



# Office of the City Clerk

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

## Legislation Text

File #: O2015-3500, Version: 1

AN ORDINANCE AUTHORIZING THE NEGOTIATED SALE OF 1647-53 S.  
CHRISTIANA AVENUE, 3300-3302 W. OGDEN AVENUE AND 3308-3326 W. OGDEN  
AVENUE

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

WHEREAS, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on April 9, 2008 and published at pages 24221 through 24460, in the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Ogden / Pulaski Tax Increment Financing Redevelopment Project Area ("Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on April 8, 2008 and published at pages 24461 through 24469 in the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on April 9, 2008 and published at pages 24470 through 24477 in the Journal of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

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

WHEREAS, the City is the owner of the vacant parcels of land commonly known as 1647-53 S. Christiana Avenue, 3300-3302 W. Ogden Avenue and 3308-3326 W. Ogden Avenue, Chicago, Illinois, which are legally described on Exhibit A attached hereto and located in the Area (P.I.N.s 16-23-405-0007, -008, -009, -017 through -024, and -026; subject to final title and survey, collectively, the "City Land"); and

WHEREAS, Legacy Charter School, an Illinois not-for-profit corporation ("Legacy School"), is or will become the owner of certain real property adjacent to the City Land and commonly known as 1655 S. Christiana Avenue, 3306 West Ogden Avenue and 1646-48 S. Spaulding Avenue, Chicago, Illinois, which is legally described on Exhibit B attached hereto (collectively, the "Developer Parcels"); and

WHEREAS, Legacy School desires to purchase the City Land for the sum of One Dollar (\$1.00), which amount is approximately Fifty-Six Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$56,999.00) less than the appraised fair market value of the City Land; and

WHEREAS, Legacy School proposes to develop the educational facilities described below on the City Land, the Developer Parcels, and an adjacent partially vacated alley, (collectively, the "Property"), and to operate, an elementary public charter school for grades

Pre-K through 8 (such construction and operation, (collectively, the "Project"), which Project is consistent with the Plan for the Area. As part of the financing enabling this development, and as part of its closing with the City, Legacy School will convey its interests in the City Land, the Developer Parcels and the aforesaid partially vacated alley to Legacy Charter School Support Corporation, an Illinois not for profit corporation ("Legacy Owner"), which in turn will lease back the City Land, the Developer Parcels, and the aforesaid partially vacated alley back to Legacy School pursuant to a "School Lease" for financing purposes, so that Legacy School can operate the Project; and

WHEREAS, as partial consideration for the transfer of the City Land, Legacy School has agreed to remediate the Property including, but not limited to, obtaining a comprehensive final "No Further Remediation" letter approving the use of the Property for the construction, development and operation of the Project ("Comprehensive Final NFR Letter") from the Illinois Environmental Protection Agency ("IEPA") through the Site Remediation Program (Illinois Administrative Code, Title 35, Part 740, Subpart H (Requirements Related to Schools) (the "SRP"), prior to the occupancy of the Property for school use; and

WHEREAS, by Resolution No. 15-001-21, adopted by the Plan Commission of the City (the "Plan Commission") on January 15, 2015, the Plan Commission recommended the sale of the City Land; and

WHEREAS, by Resolution No. 15-CDC-1 adopted on January 20, 2015, the Community Development Commission ("Commission") authorized the Department of Planning and Development (the "Department") to advertise and issue a request for proposals ("RFP") for the sale and redevelopment of the City Land; and

WHEREAS, public notices advertising the intent of the Department to enter into a negotiated sale with Legacy School and requesting alternative proposals appeared in the Chicago Sun-Times on January 24 and 30, and February 6, 2015; and

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

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

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

SECTION 2. The sale of the City Land to Legacy School in the amount of One Dollar (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with Legacy Owner and Legacy School substantially in the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

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

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

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

#### **EXHIBIT A**

##### **Legal Description of City Land** (Subject to Final Title Commitment and Survey)

LOTS 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33 AND 34 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1647-53 S. Christiana Avenue,  
3300-3302 W. Ogden Avenue and  
3308-3326 W. Ogden Avenue, Chicago, Illinois 60623

P.I.N.s: 16-23-405-007, -008, -009, -017 through -024, and -026

#### **EXHIBIT B**

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

PARCEL 1:  
LOT 22 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3306 W. Ogden Avenue, Chicago, Illinois 60623 P.I.N.: 16-23-405-

025

PARCEL 2:

LOT 31 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1655 S. Christiana Avenue, Chicago, Illinois 60623

P.I.N.: 16-23-405-010

PARCEL 3:

LOT 2 IN THE RESUBDIVISION OF LOT 19 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1646-48 S. Spaulding Avenue, Chicago, Illinois 60623

P.I.N.: 16-23-405-016

EXHIBIT C Redevelopment Agreement

[Attached]

**NOTICE: SUBJECT TO SECTION 22, THIS AGREEMENT IMPOSES CERTAIN ENVIRONMENTAL REMEDIATION RESPONSIBILITIES ON THE OWNER OF THE LAND. NOTICE IS HEREBY GIVEN THAT UNLESS AND UNTIL A CERTIFICATE OF COMPLETION EXECUTED BY THE CITY OF CHICAGO IS RECORDED AGAINST THE SUBJECT PROPERTY, SUCH REMEDIATION RESPONSIBILITIES HAVE NOT BEEN SATISFIED.**

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

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

("AgreenTent") is made on or as of the      day of      , 2015 ("Effective Date"), by and between (i) the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD" or "Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and (ii) LEGACY CHARTER SCHOOL, an Illinois not-for-profit corporation ("Legacy School") and LEGACY CHARTER SCHOOL SUPPORT CORPORATION, an Illinois not-for-profit corporation ("Legacy Owner", and collectively and on a joint and several basis with Legacy School, the "Developer"), whose offices are located at 233 South Wacker Drive, Suite 7800, Chicago,

Illinois 60606, Attention: Errol Stone.

## RECITALS

WHEREAS, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on April 9, 2008 and published at pages 24221 through 24460, in the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project ("Plan") for the Ogden / Pulaski Tax Increment Financing Redevelopment Project Area ("Area"), was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on April 8, 2008 and published at pages 24461 through 24469 in the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on April 9, 2008 and published at pages 24470 through 24477 in the Journal of such date, tax increment financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, the Plan and the use of tax increment financing provide a mechanism to

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support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

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

WHEREAS, the City is the owner of the vacant parcels of land commonly known as 1647-53 S. Christiana Avenue, 3300-3302 W. Ogden Avenue and 3308-3326 W. Ogden Avenue, Chicago, Illinois, which are legally described on Exhibit A attached hereto (P.I.N.s 16-23-405-0007, -008, -009, -017 through -024, and -026; subject to final title and survey, collectively, the "City Land"); and

WHEREAS, Legacy Owner is the owner or will be the owner prior to the City Land Closing (as defined in Section 4 below) of certain real property adjacent to the City Land and commonly known as 1655 S. Christiana Avenue, 3306 West Ogden Avenue and 1646-48 S. Spaulding Avenue, Chicago, Illinois, which is legally described on Exhibit A-1 attached hereto (collectively, the "Developer Parcels"); and

