXIMATELY 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS

3100 South Kedzie Avenue, Chicago, Illinois  
(Southwest corner of 31<sup>st</sup> Street and Kedzie Avenue)

PROPERTY	INDEX	NUMBER	16-35
-201-012-0000			

34

AGREEMENT EXHIBIT B LEGAL DESCRIPTION OF  
DEVELOPER PARCELS (SUBJECT TO FINAL TITLE  
AND SURVEY)

PARCEL 1:

THE SOUTH 291.50 FEET OF THE EAST 625 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 AND RECORDED IN BOOK 9485, PAGE 55 AS DOCUMENT NUMBER 3900240, ALSO EXCEPTING THE EAST 33 FEET THEREOF TAKEN FOR KEDZIE AVENUE, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

EASEMENT FOR RAILROAD SPUR TRACK FOR THE BENEFIT OF PARCEL 1 OVER A 17 FOOT WIDE RIGHT OF WAY AS CONTAINED IN INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 9917940, 25329119, AND 08043651, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS

3244-3250 S. KEDZIE AVENUE, CHICAGO, IL 60623-5112

PROPERTY INDEX NUMBER

16-35-203-006-0000

PARCEL 1:

ALL THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (EXCEPTING THEREFROM THE EAST 762 FEET THEREOF LYING NORTH OF THE SOUTH 291.50 FEET), AND EXCEPTING THE

SOUTH 291.50 FEET OF THE EAST 625 FEET THEREOF AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1905 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240, AND EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 50 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF: THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTER LINE OF WEST FORK OF THE S BRANCH OF THE CHICAGO RIVER: THENCE, NORTHEASTERLY ALONG SAID CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 255.49 FEET, MORE OR LESS, TO A POINT WHICH IS 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-

35

QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 100.00 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, AND 956.58 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 7.80 FEET TO A POINT WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION, THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POINT OF BEGINNING).

ALSO

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT BETWEEN EVELYN BRANECKI AND STEPHAN CHEMICAL COMPANY DATED NOVEMBER 24, 1961 AND RECORDED NOVEMBER 29, 1961 AS DOCUMENT 18342626 AND BY AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 28807 WITH STEPAN CHEMICAL COMPANY DATED AUGUST 26, 1965 AND RECORDED SEPTEMBER 2, 1965 AS DOCUMENT 19577333 AS FOLLOWS:

SUBPARCEL 2A

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

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 291 50 FEET OF THE EAST 625.0 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE SOUTH ALONG A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 9.0 FEET, FOR A PLACE OF BEGINNING, THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 89 DEGREES 58 MINUTES WITH THE LAST DESCRIBED COURSE, 87.5 FEET, THENCE SOUTH ALONG A LINE 120 S FEET

36

WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 219.64 FEET, THENCE WEST ALONG A LINE 62.86 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, TO THE WESTLINE OF THE EAST 625.00 FEET OF THE SOUTH 291.5 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

ALSO

SUBPARCEL 2B:

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

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE NORTH ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 55.56 FEET, FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55 34 FEET, THENCE WEST 5.25 FEET TO A POINT 55.34 FEET NORTH OF THE PLACE OF BEGINNING (MEASURED AT 90 DEGREES): THENCE SOUTHWESTERLY 58.19 FEET ALONG A LINE DRAWN TO A POINT 83.6 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 76.6 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE CONTINUING SOUTHWESTERLY 49.84 FEET ALONG A LINE DRAWN TO A POINT 133 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 70.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35. THENCE WEST ON A LINE 70 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, 492.0 FEET TO THE WEST LINE OF THE EAST 625.0 FEET OF THE SOUTH 291.5 FEET TO THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE SOUTH ALONG SAID WEST LINE 20 FEET, TO A POINT 50.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE EAST ALONG A LINE 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, 412.0 FEET TO A POINT OF CURVE. THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY, AN ARC DISTANCE OF 180.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION

35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291 V<sub>2</sub> FEET THEREOF) LYING SOUTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET. THENCE SOUTHWESTERLY TO A PINT

37

WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION.

PARCEL 4:

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

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

PARCEL 5:

THE WEST 148.88 FEET OF THE EAST 762 FEET OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (THE SAID CENTER LINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

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

LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 10.14 FEET TO A POINT WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 762 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER

38

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

COMMONLY KNOWN AS

3200 SOUTH KEDZIE AVENUE, CHICAGO, IL 60623

PROPERTY INDEX NUMBER

**16-35-203-002-0000, 16-35-203-004-0000, & 16-35-203-008-0000**

[INSERT LEGAL DESCRIPTION OF THE ACTION IRON PROPERTY] [not attached for purposes of ordinance]

COMMONLY KNOWN AS

3345 W. 31<sup>st</sup> STREET, CHICAGO, IL 60623

PROPERTY INDEX NUMBER

**16-35-201-007, 16-35-201-008, 16-35-201-010, 16-35-201-011 & 16-35-201-014**

AGREEMENT EXHIBIT C

NARRATIVE DESCRIPTION OF PROJECT

The Developer shall do the following in relation to the Project Parcels: (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19<sup>th</sup> Street, Chicago, IL 60623 to the Project Parcels and develop the New Saint Anthony Hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs.