WHEREAS, a Phase I Environmental Site Assessment prepared by Pioneer Environmental Services, LLC, with respect to the property commonly known as 1635-1699 S. Christiana Avenue, Chicago, Illinois and dated January 13, 2012, discloses, among other things, the potential presence of impact from (a) historical uses of the southwestern portion of the property for dry cleaning operations, and (b) the southeastern portion of the property for "auto wrecking"; and

WHEREAS, a Soil Testing Report (Phase II ESA) prepared by Pioneer Environmental Services, LLC, dated January 15, 2013, discloses that certain VOCs, PNAs, and metals were detected at concentrations exceeding the Illinois Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives (SROs) for residential property use in several soil borings at the Property, as defined below; and

WHEREAS, a Comprehensive Site Investigation/Remediation Objectives Report and Remediation Action Plan dated November 24, 2014 was prepared for Legacy School by Mostardi Piatt; and

WHEREAS, the Developer desires to have Legacy Owner purchase the City Land from the City and construct on the City Land and the Developer Parcels (the City Land and the Developer Parcels, collectively, the "Property") and to have Legacy School operate an elementary public charter school for grades Pre-K through 8, as more fully described on Exhibit B attached hereto (such construction and operation, collectively, the "Project"), which Project is consistent with the Plan for the Area; and

WHEREAS, as partial consideration for the transfer of the City Land, the Developer has

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agreed to remediate the Property including, but not limited to, obtaining a comprehensive final "No Further Remediation" letter approving the use of the Property for the construction, development and operation of the Project ("Comprehensive Final NFR Letter") from the Illinois Environmental Protection Agency ("IEPA") through the Site Remediation Program (Illinois Administrative Code, Title 35, Part 740, Subpart H (Requirements Related to Schools) (the "SRP"), prior to the occupancy of the Property for school use; and

WHEREAS, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 2015, and published at pages \_\_\_\_\_ through '\_\_\_\_\_' in the Journal of such date, authorized the sale of the City Land to Legacy Owner, for development and leasing to Legacy School as described herein, subject to the execution, delivery and recording of this Agreement; and

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

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

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

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

The City hereby agrees to sell, and Legacy Owner hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for the sum of One Dollar (\$1.00) ("Purchase Price"), to be paid to the City at the City Land Closing in cash or by certified check or cashier's check. The Developer acknowledges that the Purchase Price is approximately Fifty-Six Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$56,999.00) less than the appraised fair market value of the City Land and that the City has only agreed to sell the City Land to Legacy Owner for the Purchase Price because the Developer has agreed to

execute this Agreement and comply with its terms and conditions, including, without limitation, Section 14 and the environmental remediation obligations set forth in Section 22.

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

- 1 Earnest Money, [intentionally omitted]
- 2 Performance Deposit, [intentionally omitted]

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

4.1 RDA Closing. The closing of the Agreement between the City and the Developer (the "RDA Closing", which occurs on the "RDA Closing Date") shall take place at the downtown offices of Chicago Title Insurance Company, 121 North Clark Street, Chicago, Illinois 60602 or

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such other reputable title company as may be selected by the Developer (the "Title Company"). In no event shall the RDA Closing occur (1) until and unless the conditions precedent set forth in Section 9.1 are all satisfied, unless the Department, in its sole discretion, waives one or more of such conditions; and (2) any later than six (6) months following the Ordinance Date (i.e.,

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

4.2 City Land Closing. The closing of the transfer of the City Land from the City to the Developer (the "City Land Closing", which occurs on the "City Land Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the City Land Closing occur (1) until and unless the conditions precedent set forth in Section 9.2 are all satisfied, unless the Department, in its sole discretion, waives one or more of such conditions; and (2) any later six (6) months following the RDA Closing Date (the "Outside City Land Closing Date"), unless, at the Developer's request, the Department, in its sole discretion, extends the Outside City Land Closing Date. At the City Land Closing, the City shall deliver to the Developer (a) the Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession of the Property.

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

5.1 Form of Deed. At the City Land Closing, the City shall convey the City Land to Legacy School by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

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

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

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

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

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### SECTION 6. TITLE AND SURVEY.

1      Title Commitment and Insurance. The Developer has delivered to the City a commitment for an owner's policy of title insurance for the City Land, Order No. 1401 008975662 D2, with an effective date of September 25, 2014, issued by the Title Company (the "Title Commitment"), showing the City in title to the City Land. 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 City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the City Land Closing. At the City Land Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the City Land.

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

3      Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the City Land prior to the City Land Closing, to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, the filing of a certificate of error or a motion to vacate a tax sale. If, after using such reasonable efforts, 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 City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price in which case the City shall continue the aforesaid reasonable efforts described in the first sentence of this



Section 6.3 notwithstanding the City Land Closing and the conveyance of the City Land to Legacy Owner; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the City Land Closing Date, in which event this Agreement shall be null and void and, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions subject to the City's agreement to continue the aforesaid reasonable efforts described above in the first sentence of this Section 6.3 notwithstanding the City Land Closing and the conveyance of the City Land to Legacy Owner. The Developer shall be responsible for all taxes accruing after the City Land Closing.

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

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

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

The total budget for the Project is currently estimated to be Twenty-Two Million Three Hundred Twenty Thousand Four Hundred Eighty-Five Dollars (\$22,320,485) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the City Land Closing Date, the Developer shall submit to DPD for approval a final project budget ("Final Project Budget") materially consistent with the Preliminary Project Budget and evidence of (i) commitments from lenders, for which the closing of such financing would occur simultaneously with or in advance of the City's closing on the conveyance of the City Land (i.e., the City Land Closing), and (ii) cash on-hand, totaling at least eighty percent (80%) of the dollar amount of the Final Project Budget; provided, however, that not more than more than fifteen percent (15%) of such eighty percent (80%) (i.e., 12% of the Final Project Budget) may be comprised of written pledges and other evidence of financing ("Proof of Financing"). Upon DPD's approval of the Final Project Budget, the Final Project Budget shall be incorporated in Exhibit E attached hereto. DPD shall not unreasonably withhold or delay its approval of the Final Project Budget or Proof of Financing. Any lender or lender(s) that have been approved in advance by the Department (such lender or lenders, a "Lender" or "Lenders", respectively) shall be permitted to secure its/their loan by a mortgage or mortgages or, if needed and obtained, a subsequent mortgage that replaces any such mortgage, encumbering the Property, provided that the principal dollar amount of such original mortgage or subsequent mortgage does not exceed such amount(s) approved by the Department (each such mortgage approved by the Department, an "Approved Mortgage").

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

9.1 RDA Closing. The obligations of the City to "close" this Agreement are contingent upon each of the following being satisfied no later than forty-five (45) days following the Ordinance Dale, or by such other date as may be specified, unless waived or extended in writing by the Commissioner:

A. Legal Opinion. The Developer shall have delivered to the City a legal opinion with respect to Legacy School and Legacy Owner regarding due formation, authorization and execution, in a form

reasonably acceptable to the City's Corporation Counsel.

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

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

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other organizational documents as the City may reasonably request.

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

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

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

9.2 City Land Closing. The obligations of the City to close on the conveyance of the City Land to Legacy Owner are contingent upon each of the following being satisfied at least fourteen (14) days prior to the City Land Closing Date, or by such other date as may be specified, unless waived or extended in writing by the Commissioner:

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

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

Project Budget and Proof of Financing. The Department agrees that the Proof of Financing will be deemed satisfied where evidence exists of (i) commitments from lenders, for which the closing of such financing would occur simultaneously with or in advance of the City Land Closing, and (ii) cash on-hand, totaling at least eighty percent (80%) of the dollar amount of the Final Project Budget; provided, however, that not more than fifteen percent (15%) of such eighty percent (80%) (i.e., 12% of the Final Project Budget) may be comprised of written pledges and other evidence of financing.

C. Simultaneous Loan Closing. On the City Land Closing Date, the Developer shall simultaneously close all the financing approved by the Department as part of the Developer's Proof of Financing.

D. Insurance. The Developer shall provide evidence of insurance reasonably

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

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

F. Subordination Agreement. On the City Land Closing Date, and prior to recording any Approved Mortgage pursuant to Section 15, the Developer shall, at the City's request, deliver to the City a subordination agreement in a form reasonably acceptable to the City (the "Subordination Agreement"), in which the Lender agrees to subordinate the lien of its mortgage to the covenants running with the land as provided in Section 18, and the City will agree that, notwithstanding the order of recordation of this Agreement and any Approved Mortgages, (i) neither the holders of any such Approved Mortgages nor their successors in interest shall be bound by or subject to this Agreement except as provided immediately above, and (ii) in all events, the remedies of the City shall, to the extent applicable, be subject to the provisions of Sections 19.6, 19.7, and 19.8 of this Agreement.

G. MBE/WBE and Local Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department regarding compliance with the MBE/WBE and other requirements set forth in Section 23, and at least fourteen (14) days prior to the City Land Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

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

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

J. Site Remediation Program. The Developer shall have taken all necessary and proper steps to (a) enroll the Property in the SRP, and (b) obtain a conditional approval of the Comprehensive Site Investigation/Remediation Objectives Report and Remedial Action Plan document. The Developer shall obtain a Comprehensive Final NFR Letter for the Project, including, without limitation, preparing and submitting any supplemental or additional reports required by the IEPA pursuant to the terms of Section 22.1 below.

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K. Environmental Consultant. The Developer shall deliver to the City a copy of the Developer's contract with an environmental consultant that will perform or supervise the Environmental Remediation Work.

L. School Lease; Reconveyance Deed; Lease Termination. The Developer shall deliver to the City a copy of the lease pursuant to which Legacy Owner will lease the Property to Legacy School, which lease shall have a term of not less than twenty-five (25) years and shall require Legacy School to operate its charter school in accordance with the provisions of Section 14 and Section 23 of this Agreement (the "School Lease"). Prior to the conveyance of the City Land to Legacy Owner, Legacy Owner shall deliver to the City (i) a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), with a lease termination agreement with respect to the School Lease (the "Lease Termination Agreement"), for possible recording in accordance with Section 19.6 below, if applicable. The City will deposit the Reconveyance Deed and Lease Termination Agreement into a sole order escrow account with the Title Company, with the City having sole power of direction with respect to such escrow account. The Developer shall pay all costs associated with such escrow account.

M. Proof of Ownership of Developer Parcels. Prior to the conveyance of the City Land to the Developer, the Developer shall deliver to the City documentation in a form reasonably acceptable to the City's Corporation Counsel evidencing that Legacy Owner is in title to the Developer Parcels.

N. [Intentionally omitted.]

O. Vacation and Dedication. At the City Land Closing, plats of vacation and plats of dedication relating to alleys to be vacated and dedicated as depicted in Exhibit G attached hereto, and the ordinance(s) authorizing such vacation and dedication, shall be recorded subsequent to the recording of the conveyance to Legacy School described in Section 9.2(M) above and subsequent to the recording at the City Land Closing of the City's deed to Legacy School. Subsequent to the recording of the plats of vacation and dedication and accompanying ordinances, at the City Land Closing Legacy School shall quitclaim its interest in the vacated alley, in the Developer Parcel, and in the City Land to Legacy Owner.

P. Right to Terminate. If any of the conditions in this Section 9.2 have not been satisfied to the

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

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## SECTION 10. CONSTRUCTION REQUIREMENTS.

1 Drawings. The Developer shall construct the Project on the Property in substantial accordance with the site plan and other drawings attached hereto as Exhibit C, and in accordance the final plans and specifications prepared by Lothan Vanhook DeStefano Architecture LLC, 57 West Grand Avenue, Suite 300, Chicago, Illinois 60654, dated , 20 , which have been approved by DPD and which are incorporated herein by this reference (collectively, "Drawings"). No material deviation from the Drawings may be made without the prior written approval of DPD, which approval shall not be unreasonably withheld or delayed. If the Developer submits and DPD approves revised site plans or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and architectural drawings upon DPD's written approval of the same, which approval shall not be unreasonably withheld or delayed.

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

3 City's Right to Inspect Property. For the period commencing on the City Land Closing Date and continuing through the date the City issues a Certificate of Completion (as defined in Section 13 below), any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the requirements applicable to obtain a Comprehensive Final NFR Letter, 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 Property 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 Property.

5 Survival. The provisions of this Section 10 shall survive the City Land Closing.

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

The approval of any Drawings by DPD's Bureau of Economic Development is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings, any other DPD Bureau (such as, but not limited to, DPD's Bureau of Zoning), 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 Property. The approval given by DPD shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

## **SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.**

The Developer shall commence construction of the Project no later than thirty (30) days following the City Land Closing, and shall complete the Project (as evidenced by the issuance of a Certificate of Completion) no later than eighteen (18) months following the commencement of construction; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates for good cause shown by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Drawings, and all Laws and covenants and restrictions of record.

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

Upon completion of the construction of the Project, the Developer shall request that the City inspect the improvements, which request shall be accompanied by a (a) Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit D, and (b) receipt of the Comprehensive Final NFR Letter from the IEPA and recordation of the same with the Cook County Recorder of Deeds. Within forty-five (45) days after receipt of a request for inspection and the accompanying Certificate of Substantial Completion, the City shall inspect the Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Certificate of Completion ("Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the construction of the Project in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a request for inspection. 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 (but specifically excluding those on-going covenants as referenced in Section 14) with respect to the Developer's obligations to construct the Project and obtain the Comprehensive Final NFR Letter. The Certificate of Completion shall not, however, constitute evidence that

the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction.

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## **SECTION 14. RESTRICTIONS ON USE.**

The Developer agrees that subject to the terms of Section 18 below:

14.1 The Developer shall devote the Property or any part thereof to construction of the Project and, thereafter, for (i) the operation of a public charter school, (ii) not-for-profit cultural exhibits, (iii) not-for-profit, non-sectarian philanthropic uses or (iv) not-for-profit, non-sectarian charitable uses.