AGREEMENT EXHIBIT D

INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED BY DEVELOPER

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Developer's and any contractor and subcontractor policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Developer must ensure that the City is an additional insured on insurance required from subcontractors.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Developer must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

41

c) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than \$5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

e) Property

The Developer is responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Developer ("Personal Property").

B. INSURANCE TO BE PROVIDED BY CONTRACTORS

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. The City must be named an additional insured on insurance required from contractors and subcontractors.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Contractor and any subcontractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

42

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

e) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than \$5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

f) Property.

The contractors are responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by the contractors.

### C. ADDITIONAL REQUIREMENTS

Developer must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Planning and Development, 121 N. LaSalle, 10th Floor, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on an Insurance Certificate Form prior to the execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance and the nature of its use of the Property. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to order Developer to cease all activities on the Property until proper evidence of insurance is provided, or the Agreement may be terminated.

Developer must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

43

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require all subcontractors to provide the insurance required herein, or Developer may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. Developer must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Developer, contractor, or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements in its sole discretion.

The City of Chicago is not responsible to provide insurance or security for the Property, or any vehicles, materials, equipment other personal property of Developer or any of its contractors, subcontractors or other agents related to or in connection with this Agreement and the Project.

AGREEMENT EXHIBIT E

FORM OF RECONVEYANCE DEED

(Attached) [not attached for purposes of ordinance]

45

AGREEMENT EXHIBIT F

LEGAL DESCRIPTION OF THE CINESPACE PROPERTY [not attached for purposes of ordinance]  
AGREEMENT EXHIBIT G

SURVEY GENERALLY DEPICTING PARCEL A, THE APPROXIMATELY 2.85 ACRE PORTION OF THE  
DEVELOPER PARCELS WHICH CINESPACE DESIRES TO PURCHASE FROM DEVELOPER

(SUBJECT TO FINAL TITLE AND SURVEY)

[not attached for purposes of ordinance]

AGREEMENT EXHIBIT H JOINT ORDER ESCROW AGREEMENT [not attached for purposes of ordinance]

AGREEMENT EXHIBIT I PRE-CLOSING DATE REMEDIATION WORK COSTS [not attached for purposes of ordinance]



CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and  
AFFIDAVIT EDS Information Update EDS # 160266

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Chicago Southwest Development Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2875 W. 19th Street Chicago, IL  
60623 United States

**C. Telephone:**

**312-356-5111 Fax:**

773-521-7902

D. Name of contact person:

Mr. Lenny Asaro

**SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party.

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY: 1.a.1 Does the

Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

Mr. Guy A. Medaglia Pres. & CEO

Both

Mr. Peter Fazio

Chairman

Both

**Officer/Director:**

**Title:**

**Role:**

Mr. Dorval Carter Vice Chairman Both

1.a.5 Are there any members of the not-for-profit Disclosing Party which are legal entities?

No

## SECTION III INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY

## ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

-2-

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

## SECTION V CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

### B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

This matter is not a contract handled by the Department of Procurement Services

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including,

-3-

but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to

bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

-4-

- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage): (a)(5)(Debarment Regulations): or (a)i6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3:
- bid-rotating in violation of 720 ILCS 5/33E-4: or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23. Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23. Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

-5-

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

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

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party is not a "financial institution"

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to

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

-6-

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

I can make the above verification

## SECTION VII ■ FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above The Disclosing Party

understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/ or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any

possible rights or claims which

-7-

it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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

I acknowledge and consent to the above

## **APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

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

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

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



-8-

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

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

No

## **APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING**

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com) <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS,

-9-

including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 02/18/2021

Mr. Lenny Asaro

Attorney for Disclosing Party

Chicago Southwest Development Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

- 10-

OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT

MAYOR

March 24, 2021

10 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 ordinance authorizing the sale of city-owned property and an associated redevelopment agreement with Chicago Southwest Development Corporation.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

5533 NORTH BROADWAY CHICAGO, ILLINOIS 60640 PHONE: 773-764-5277 E-MAIL: HARRYS48THWARD.ORG <<http://HARRYS48THWARD.ORG>> WEBSITE: WWW.48THWARD.ORG  
<<http://WWW.48THWARD.ORG>>

CITY HALL- ROOM 300

121 N. LASALLE STREET CHICAGO, ILLINOIS 60602 PHONE: 312-744-6860 WARD48@CITYOFCHICAGO.ORG <<http://WARD48@CITYOFCHICAGO.ORG>>

HARRY OSTERMAN 48TH WARD

CHAIRMAN OF THE COMMITTEE ON HOUSING AND REAL ESTATE

April 21, 2021

TO THE PRESIDENT AND MEMBERS OF CITY COUNCIL:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on April 15, 2021 was referred an ordinance by the Department of Planning and Development for a Redevelopment Agreement with Chicago Southwest Development Corporation involving sales, transfers, and exchanges of various parcels for relocation and development of a new St. Anthony Hospital facility in vicinity of West 31<sup>st</sup> St and South Kedzie Ave. in the 22<sup>nd</sup> Ward.

(02021-1210)

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

The recommendation was Passed by the same roll call as was used to determine quorum in Committee.

Harry Osterman, Chairman Committee on Housing and Real Estate

Sincerely,

APPROVED