2 Legacy School shall keep its enrollment open to all children in Chicago.

3 Legacy School shall not charge tuition or require an entrance exam.

4 Legacy School shall select students for admission based on a lottery

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

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

7 Commencing one (1) year after the City's issuance of the Certificate of Completion, and annually thereafter, the Developer shall submit to the Department a report ("Report") which includes: (i) Developer's audited financial statements for the preceding calendar year; and (ii) documentation evidencing the Developer's payment of real estate taxes, if any, owed on the Property, and the Developer's application for an exemption from real property taxes, if applicable (if the Cook County Board of Review has issued an exemption to the Developer, a copy of such exemption shall be substituted for the exemption application). Each Report must be submitted to the Department within thirty (30) days following the completion of the applicable one (1) year period.

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

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

(a) Prior to the date that is twenty (20) years following the City's issuance of the Certificate of Completion, the Developer shall not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion: (1) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein, or the Developer's controlling interests therein (including without limitation, a transfer by assignment of

any beneficial interest under a land trust); or (2) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement).

b) For purposes of this Section 15:

"Appraised Fair Market Value of the Property" means the appraised fair market value of the Property, as improved, as of a date that is within ninety (90) days of the Developer's proposed closing date for the Proposed Property Sale (as defined below), and which appraisal has been ordered by the City and paid for by the Developer; provided, however, that the Department may require, pursuant to written notice, that the Developer order and pay for such appraisal.

"Gross Sales Price" means the gross price at which the Developer offers to sell and a purchaser agrees to pay to purchase all or a portion of the Property, without any set-offs or credits.

"Proposed Property Sale" means the Developer's sale of all or a portion of the Property (i.e., the land, the air rights or both the land and air rights).

c) The Department's consent to a Proposed Property Sale of the Property also is subject to the following: If the Proposed Property Sale is scheduled to close prior to the date that is ten (10) years following the City's issuance of the Certificate of Completion: The Developer shall pay (by cashier's check or certified check) to the City concurrent with the Developer's closing on the Proposed Property Sale an amount equal to fifty percent (50%) of the difference between (x) minus (y), where (x) equals the greater of the Gross Sales Price and the Appraised Fair Market Value of the Property and (y) equals the dollar amount of the Final Project Budget.

d) Twenty (20) years plus one (1) day after the City's issuance of the Certificate of Completion, no City consent shall be required for any transfer of the Property or portion thereof.

e) The terms of this Section 15 are subject to the terms of Section 9.2.L. authorizing the School Lease, and to the alley vacation, alley dedications and conveyances contemplated above in Section 9.2.0.

## **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 shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the acquisition and construction financing approved pursuant to Section 8.2 hereof.

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



Notwithstanding any other provision of this Agreement or of the Deed, the holder of any Approved Mortgage (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, indemnify the City pursuant to Section 21, perform the Environmental Remediation work described in Section 22.2, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the City Land Closing, shall execute a Subordination Agreement (as defined in Section 8.2). If any such Approved 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 to the extent provided in this Agreement; provided, however, that (a) neither the transfer of the Property to any Approved Mortgagee or its affiliate or any third party pursuant to any foreclosure, deed in lieu of foreclosure or otherwise, nor any subsequent transfer of the Property by any Approved Mortgagee or its affiliate to any third party, shall be subject to the prohibition on transfer in Section 15 of this Agreement, and (b) no Approved Mortgagee or its affiliate or any other transferee of the Property pursuant to or following any foreclosure, deed-in-lieu of foreclosure, or similar transfer shall be liable for or be obligated to assume or pay any unsatisfied indemnification obligations of the Developer under Section 21 or Section 22.6 of this Agreement.

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

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) Section 16 (Limitation Upon Encumbrance of Property), Section 21 (Indemnification) and Section 22 (Environmental Remediation; Condition of City Land at Closing) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 16, 21 and 22 (except for Section 22.6) shall expire and terminate upon the issuance of the Certificate of Completion without further action by the parties. The covenants contained in Sections 14.1, 14.2, 14.3, 14.4, 14.7 and 15 shall expire and terminate on the date that is twenty (20) years following the City's issuance of the Certificate of Completion without further action by the parties; provided, however, the Commissioner has the authority to revise Section 14.2 (solely with respect to a change in the enrollment process) and the covenants set forth in Sections 14.2, 14.3 and 14.4 following a written request from the Developer, but solely to the extent that such revision is required by law or by the Chicago Board of Education. The covenant contained in Section 14.5 shall remain in effect without limitation as to time. The covenant contained in Section 14.6 shall expire and terminate without further action of the parties upon the expiration of the Plan for the Area.

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

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its

obligations under this Agreement.

2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project).

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

Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c), (e), (g) and (1).

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

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

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

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

d) The Developer fails to pay real estate taxes or assessments affecting the Property or any part thereof when due, or places thereon any encumbrance or lien

unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply).

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

g) The Developer fails to close by the Outside RDA Closing Date or the Outside City Land Closing Date, as such dates may be amended by DPD, in its sole discretion (no notice or cure period shall apply, except as set forth in in Section 9.1 .F. and Section 9.2.P.).

h) The Developer fails to perform the Environmental Remediation (as defined in Section 22.2 below) in the time and manner set forth herein.

(i) The Developer fails to timely apply with the Board of Review for Cook County, Illinois, for an exemption from real estate property taxes.

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

(k) The Developer fails to comply with the restrictions on use set forth in Sections 14.1. 14.2. 14.3. 14.4 and 14.7.

(l) Following the City's issuance of the Certificate of Completion, the Developer fails to limit the use of the Property or any part thereof to (i) the operation of a public charter school, (ii) not-for-profit cultural exhibits, (iii) not-for-profit, non-sectarian philanthropic uses or (iv) not-for-profit, non-sectarian charitable uses (no notice or cure period shall apply).

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

6 After Closing. If an Event of Default occurs after the RDA Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, revert title to the Property in the City and direct the Title Company to record the Reconveyance Deed and the Lease

Termination Agreement (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any Approved Mortgage. Notwithstanding any other provision of this Agreement or of the Deed, the City reserves the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, revest title to the Property in the City and direct the Title Company to record the Reconveyance Deed and Lease Termination Agreement, if the Developer fails to operate a public charter school on the Property during the period commencing on the City's issuance of the Certificate of Completion and expiring twenty (20) years thereafter. The City's Right of Reverter shall terminate twenty (20) years following the date on which the City issues the Certificate of Completion.

19.7 Resale of the Property. Notwithstanding any exercise of the Right of Reverter, the City's title shall remain subject to the lien(s) of any and all Approved Mortgages. Upon the revesting in the City of title to the Property as provided in Section 19.6, the City may complete the Project or convey the Property, subject to any Approved Mortgage(s), to a qualified and financially responsible party reasonably acceptable to the Lender(s) under Approved Mortgage(s), which qualified and financially responsible party 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. In the event the City acquires title to the Property pursuant to its rights described above, then the City shall have the option to satisfy the indebtedness secured by the Approved Mortgage(s), by paying such indebtedness in full, in which case the City shall have no further obligations to the Lender or the Developer.

19.8 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any Approved Mortgages in order of lien priority, shall be utilized to reimburse the City for:

- a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property less any income derived by the City from the Property in connection with such management); and
- b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the

Developer's equity investment in the Property.

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

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

## **SECTION 21. INDEMNIFICATION.**

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Property prior to or after the RDA Closing. This indemnification shall survive the RDA Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. ENVIRONMENTAL REMEDIATION; CONDITION OF PROPERTY AT CLOSING.**

22.1 Comprehensive Draft NFR Letter. The Developer has performed or caused to be performed an environmental investigation of the Property prior to the date hereof, which disclosed 1) historical uses of the southwestern portion of the property for dry cleaning operations, and 2) the southeastern portion of the property for "auto wrecking", and that certain VOCs, PNAs, and metals were detected at concentrations exceeding the Illinois Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives (SROs) for residential property use. The Developer represents that it has enrolled the Property in the SRP, and is taking all necessary and proper steps to obtain a comprehensive draft NFR letter for the Property ("Comprehensive Draft NFR Letter"), including, without limitation, submitting to the IEPA a Site Investigation Report, a Remedial Objectives Report ("ROR"), a Remedial Action Plan (as amended or supplemented from time to time, the "RAP"), and any supplemental or additional reports required by the IEPA. The IEPA has conditionally approved the Comprehensive Site Investigation/Remediation Objectives

Report and Remedial Action Plan for the site and the Developer expects to satisfy the conditions listed in said document. The City's Department of Fleet and Facility Management ("2FM") has reviewed and approved, in writing, the Comprehensive Site Investigation/Remedial Objectives Report and Remedial Action Plan document, which is inclusive of an IEPA approved RAP. The Developer shall keep the City informed at all times of the status of the Developer's request for the Comprehensive Draft NFR Letter, including, without limitation, giving the City copies (without charge therefore) of all reports, correspondence, field data, applications and any other information reasonably requested by the City.

22.2 Environmental Remediation. Promptly after the City Land Closing, the Developer shall, at its sole cost, expense and risk, undertake in accordance with the Comprehensive Draft NFR Letter, the IEPA approved RAP, all IEPA requirements, and the terms and conditions of this Agreement, all investigation, remediation, response, removal, monitoring, reporting and other activities ("Environmental Remediation") necessary to obtain a Comprehensive Final NFR Letter for the Property, including, without limitation, and the necessary remediation of any impact from basements backfilled with unknown materials as a recognized environmental condition associated with the Property and any orphan underground storage tanks. The contractors selected by the Developer, and the terms of the contract must be approved by the City, which approval shall not be unreasonably withheld, prior to the commencement of any Environmental Remediation Work (as defined in Section 22.4) on the Property. The City hereby pre-approves the following contractors and consultants: W.B. Olson, Inc., and Mostardi Piatt. The Developer will ensure that the Property is remediated in accordance with the Illinois Environmental Protection Agency's Tiered Approach to Corrective Action Objectives (35 Illinois Administrative Code 742) for residential standards. The Developer will ensure that any lead abatement is performed in accordance with the requirements of the Occupational Safety and Health Administration's (OSHA) Safety and Health Regulations for Construction (19 CFR 1926.62). The Developer will ensure that any asbestos abatement activities are conducted by a licensed contractor in accordance with the Illinois Department of Public Health, USEPA National Emission Standards for Hazardous Air Pollutants, and OSHA regulations and requirements. The Developer shall complete the Environmental Remediation in compliance with all applicable Laws, including, without limitation, all applicable Environmental Laws, and shall secure all necessary permits and governmental approvals prior to the commencement of any such work. The Developer shall keep the Property and adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition during the course of such work. The Developer shall continuously and diligently pursue the Comprehensive Final NFR Letter using all reasonable means and, subject to Section 19.2, shall obtain the Comprehensive Final NFR Letter within eighteen (18) months after the City Land Closing, unless DPD, in its sole discretion, extends such time period. The Developer acknowledges and agrees that its obligation to obtain the Comprehensive Final NFR Letter is a material part of the consideration for the Property, and that, but for such obligation, the City would not have agreed to convey the Property to the Developer for the Purchase Price. The Developer acknowledges and agrees that the City will not issue a Certificate of Occupancy for the Property until the IEPA has issued, an unconditional written approval of the developer's remedial action completion report. The Developer further acknowledges and agrees that failure to obtain the Comprehensive Final NFR Letter within the time period set forth above shall constitute an Event of Default, and shall be a basis for the City to pursue remedies under the provisions of Section 19.

3 Definition of Environmental Laws. As used herein, the term "Environmental Laws" shall mean all federal, state, local or other governmental laws (including common law), statutes, ordinances, codes, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent decree or judgments, relating to the regulation and protection of human health, safety, the environment and natural resources in the jurisdiction in which the Property is located, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), the Toxic Substances and Control Act of 1976 (15 U.S.C. §§ 2601 et seq.) ("TSCA"), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), and all analogous state and local counterparts or equivalents, including, without limitation, the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.).

4 "As Is" Sale. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY LAND OR THE SUITABILITY OF THE CITY LAND FOR ANY PURPOSE WHATSOEVER, AND THE DEVELOPER AGREES TO ACCEPT THE CITY LAND IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND THE DEVELOPER AGREES TO ACCEPT THE CITY LAND IN SUCH CONDITION AND ON SUCH TERMS. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE CITY LAND AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY LAND. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM THE ENVIRONMENTAL REMEDIATION WORK (AS HEREINAFTER DEFINED) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE CITY LAND IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE. "Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Comprehensive Final NFR Letter for the City Land in accordance with the terms and conditions of the Comprehensive Draft NFR Letter, the ROR, the RAP, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

5 Right of Entry.

a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the City Land for the construction, development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the City Land for a period of ninety (90) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form

and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Land.

b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Land, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.5, the Developer shall be deemed satisfied with the condition of the City Land.

#### 22.6 Indemnity. For purposes of this Section 22.6:

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

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

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

The Developer, for itself and its successors and assigns (other than the holder of any Approved Mortgage authorized by this Agreement (or any affiliate of such holder)), hereby completely and forever waives, releases and discharges the Indemnitees, and indemnifies, defends and holds harmless the Indemnitees from and against any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, now existing or occurring after the City Land Closing Date, based upon, arising out of, or related to (a) Developer's failure to complete the Environmental Remediation Work; (b) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly

located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (c) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the



Property or the migration of Hazardous Substances from or to other property; and (d) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses the City may suffer or incur as a potentially responsible party under CERCLA. The foregoing covenant of release and indemnification shall run with the land, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed.

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

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

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

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

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

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

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

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

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

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

### 23.2 City Resident Employment Requirement.

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

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

(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,

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Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

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

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

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs, as set forth in Exhibit F hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 4% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

b) For purposes of this Section 23.3 only:

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

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

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,

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the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In

accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of 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 City Land Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the City Land Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements, if any. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt

construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

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

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

a) Legacy School and Legacy Owner each is an Illinois not-for-profit corporation and has the authority to acquire, own and redevelop the Property.

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

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

d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could

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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, subject to the completion of the Environmental Remediation Work, Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

24.2 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.

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

have been disclosed in writing and approved by the other party.

## **SECTION 25. NOTICES.**

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

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

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

If to the Developer:                      Legacy Charter School  
c/o Errol Stone, Esq. Dentons US  
LLP 233 S. Wacker Drive Suite  
7800  
Chicago, Illinois 60606

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Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

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

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of

the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or

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indirectly and whether through share ownership, a trust, a contract or otherwise.

## **SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.**

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

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



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

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

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

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

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contemplated by this Agreement.

For purposes of this provision:

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

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

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

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

1. they are each other's sole domestic partner, responsible for each other's common welfare; and
2. neither party is married; and
3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
5. two of the following four conditions exist for the partners:

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

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

## **SECTION 29. MISCELLANEOUS.**

The following general provisions govern this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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29.12 Alternate Financing Structure. The City acknowledges that Developer has created Legacy Owner and has agreed to include Legacy Owner as a party to this Agreement, to have Legacy Owner acquire the Property, and to have Legacy Owner enter into the School Lease in anticipation of obtaining financing under the federal New Markets Tax Credit program. In the event that such financing is not obtained and the alternative sources of financing for the Project do not require or permit such a structure, then following the Developer's written request, and subject to the Department's prior written approval, Legacy School will acquire the City Land and the Developer Parcels in its own name, operate the Project as the owner thereof, and otherwise be solely responsible for all of the obligations of the Developer under this Agreement. In the event such Department approval is granted, this Agreement shall thereafter be deemed amended such that (i) all references to and obligations of Legacy Owner shall instead be deemed to be references to and obligations of Legacy School, including but not limited to the reconveyance obligations, (ii) all references to the School Lease and the leasing of the Project by Legacy Owner to Legacy School shall be deemed deleted, (iii) all references to the "Developer" shall be deemed to mean Legacy School only, and (iv) Legacy Owner shall no longer be deemed a party to this Agreement. In such event, Legacy School, Legacy Owner, and the City shall enter into any amendment to this Agreement and any such other documentation as any of them may reasonably require to evidence and confirm the foregoing provisions.

## SECTION 30. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE

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

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

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

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

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

(b) Developer is aware that City policy prohibits City employees from directing any

### **33**

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

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

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

*(Signature Page Follows)*

34

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

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

By:  
Andrew J. Mooney  
Commissioner of Planning and Development

**LEGACY CHARTER SCHOOL,**  
an Illinois not-for-profit corporation

By:  
Name:  
Its:

**LEGACY CHARTER SCHOOL SUPPORT**  
**CORPORATION,**  
an Illinois not-for-profit corporation

By: \_ Name: Its:

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

Arthur  
Counsel City of Chicago  
121 North LaSalle Street, Suite 600 Chicago,  
Illinois 60602 (312) 744-1041

Dolinsky

Senior

35

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

GIVEN under my notarial seal this       day of       , 2015.

NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that       , the       of Legacy Charter School, 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

NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Legacy Charter School Support 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, s/he signed and delivered the foregoing instrument pursuant to authority given by Legacy Charter School as her/his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this            day of            , 2015.

NOTARY PUBLIC

37

**(sub) EXHIBIT A LEGAL DESCRIPTION OF CITY**

**LAND**

(Subject to Final Title Commitment and Survey)

LOTS 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33 AND 34 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1647-53 S. Christiana Avenue,  
3300-3302 W. Ogden Avenue and  
3308-3326 W. Ogden Avenue, Chicago, Illinois 60623

P.I.N.s: 16-23-405-007, -008, -009, -017 through -024, and -026

**(sub) EXHIBIT A-1**

**LEGAL DESCRIPTION OF DEVELOPER PARCELS**

(Subject to Final Title Commitment and Survey)

PARCEL 1:



LOT 22 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3306 W. Ogden Avenue, Chicago, Illinois 60623 P.I.N.: 16-23-405-025

**PARCEL 2:**

LOT 31 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND OF THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1655 S. Christiana Avenue, Chicago, Illinois 60623 P.I.N.: 16-23-405-010

**PARCEL 3:**

LOT 2 IN THE RESUBDIVISION OF LOT 19 IN SHERMAN AND WALTER'S RESUBDIVISION OF BLOCK 11 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1646-48 S. Spaulding Avenue, Chicago, Illinois 60623 P.I.N.: 16-23-405-016

**(sub) EXHIBIT B NARRATIVE DESCRIPTION OF  
PROJECT**

Developer will use the Property to construct a new public charter school building that is three stories in height, and approximately 61,000 square feet in size. It will have 23 classrooms, administrative offices, a gym, cafeteria, and ancillary facilities. The building will be LEED certified and have either a 50% green roof or alternatively 25% of would otherwise be the aforesaid 50% green roof covered instead by solar panels (thus comprising 12.5% of the total roof area) .

**(sub) EXHIBIT C**

**SITE PLAN AND DRAWINGS**

**[To come]**

**(sub) EXHIBIT D CERTIFICATE OF SUBSTANTIAL**

**COMPLETION**

City of Chicago  
Department of Planning and Development 121 North  
LaSalle Street, Room 1000 Chicago, Illinois 60602  
Attention: James Wilson

Re: Legacy Charter School

This will certify that the property at the above-referenced location, now includes a three-story school building with a 50% green roof or alternatively 25% of what otherwise be the aforesaid 50% green roof covered instead by solar panels (thus comprising 12.5% of the total roof area), which have been substantially completed in accordance with the plans and specifications provided to the City prepared by Lothan Vanhook DeStefano Architecture LLC, and dated , 20\_\_.

[PROJECT ARCHITECT]

By:

Its:

**(sub) EXHIBIT E**

FINAL PROJECT BUDGET [To Come]

**u**

**(sub) EXHIBIT F**

MBE/WBE BUDGET [To Come]

**(sub) EXHIBIT G ALLEYS TO BE VACATED AND DEDICATED [Attached]**

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## PLAT OF VACATION

### - LCCAL DESCRIPTION -

That part of the 16 foot alley lying North of Lots 20 through 29, both included, and East of lots 32, 33 and 34. In Sherman and Walter's Resubdivision of Block J7 of the Circuit Court Partition of the East Half of the Northeast Quarter, and that part of the East Half of the Southeast Quarter lying North of Ogden Ave., of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded November 6, 1886 as Document number 770650, in Cook County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of Lot 31 in said Sherman and Walter's Resubdivision; thence North 64 degrees 19 minutes 03 seconds East along the South line of said Lot 31, and Lot 32, a distance of 136.56 feet to the Southeast corner of Lot 32; thence North 01 degrees 39 minutes 27 seconds West along the East line of Lots 32, 33 and 34, a distance of 43.19 feet; thence North 86 degrees 32 minutes 27 seconds East 16.00 feet to a point on the West line of Lot 2 in the Resubdivision of Lot 19 in Sherman and Walter's Resubdivision according to the plat thereof recorded February 16, 1920 as Document number C73B047, said point being 19.00 feet south of the Northwest Corner of said Lot 2; thence South 01 degrees 39 minutes 27 seconds East along the West line of said Lot 2, a distance of 36.00 feet to the Southwest corner of said Lot 2; thence North 64 degrees 19 minutes 03 seconds East along the South line of said Lot 2, a distance of 67.74 feet; thence North 88 degrees 32 minutes 27 seconds East 39.00 feet to a point on the Northwest line of Lot 20 in said Sherman and Walter's Resubdivision; thence South 64 degrees 19 minutes 03 seconds West along the North line of said Lots 20 through 29, a distance of 264.51 feet to the Northwest corner of said Lot 29; thence North 01 degrees 39 minutes 54 seconds West 17.02 feet to the Point of Beginning.

Said Parcel containing 0.111 acres (4,844 sq. ft.), more or less.

W. 16TH STREET X

16")

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16-23-405-005

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or

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gj. <sup>nte\_00</sup>^<sub>88</sub>-32°27'E 16.00-  
16-23-405-014  
16-23-405-007  
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-T  
£16-23- -,-r ■  
STATE OF ILLINOIS COUNTY OF COOK

This is to certify that I, on Plicois Professional Land Surveyor, have surveyed the property described in the caption above, and that (his Professional service conforms to the current Illinois Minimum Standards (or a Boundary Survey.

Given under my hand and cedl tn Chicago, Illinois, this 25th day of October. 2014.

,6-23- (125') 1. <sub>oV</sub> A9^giib.  
Bearings ore based on (he cost line of S. Chris lion o Ave. which ls assumed to bear N01°39'54"W  
ftQUAS C. BAUUCARTFR UHOG UNO SURVCYCR NO 3143 UCEKSC EXPIRATION I1-30-2011  
^mutiny.  
Field work completed ^JJuU- V  
September 26. 2014. iK/'\*-N5gfc

Firm Registration Na. 104.003610

GRAPHIC SCALE

» n <-> to

Dimensions ore shown in feet and decimal ports thereof.  
( IN FEET ) 1 Inch - 40 ft.  
Na dimensions should be assumed by scale measurements upon the plot.  
Properly corners were not stoked as o port of (his plot.

DWG: XX-XX-XX-XXXX

F\*\$TERRA

LEGEND (10.00') KECOKD 16' ALLEY PLAT OF  
10.00" HRASURRP VACATION

Moll la Tom Boumgortncr TERRA  
Engineering 22S Vl. Ohio St. 4lli door  
Cllicogo, It- 60610

Job No: 13-118 Dale: 1W2S/M

I ^3 ENGKEEBNG UD.

SHEET 1 OF1

Ocl 35. 2014 - Si3om

PLAT OF DEDICATION

LEGAL DESCRIPTION

That part of Lot 2 in the Resubdivision of Lot 19 In Sherman and Walter's Resubdivision of Block 11 of the Circuit Court Partition of the East Half of the Northeast Quarter, and that port of the East Half of ihe Southeast Quarter lying North of Ogden Ave. of Section 23. Township 39 North. Range 13 East of the Third -Principal Meridian, according to the plat thereof recorded February 16, 1920 os Document Number 6738047. described os follows: Beginning at a point on tho Southeasterly lino of said Lot 2, 3.00 feet South of tho North lino of said Lot 2 OS measured at right angfes to said North line; thence South 64 degrees 19 minutes 03 seconds West along said Southeasterly line, 39.00 feet; thence South 0B degrees 32 minutes 27 seconds West along a line 19.00 feet South of ond pcrallel to the North line of sold Lot 2, a dlistonce of 80.14 feet to the West line of said Lot 2; thence North 01 degrees 39 minutes 27 seconds West along the West line of sold Lot 2, a distance of 18.99 feet; thence Southeasterly 4.70 feet along a non-tangential curve with a radius of 3.00 feet, the center of said curve being to tho Northeast; thence North 68 degrees 32 minutes 27 seconds East along a line 3.00 feet South of and pcrallel to the North line of said Lot 2. a distance of 112.77 feet to the Point of Beginning, in Cook Counly, Illinois. Said parcel containing 1.569 sq. ft. (0.036 Acres), more or less.

W. 16TH STREET  
HERETOFORE DEDICATED

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ZD

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IS £§  
o

LEGEND

(10.00') RECORD 10.00' MEASURED

GRAPHIC SCALE J.

{ m > xet )  
1 Inch - 20 ft

DWG: XX-XX-XX-XXXX

Bearings are based on the West line at Lot 2 which bears S01°39'27"E

Firm Registration No. 184.003610

Dimensions are shown in feet and decimal parts thereof.

No dimensions should be assumed by scale measurements upon the plot.

Property corners were not staked as a part of this plot.

STATE OF ILLINOIS COUNTY OF COOK

Thb is to certify that L an Minots Professional Land Surveyor, have surveyed the property described in the caption above, and that thb Professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Given under my hand and seal in Chicago, Illinois, this 7th day of October, 2014.

THOMAS E. BMJUCmXKCR. UJKOIS OHO SURVTWR NO. 3142 LICENSE EXPIRATION 11-30-2014

Field work completed September 20, 2014.

CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Legacy Charter School, an Illinois not-for-profit corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

2. Applicant in which the Disclosing Party holds an interest:

OR

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

13. Business address of the Disclosing Party: 4217 W. 12th Street, Worth Building

Chicago, IL 60623

C. Telephone: 773-522-1640

fax: 773-522-1699

Email: errol@stoneedentons.com

D. Name of contact person: Errol Stone

E. Federal Employer Identification No. (if you have one): f !

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS

pertains. (Include project number and location of property, if applicable):

Redevelopment Agreement for 3300-3330 W. Ogden Avenue, Chicago, IL

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

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

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

Page 1 of 13

**SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

- ☐ Person  
☐ Publicly registered business corporation  
☐ Privately held business corporation  
☐ Sole proprietorship  
☐ General partnership  
☐ Limited partnership  
☐ Trust  
☐ Limited liability company  
☐ Limited liability partnership  
☐ Joint venture  
☒ Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
☒ Yes ☐ No  
☐ Other (please specify)

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

Illinois

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

☒ Yes ☐ No ☒ N/A

**13. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

**Name Title**

See Exhibit A attached hereto and made part hereof.

No members.

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in (he Disclosing Party
------	------------------	--

Not applicable.

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

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

☐ Yes

☒ No

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



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

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

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

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

Page 3 of 13

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

See Exhibit B attached hereto and made part hereof.

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V -

#### CERTIFICATIONS

##### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☒ Yes ☐ No

## B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

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

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

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

Page 5 of 13

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the

Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. ^

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

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

Page 6 of 13

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

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

None.

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

None.

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

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

1. ☐ is ☒ is not

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

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

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

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

Page 7 of 13

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

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

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

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

[J] Yes                      [x] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [J] No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

PageS of 13

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

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

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

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

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

#### A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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



offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

Page 11 of 13

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

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

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

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

#### CERTIFICATION

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

Legacy Charter School, an Illinois not-for-profit corporation

(Print or type name of Disclosing Party)

By

(Sign here) Errol Stone

(Print or type name of Disclosing Party) \_\_\_\_\_ of \_\_\_\_\_ person signing) \_\_\_\_\_ Board

Chairman

(Print or type title of person signing)

Signed and sworn to before me on (date) 3 J If Ixo f f  
at \_dcLSUCi County, TZ//? jr (state).  
7"Q±Zi Notary Public. ^^c^Seai

Commission expires: 11/11/17 0 \ 41

ROBIN L. JESSI7\ Notary Public State of Illinois

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

[Y]es [X]No

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes ☒ No

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

☒ Yes

☐ No

☒ Not Applicable

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

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

EXHIBIT A

BOARD OF DIRECTORS

Leslie Davis, Vice Chairman  
Lisa Kenner  
Charles Leeks  
Susan Lucas  
*Robert Messerly, Secretary*  
John O'Donnell  
Duane Quaini  
Elke Rehbock  
*Errol Stone, Chairman*  
Howard Sulkin  
*Andrew Tobin, Treasurer*  
Carolyn Vessel  
Benjamin Weinberg  
John Willis

NO MEMBERS

I JIIBOIW-C

EXHIBIT B

SUBCONTRACTORS AND OTHER RETAINED PARTIES

	Name (indicate whether retained or anticipated to be retained)	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)
Fees (indicate whether		
		<u>paid or estimated). NOTE: "hourly rate" or "TBD" is not an acceptable response.</u>

Jack. Lawlor (retained)  
Dentons US LLP 233 S. Wacker Drive  
Suite 7800 Chicago, IL 60606

Errol Stone (retained)  
Dentons US LLP 233 S. Wacker Drive  
Suite 7S00 Chicago, IL 60606

ILLFOIW.\*

CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Legacy Chatter School Support Corporation, an Illinois not-for-profit corporation

Check ONE of the following thr.ee <<http://thr.ee>> boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

2. Applicant in which the Disclosing Party holds an interest:

OR

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

B. Business address of the Disclosing Party: 42n w. lath street, North Building  
Chicago, IL 60623

C. Telephone: T^-S^-^O Fax: T73-b42-1699 Email: errol.stonedentons.com

D. Name of contact person: Ertoi stone

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

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

Redevelopment Agreement for 3300-3330 W. Ogden Avenue, Chicago, IL

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

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

Specification # and Contract #

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## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

- ☐ Person  
☐ Publicly registered business corporation  
☐ Privately held business corporation  
☐ Sole proprietorship  
☒ General partnership  
☐ Limited partnership  
☐ Trust  
☒ Limited liability company  
☐ Limited liability partnership  
☐ Joint venture  
☒ Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
fx] Yes (expected) [ ] No [ ] Other (please specify)

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

Illino.i.3

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

☐ Yes

☐ No

☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

I. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Exhibit A attached hereto and made part hereof.

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

Page 2 of 13

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

Name	Business Address	Percentage Interest in the Disclosing Party
Not applicable.		

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

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

☐ Yes

☒ No

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

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

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

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

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

Page 3 of 13

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

See Exhibit B attached hereto and made part hereof.

(Add sheets if necessary)



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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes                      ☐ No

B. FURTHER CERTIFICATIONS

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

Page 4 of 13

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records;

making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

Page 5 of 13

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

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

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

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

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

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

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

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

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. ☐ is ☒ is not

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

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

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

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

Page 7 of 13

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

### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

☐ Yes ☒ No

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the

City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

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

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

City are not federal funding.

#### A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

to the City of treble damages.

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

#### CERTIFICATION

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

Legacy Charter School Support Corporation, an Illinois not-for-profit corporation (Print or type name of Disclosing Party)  
(Sign here)



By:

Errol Stone  
(Print or type name of person signing)

Director  
(Print or type title of person signing)

Signed and sworn to before me on (date) Sjb f^b (

at fat t. County, ZCH,^a.\ (stale).

Commission expires: / U/ yji\_,0 t S / r> I t / S- Octobers. 2015 <My Commission Exp

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

[JYes [x]No

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

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

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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

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

[ ]Yes [x]No

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

[ JYes

[ J No

[x J Not Applicable

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

**FILLING OUT THIS APPENDIX B CONSTITUTES ACKNOWLEDGMENT AND AGREEMENT**

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

EXHIBIT A DIRECTORS

Susan Lucas Errol Stone Carolyn Vessel

SOLE MEMBER

Legacy Charter School

EXHIBIT B

SUBCONTRACTORS AND OTHER RETAINED PARTIES

Disclosing Party (subcontractor, attorney, lobbyist, etc.)	(indicate whether retained or anticipated to be retained) paid or estimated), NOTE: "hourly rate" or "TBD" is not an acceptable response.	Name Relationship to	Business Address Fees (indicate whether
Jack Lawlor (retained)	Dentons US LLP 233 S. Wacker Drive Suite 7800 Chicago, IL 60606	Attorney None	
Errol Stone (retained)	Dentons US LLP 233 S. Wacker Drive	Attorney None	

IUSK.141W-1

Suite 7800 Chicago, IL 60606

Department of Planning and Development city of chicago

April 6, 2015

TO THE HONORABLE CHAIRMAN, RAY SUAREZ AND MEMBERS OF THE COMMITTEE ON  
HOUSING & REAL ESTATE OF THE CITY COUNCIL

Ladies and Gentlemen:

I transmit herewith an ordinance authorizing the negotiated sale of city-owned property located at 1647-53 S. Christiana, 3300-02 W. Ogden and 3308-26 W. Ogden for the development of Legacy Charter School in the North Lawndale community area.

121 NORTH LASALLE STREET, ROOM 1000, CHICAGO, ILLINOIS 60602

Your favorable consideration of this ordinance will be appreciated. Very truly yours,

City Council - City of Chicago Cm- Hall, Room 200 121 North LaSalle Street  
Chicago, Illinois 60602 Telephone- (312) 744-6102 Fax- (312) 744-0770 [rsuarez\(\\_cityofchicago.org](mailto:rsuarez(_cityofchicago.org)

**RAY SUAREZ**

**Alderman, 31 st Ward**

Vice Mayor - City of Chicago

4502 West Fullerton Avenue Chicago, Illinois 60639 Telephone: (773) 276-9100 Fax: (773) 276-2596

[www.ward31](http://www.ward31.com) <[http://www.ward31](http://www.ward31.com)> .com

Committee Memberships:

Housing and Real Estate (Chairman)

Committees, Rules and Ethics (Vice-Chairman)

Aviation

Budget and Government Operations Finance

Transportation and Public Way Workforce Development and Audit Zoning, Landmarks and Building Standards

April 15, 2015  
CHICAGO,  
ILLINOIS

**TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:**

**Your Committee on Housing and Real Estate which was referred a Direct Introduction of an ordinance by the Department of Planning and Development authorizing the negotiated sale of 1647-53 S. Christiana Ave., 3300-3302 W. Ogden Ave., and 3308-3326 W. Ogden Ave., in the Ogden/Pulaski TIF Redevelopment Project Area, to Legacy Charter School. 24<sup>th</sup> WARD**  
(Direct Introduction)

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

This recommendation was concurred in by a unanimous vote of the members of the committee present with no dissenting votes.

(signed)

Committee on Housing & Real Estate

Ray Suarez, CHa: