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REDEVELOPMENT AGREEMENT

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COUNTY RECORDER

CITY OF CHICAGO

AND

WILLARD SQUARE
LIMITED PARTNERSHIP

NO CHARGE
OFFICIAL BUSINESS
CITY OF CHICAGO
Brenda Thomas, Asst.
Corp. Counsel

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Box 430

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LIST OF EXHIBITS

Exhibit A	Redevelopment Area Legal Description
Exhibit B	Property Legal Description
Exhibit C-1	Project Budget
Exhibit C-2	TIF-Funded Costs
Exhibit D	Redevelopment Plan
Exhibit E-1	Architect's Opening Certificate
Exhibit E-2	Architect's Completion Certificate
Exhibit F-1	Requisition Form for TIF-Funded Interest Costs
Exhibit F-2	Requisition Form for TIF-Funded Project Costs
Exhibit G	Schedule of Maximum Amount of TIF-Funded Interest Costs
Exhibit H	Minimum Equalized Assessed Value

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REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made as of this 1st day of ^{October} ~~July~~, 1996, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing ("DOH"), and Willard Square Limited Partnership, an Illinois limited partnership (the "Developer").

RECITALS

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (1994 State Bar Edition) (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 10, 1996: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for the 49th Street/St. Lawrence Redevelopment Area Tax Increment Financing Project"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of the 49th Street/St. Lawrence Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Adoption of Tax Increment Allocation Financing for the 49th Street/St. Lawrence Tax Increment Financing Project" (collectively referred to herein as the "TIF Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased certain property located within the Redevelopment Area in Chicago, Illinois and legally described on Exhibit B hereto and will acquire certain other property located at 4915 South St. Lawrence Avenue, commonly known as the Willard Elementary School Building (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of fifteen 3-story, walk-up, 6-unit buildings, two 3-story, walk-up, 3-unit buildings and one 3-story, walk-up, 4-unit building, with approximately 100 dwelling units and related facilities (the "Project"). The Project shall include those related activities eligible for payment or reimbursement from Incremental Taxes, as defined below, described in Exhibit C-2 hereto and referred to herein as the "TIF-Funded Project Costs."

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E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 49th Street/St. Lawrence Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D. Among the objectives of the Redevelopment Plan are the elimination of blight in the Redevelopment Area and the construction of affordable housing for low-income and moderate-income tenants.

F. Lender Financing: The City acknowledges that a portion of the financing for the Project is to be provided by Prairie Mortgage Company (the "First Mortgagee") in the form of a loan in the amount of up to \$4,264,300 (the "HUD-Insured Loan") to be insured by the United States Department of Housing and Urban Development ("HUD") and to be secured by a first mortgage on the Project (the "HUD-Insured Mortgage") and a loan in the amount of up to \$2,492,223 from the City of Chicago Department of Housing (the "DOH") to be secured by a second mortgage on the Project (the "DOH Loan"). The HUD-Insured Loan and the DOH Loan shall be referred to herein collectively as the "Lender Financing." The terms of the Lender Financing include requiring the Developer to enter into various occupancy and use agreements which currently provide that 80 percent of the units in the Property be occupied by households whose incomes do not exceed 60 percent of the Chicago-area Median Income, adjusted for family size, with the remaining 20 percent of the units in the Property to be occupied by households whose income does not exceed 80% of the Chicago-area Median Income (as adjusted for family size).

G. City Financing: Pursuant to the terms and conditions of this Agreement, the City will pay or reimburse the Developer from Incremental Taxes (as defined below to the extent available) for the following TIF-Funded Costs in the order of priority as set forth herein: 1) the TIF-Funded Interest Costs and 2) the TIF-Funded Project Costs (both as defined below). In addition, the City has agreed to demolish a building located at 4915 South St. Lawrence Avenue, formerly owned by the Board of Education located within the Redevelopment Area.

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Chicago-area Median Income" shall be the median income for families in the Chicago-area Primary Metropolitan Statistical Area.

"Construction Costs" shall mean all costs of construction of the Project, including demolition, remediation, street and utility improvements.

"Corporation Counsel" shall mean City's Office of Corporation Counsel.

"Developer's Architect" shall mean Lisec & Biederman, Ltd.

"DOH" shall have the meaning set forth in paragraph F of the Recitals.

"DOH Loan" shall have the meaning set forth in paragraph F of the Recitals.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices.

"First Mortgagee" shall mean Prairie Mortgage Company or the then holder of the HUD-Insured Loan if Prairie Mortgage Company is not then such holder.

"General Contractor" shall mean Linn-Mathis, Inc., an Illinois corporation.

"Governmental Charges" shall have the meaning set forth in Section 8.12.

"Grand Boulevard Community" shall mean Community Area 38 which is generally bounded by Pershing Road on the north, 51st Street on the south, Cottage Grove Avenue on the east and the Rock Island Railroad tracks on the west in the City of Chicago.

"Hazardous Materials" 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 Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HUD" shall have the meaning set forth in paragraph F of the Recitals.

"HUD-Insured Loan" shall have the meaning set forth in paragraph F of the Recitals.

"HUD-Insured Mortgage" shall have the meaning set forth in paragraph F of the Recitals.

"Incremental Taxes" shall mean such ad valorem taxes, which, pursuant to the City's Ordinance Concerning the Adoption of Tax Increment Allocation Financing for the 49th Street/St. Lawrence Redevelopment Tax Increment Financing Project and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago to be deposited into a special tax allocation fund for the purpose of paying for redevelopment project costs and obligations in the payment thereof.

"Lender Financing" shall have the meaning set forth in paragraph F of the Recitals.

"MBE(s)" or minority-owned business enterprise shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"Other Funds" shall mean the amount of \$5,347,137 to be provided through the use of low income housing tax credits, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by Lisec & Biederman, Ltd as of March 13, 1996 (with respect to the plans) and December 29, 1995 (with respect to the specifications).

"Project" shall have the meaning set forth in paragraph D of the Recitals.

"Project Budget" shall mean the budget attached hereto as Exhibit C-1.

"Project Costs" shall mean all of the costs incurred in connection with the Project.

"Property" shall have the meaning set forth in paragraph D of the Recitals.

"Surplus Cash" shall have the meaning ascribed to it in that certain Regulatory Agreement for Multifamily Housing Projects and amendments thereto, if any, entered into between the Developer and HUD with respect to the Property.

"Survey" shall mean a plat of an ALTA survey of the Property acceptable in form and content to the City and the Title Company.

"Term of the Agreement" shall mean the term commencing on the date of execution of this Agreement and ending December 31, 2019.

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Costs" shall mean the TIF-Funded Interest Costs and the TIF-Funded Project Costs.

"TIF-Funded Interest Costs" shall have the meaning set forth in Section 4.02 hereof.

"TIF-Funded Project Costs" shall have the meaning set forth in Section 4.03 hereof.

"Title Company" shall mean Title Services, Inc., as agent for First American Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, issued by the Title Company.

"WBE(s)" or women's business enterprise shall mean a business enterprise identified in the Directory of Certified Women's Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women's business enterprise.

SECTION 3. THE PROJECT

3.01 The Project. The Developer shall: (i) commence construction of the Project no later than December 31, 1996; and (ii) complete construction of the Project no later than December 31, 1998, subject to the provisions of Section 17.16 of this Agreement. In the event that HUD grants an extension of time for commencement or completion of construction of the Project, the Developer shall notify the City within three days after receipt of notice of such extension and the foregoing dates shall be automatically extended accordingly.

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3.02 Plans and Specifications. The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and shall comply with all applicable state and local laws, ordinances and regulations. As of the date hereof, the Developer has delivered to DOH, and DOH has approved, the Plans and Specifications. The Developer has submitted also all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to DOH, and DOH has approved, the Project Budget. The Developer hereby certifies to the City that (a) Lender Financing and Other Funds shall be sufficient to pay all Project Costs and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer hereby represents to the City that the Lender Financing is (a) along with Other Funds, necessary to pay for all Project Costs and (b) available to be drawn upon to pay for certain Project Costs in accordance with the terms of the documents securing the Lender Financing.

3.04 Other Approvals. Construction of the Project and purchase of materials shall not commence until the Developer has obtained all permits and approvals required by state, federal or local statute, ordinance or regulation and the General Contractor has delivered to the Developer performance and payment bonds or an unconditional letter of credit acceptable to DOH and the First Mortgagee in the full amount of the construction contract.

3.05 Survey Updates. Upon DOH's request, the Developer shall provide three as-built Surveys to DOH reflecting improvements made to the Property.

3.06 Architect's Certificates and Periodic Reports. The Developer has contracted with the Developer's Architect to act as its architect on the Project. The Developer's Architect shall provide the following documents to DOH:

(a) at the time of execution of this Agreement, an original executed Architect's Opening Certificate in the form attached hereto as Exhibit E-1;

(b) during construction of the Project on a monthly basis, a copy of AIA Form G-703, or a comparable form containing the same information as AIA Form G-703, and inspection reports; and

(c) upon completion of the Project, an original executed Architect's Completion Certificate in the form attached hereto as Exhibit E-2.

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SECTION 4. FINANCING FOR THE PROJECT COSTS

4.01 Initial Financing for the Project. The Developer shall pay for all of the Project Costs using the proceeds of the Lender Financing and Other Funds.

4.02 Reimbursement for TIF-Funded Interest Costs.

(a) The City hereby agrees to pay or reimburse the Developer from Incremental Taxes, if any, on deposit from time to time in the TIF Fund, for a portion of the interest costs incurred by the Developer that will accrue on the HUD-Insured Loan (the "TIF-Funded Interest Costs") in an amount not to exceed the lesser of:

(i) 30 percent of the annual interest costs on the Lender Financing incurred by the Developer with regard to the Project during that year, provided that, if there are not sufficient Incremental Taxes in the TIF Fund to make the payment pursuant to this subparagraph, then the amounts so due shall accrue and be payable when Incremental Taxes are available in the TIF Fund; or

(ii) \$2,180,000; or

(iii) in any event, the total amount of TIF-Funded Interest Costs shall not exceed 30 percent of the total Project Costs paid or incurred by the Developer.

(b) The amounts payable pursuant to Section 4.02(a) shall be paid by the City to the First Mortgagee annually, as long as the Lender Financing remains outstanding and as long as the TIF-Funded Interest Costs continue to be payable out of Incremental Taxes under the Act. The City will pay the First Mortgagee for the TIF-Funded Interest Costs for the Project upon submission by the First Mortgagee to the City Comptroller of an executed Requisition Form for TIF-Funded Interest Costs in the form attached hereto as Exhibit E-1. The Requisition Form for TIF-Funded Interest Costs shall be sent to the City Comptroller on or after November 1 of each year that payment is requested, and shall set forth the date for payment which shall be not less than 45 days from the date of its receipt by the City Comptroller. The City Comptroller shall pay, to the extent of any Incremental Taxes then available in the TIF Fund, the amount requested in the Requisition Form for TIF-Funded Interest Costs within 45 days of its receipt; provided, that the amount so requested shall not exceed the maximum amount payable for such year as shown on Exhibit G attached hereto, plus any portion of such maximum amount for prior years that has not been paid. The First Mortgagee shall submit copies of monthly invoices sent to the Developer by the First Mortgagee and a statement of interest accrued and payable on the DOH Loan based on the Developer's most recent Financial Statements to evidence the accrual of such amounts for TIF-Funded Interest Costs. Upon the City's request, the First Mortgagee will provide any additional supporting documentation. Attached as Exhibit G is a schedule of maximum amounts which may be

reimbursed as interest cost incurred by the Developer in accordance with the Redevelopment Plan and the limitations provided in Section 11-74.4-3(q)(11) of the Act.

4.03 Reimbursement for TIF-Funded Project Costs. The City may authorize reimbursement to the Developer for the TIF-Funded Project Costs in an aggregate amount not to exceed \$825,000 upon submission by the Developer to DOH of a proposal including the following, prior to expenditure of such TIF-Funded Project Costs:

- (a) identification of the site;
- (b) proof of financing and equity, including commitment letters from lenders and equity source to cover acquisition, demolition and relocation;
- (c) budget, including detailed sources and uses;
- (d) copy of real estate purchase contract;
- (e) copy of appraisal for the property to be acquired, approved by DOH;
- (f) copy of demolition contract;
- (g) relocation plan providing for relocation of all permanently or temporarily displaced commercial or residential tenants in accordance with the Uniform Relocation Act;
- (h) Requisition Form for TIF-Funded Project Costs in the form attached hereto as Exhibit E-2, including the amount of the requested reimbursement, reimbursable costs shall be limited to costs for acquisition, demolition, relocation and interest costs to the extent permitted by the Act.

DOH shall respond within 60 days from the date of its receipt of such proposal either with a written approval of payment of the TIF-Funded Project Costs or with a written rejection stating the reasons for such rejection. The Developer shall submit itemized invoices to evidence the expenditure of such amounts for TIF-Funded Project Costs and, upon the City's request, will provide any additional documentation necessary for its approval of such proposal. The City will reimburse the Developer from TIF funds, to the extent they are available, for approved TIF-Funded Project Costs that are, in the sole discretion of the City, adequately documented.

4.04 Sufficiency of Incremental Taxes for TIF-Funded Costs. It is hereby understood and agreed to by the Developer that the City does not make any representations that the

amount of the Incremental Taxes deposited in the TIF Fund will be sufficient to pay for or reimburse the Developer for any or all of the TIF-Funded Costs.

SECTION 5. GENERAL PROVISIONS

5.01 DOH Approval. Any approval granted by DOH pursuant to this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other department of the City or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DOH pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

5.02 Other Approvals. Any DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 3.04 hereof.

5.03 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the construction of the Project indicating that partial financing is being provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

5.04 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto.

5.05 Permit Fees. Subject in all cases to the waiver by the City of permit fees that may be granted, in connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City.

SECTION 6. CONDITIONS

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below:

6.01 Title Policy. Within seven days after the latest of (i) execution of this Agreement and (ii) the date on which the Developer obtains good title to each parcel of land

encompassing the Property, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title.

6.02 Survey. The Developer has furnished the City with a Survey prior to the execution of this Agreement.

6.03 Insurance. The Developer, at its own expense, shall insure the Property in accordance with Section 12 hereof.

6.04 Opinion of Developer's Counsel. The Developer shall furnish the City with an opinion of counsel upon the execution of this Agreement in the form as may be reasonably required by or acceptable to Corporation Counsel.

SECTION 7. AGREEMENTS WITH CONTRACTORS

7.01 Local Contractors and Vendors. The Developer shall ensure that all contracts entered into by the Developer in connection with the construction of the Project shall comply with the minimum percentage of total worker hours (i.e., 50 percent) performed by actual residents of the City, as set forth in Section 2-92-330 of the Municipal Code of Chicago (the "Chicago Residency Ordinance"). In the event that the City determines that the Developer has failed to comply with this requirement, the City's remedy shall be to collect from the Developer an amount to be determined by DOH, but not to exceed 1/20th of one percent (0.0005) of the aggregate value of all construction contracts entered into by the Developer for the construction of the Project, in payment for each percentage of shortfall toward the residency requirement. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable HUD regulations.

7.02 Maintaining Records. On a monthly basis until completion of construction of the Project, the Developer shall provide to DOH reports in a form satisfactory to DOH evidencing its compliance with Section 7.01.

7.03 Other Provisions. Photocopies of all contracts or subcontracts entered into by the Developer in connection with the Project shall be made available to DOH upon request. The Developer has the right to delete proprietary information from such contracts or subcontracts, provided, however, that upon DOH's request, the Developer shall make available such proprietary information for review by any authorized City representative.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

8.01 General. The Developer represents, warrants and covenants that:

(a) the Developer is an Illinois limited partnership, duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary partnership action and will not violate its partnership agreement as amended and supplemented, any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 17.14 hereof, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, subject to general real estate taxes and special assessments that are not delinquent, and to those matters shown in the Title Policy. The Developer may request HUD's approval to transfer the Property, or any part thereof, provided that such request has been approved in writing by the City. Notwithstanding any provision of this Section 8.01(d) relating to obtaining the City's approval prior to making a request to HUD, after the date of issuance of the Architect's Completion Certificate, the Developer may contact HUD at any time and HUD may contact the Developer at any time to discuss such a request, and if the Secretary of HUD determines that such a transfer will avoid a mortgage insurance claim and is, therefore, in the best interests of the federal government, no City approval shall be necessary for such transfer;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;

(f) the Developer shall obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct, complete and operate its business at the Project;

(g) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money

to which the Developer is a party or by which the Developer is bound which would materially affect its ability to perform hereunder;

(h) the Financial Statements when submitted will be, complete and correct in all material respects and will accurately present the assets, liabilities, results of operations and financial condition of the Developer; and

(i) the Developer is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws and that the Property is suitable for its intended use.

8.02 Covenant to Redevelop. The Developer shall redevelop the Property substantially in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

8.03 Redevelopment Plan. The Developer represents that the Project shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of Incremental Taxes. Incremental Taxes disbursed to the Developer shall be used by the Developer solely to pay for the TIF-Funded Costs as provided in this Agreement.

8.05 Arms-Length Transactions. Unless DOH shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the Incremental Taxes, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Costs. The Developer shall provide information with respect to any entity to receive the Incremental Taxes (by reimbursement or otherwise), upon DOH's request, prior to any such disbursement.

8.06 Conflict of Interest. The Developer represents and warrants that no member, official or employee of the City, or member of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City in connection with the Project, owns or controls (or has owned or controlled) any interest, direct or indirect, in the Developer's business or the Property.

8.07 Disclosure of Interest. The Developer represents and warrants that the Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.08 Financial Statements. The Developer shall maintain and provide to DOH its Financial Statements at the earliest practicable date but no later than 120 days following the end of the Developer's fiscal year, each year for the Term of this Agreement.

8.09 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder. The Developer shall immediately notify DOH of any and all events or actions which may materially affect the Developer's ability to perform its obligations under this Agreement.

8.10 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes. Upon the City's request, the Developer shall provide copies of any documentary evidence of compliance of such laws which may exist, such as, by way of illustration and not limitation, permits and licenses.

8.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.12 Real Estate Provisions.

(a) **Governmental Charges.** The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited the real estate taxes. The Developer shall have the right, before any delinquency occurs, to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.12(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending

the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DOH of the Developer's intent to contest or object to a Governmental Charge and, unless, at DOH's sole option, (i) the Developer shall demonstrate to DOH's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DOH in such form and amounts as DOH shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DOH thereof in writing at which time DOH may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DOH's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DOH deems advisable. All sums so paid by DOH, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly paid to DOH by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum equalized assessed value of the Property ("Minimum Equalized Assessed Value") anticipated to be necessary to generate Incremental Taxes sufficient to pay the TIF-Funded Costs is shown on Exhibit H attached hereto for the years noted on Exhibit H and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit H.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that this Agreement is in effect.

(iii) No Reduction in Equalized Assessed Value. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly,

initiate, seek or apply for proceedings in order to lower the equalized assessed value of all or any portion of the Property or the Project below the amount of the Minimum Equalized Assessed Value as shown in Exhibit H.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project to an amount not greater than the Minimum Equalized Assessed Value.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.12 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the closing date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferee from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

8.13 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of this Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, and covenants that: (a) the TIF Fund will be established, (b) the Incremental Taxes will be deposited therein and (c) such TIF Fund shall remain available to pay the City's obligations under Sections 4.02 and 4.03 as the same become due, as long as the TIF-Funded Interest Costs and the TIF-Funded Project Costs continue to be payable from Incremental Taxes under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of the Developer and the First Mortgagee.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of this Agreement.

SECTION 10. EMPLOYMENT OPPORTUNITY

The Developer and its successors and assigns hereby agree, and shall contractually obligate its or their contractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, ch. 2-160, Section 2-160-010 et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: 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. 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.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) The Developer shall expend at least the following percentages of the total amount of Construction Costs incurred in connection with the Project for contract participation by MBEs or WBEs in the Project:

<u>MBE Percentage</u>	<u>WBE Percentage</u>
25%	5%

This commitment may be met by the Developer's use of an MBE or WBE as General Contractor, by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs. In addition, all amounts expended by the Developer in connection with the Project to an MBE or WBE shall be credited against the Developer's MBE or WBE commitment even if the item for which such sum was expended is not a Construction Cost. Those businesses that constitute both an MBE and WBE shall not be credited more than once against the Developer's MBE or WBE commitment. The City may require the Developer to demonstrate the specific efforts undertaken to involve MBEs and WBEs directly in the Project. An annual report shall be made by the Developer to the City on all efforts made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each MBE and WBE solicited by the Developer to be involved in the Project and the responses received to such solicitation, the name and business address of each MBE and WBE actually involved in the Project, a description of the work performed and or products or services supplied, the date and amount of each expenditure and such other information as may assist the City in determining the Developer's compliance with the foregoing provisions, and the status of any MBE or WBE performing any contract in connection with the Project. The City shall have access to the Developer's books and records concerning the disbursement of Construction Costs, including without limitation payroll records, tax returns and records and books of account, in accordance with the provisions of Section 14, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation.

(e) The Developer will include the foregoing provisions in every contract entered into in connection with the Project and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or Affiliate, as the case may be.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its subsidiaries under any Environmental Laws relating to the Property. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

SECTION 12. INSURANCE

The Developer shall procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of this Agreement, and until each and every obligation of the Developer contained in this Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least 10 business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury,

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personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage.

(iv) All Risk Builders Risk Insurance

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

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(v) Professional Liability

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of \$1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions

Upon DOH's request, the Developer shall provide DOH with copies of insurance policies or certificates evidencing the coverage specified above. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

The Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

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The City maintains the right to modify, delete, alter or change the provisions of this Section 12 upon receipt of HUD's prior written consent and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 12 beyond that which is reasonably customary at such time.

SECTION 13. 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 (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay contractors or materialmen in connection with the Project Costs or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of this Agreement.

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SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Sections 15.03 and 17.16, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtor, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 60 days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 60 days after the commencement thereof;

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(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for 30 days after such entry without a stay of enforcement or execution;

(h) a change in the Developer's general partner, addition of a general partner or sale or other transfer of all or a controlling interest in the ownership of the general partner without DOH's prior written consent; and

(i) a change in the ownership of the Project without DOH's prior written consent.

15.02 Remedies.

(a) Subject to the provisions of paragraph (b) of this section, upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the Incremental Taxes. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both, provided, however, that the City shall not obtain a lien against the Property. Any monetary remedies, including, but not limited to judgments, are payable from distributable Surplus Cash only.

(b) Notwithstanding any other provision herein, the City shall not terminate this Agreement or suspend disbursement of the Incremental Taxes upon the occurrence of an Event of Default unless (i) foreclosure proceedings have been commenced under the HUD-Insured Mortgage or a deed in lieu of such foreclosure has been executed and delivered or (ii) HUD consents to such termination or suspension of disbursement.

15.03 Curative Period. In the event the Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer shall have failed to perform such covenant within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not reasonably capable of being cured within such 30-day period, if the Developer has commenced to cure the alleged default within such 30-day period and thereafter continues diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Developer to the City delivered during such 30-day period, and upon further written request from the Developer to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided, further, that such default is cured in any event within 120 days of the date of the Developer's receipt of a written default notice.

15.04 Right to Cure by First Mortgagee or DOH. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right

or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the First Mortgagee and DOH and the First Mortgagee or DOH (subject to the rights of the First Mortgagee) shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

- (a) if the Event of Default is a monetary default, the First Mortgagee or DOH may cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (ii) receipt by the First Mortgagee or DOH, as the case may be, of such notice from the City; and
- (b) if the Event of Default is of a non-monetary nature, the First Mortgagee or DOH (subject to the rights of the First Mortgagee) shall have the right to cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (ii) receipt by the First Mortgagee or DOH, as the case may be, of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the First Mortgagee or DOH within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the First Mortgagee or DOH continues diligently to pursue the cure of such default and, if possession of the Project is necessary to effect such cure, the First Mortgagee or DOH has instituted appropriate legal proceedings to obtain possession.

SECTION 16. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified or facsimile mail, return receipt requested.

If to City: City of Chicago
 Department of Housing
 318 South Michigan Avenue
 Chicago, Illinois 60604
 Attention: Commissioner
 cc: Manager of Special Finance

With Copies To: City of Chicago
Prepared by: Department of Law
Finance and Economic Development Division
121 North LaSalle Street
Room 511
Chicago, Illinois 60602

If to the City
Comptroller: City Comptroller
City of Chicago
121 North LaSalle Street
Room 501
Chicago, Illinois 60602
Attention: James Welker
cc: Michael Finn
Tariq Malhance
John McCormick

If to Developer: Willard Square Limited Partnership
205 West Monroe Street
Chicago, Illinois 60606
Attention: Ralph Brown
cc: Fred L. Bonner

With Copies To: Bruce P. Weisenthal
Schiff Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60606

and: Prairie Mortgage Company
819 South Wabash, Suite 508
Chicago, Illinois 60605
Attention: Kenneth Marshall

and: U.S. Department of Housing and Urban Development
Chicago Regional Office, Region V
77 West Jackson Boulevard
Chicago, Illinois 60604
Attention: Chief of Multifamily Loan Management
HUD Project No: 071-32131

and: Illinois Housing Development Authority
401 North Michigan Avenue
Suite 900
Chicago, Illinois 60611

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two business days following deposit in the mail.

SECTION 17. MISCELLANEOUS

17.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City and the Developer.

17.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation of Liability. No member, 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 from the City or any successor in interest or on any obligation under the terms of this Agreement.

17.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

17.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

17.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

17.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

17.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

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

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

17.13 Approval. Wherever this Agreement provides for the approval or consent of the City or DOH, or any matter is to be to the City's or DOH's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or DOH in writing and in its sole discretion.

17.14 Assignment. At any time during the term of this Agreement, the Developer may assign this Agreement, with the City's prior written consent, to an entity which purchases the Property or to the First Mortgagee or DOH (subject to the rights of the First Mortgagee), provided that such assignee continues to operate the Property and the Project for the same purpose for which it is currently used and operated. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with all applicable City ordinances and is otherwise qualified to do business with the City. The Developer shall not request HUD's approval to assign this Agreement unless such request has been approved in writing by the City. Notwithstanding any provision of this Section 17.14 relating to obtaining the City's approval prior to making a request to HUD, after the date of issuance of the Architect's Completion Certificate, the

Developer may contact HUD at any time and HUD may contact the Developer at any time to discuss such a request, and if the Secretary of HUD determines that such an assignment will avoid a mortgage insurance claim and is, therefore, in the best interests of the federal government, no City approval shall be necessary for such assignment.

17.15 Binding Effect. This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns. The provisions of this Agreement pertaining to the obligations of the City shall be binding upon the City.

17.16 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

17.17 HUD Rider. The document entitled "HUD-Required Provisions Rider" attached hereto is hereby incorporated into this Agreement as if fully set forth herein.

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

**WILLARD SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership**

By: **TACH Willard Square Development Corporation**
an Illinois not-for-profit corporation

Its: General Partner

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CITY OF CHICAGO

By: MARVIN CAIN
Commissioner,
Department of Housing

50318100

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

**WILLARD SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership**

By: **TACH Willard Square Development Corporation**
an Illinois not-for-profit corporation

Its: General Partner

By: *Ralph L. Storm*

Its: *Pres.*

ATTEST:

By: *[Signature]*

Its: *[Signature]*

CITY OF CHICAGO

By: _____
Commissioner,
Department of Housing

52218100

HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Redevelopment Agreement (the "Document"), dated as of July 1, 1996, entered into between the City of Chicago, Illinois (the "Municipality") and Willard Square Limited Partnership (the "Owner") relating to the property commonly known as Willard Square Apartments (the "Property"). In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; and the term "FHA" shall mean the Federal Housing Administration, an administrative agency within HUD; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured mortgage loan for the Property (Project No. 071-32131):

- A. Commitment for Insurance of Advances, dated September 9, 1996, as amended, issued by the Secretary of HUD to Prairie Mortgage Company ("Prairie");
- B. Building Loan Agreement dated October 1, 1996, between the Owner and Prairie;
- C. Mortgage Note, dated October 1, 1996, made by the Owner payable to the order of Prairie in the principal amount of \$3,123,100;
- D. Mortgage Note, dated October 1, 1996, made by the Owner payable to the order of Prairie in the principal amount of \$1,141,200;
- E. Mortgage, dated October 1, 1996 made by the Owner in favor of Prairie and encumbering the Property as security for the said mortgage loan (the "Mortgage");
- F. Security Agreement (Chattel Mortgage), dated October 1, 1996, between the Owner, as debtor, and Prairie and/or the Secretary of HUD as their interests may appear, as secured party;
- G. UCC-1 and UCC-2 Financing Statements made by the Owner, as debtor, in favor of Prairie and/or the Secretary of HUD as their interests may appear, as secured party; and
- H. Regulatory Agreement for Multifamily Housing Projects, dated October 1, 1996, between the Owner and HUD (the "HUD Regulatory Agreement").
- R-1 Notwithstanding anything to the contrary, the provisions of the Document are subordinate to all applicable HUD mortgage insurance regulations and related administrative requirements and the Mortgage as described in item E above. In the event of any conflict between the provisions of the Document and the provisions

of any applicable HUD regulations, related HUD administrative requirements, or HUD/FHA Loan Documents, the HUD regulations, related administrative requirements or HUD/FHA Loan Documents shall control.

- R-2 The covenants contained in the Document shall automatically terminate in the event of a foreclosure, or a deed in lieu of foreclosure, of any mortgage insured or held by HUD with respect to the Property, or any portion thereof.
- R-2 Failure on the part of the Owner to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Property.
- R-4 Enforcement of the covenants contained in the Document will not result in any claim or lien against the Property, the proceeds of the Mortgage, any reserve or deposit required by HUD in connection with the Mortgage transaction, or the rents or other income from the Property, other than distributable "surplus cash" (as that term is defined in the HUD Regulatory Agreement)
- R-5 No amendment to the Document shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment to any HUD/FHA Loan Document shall be binding upon the City unless the City has consented thereto in writing.
- R-6 Any action prohibited or required by HUD pursuant to applicable federal law and regulations, or the HUD/FHA Loan Documents, shall supersede any conflicting provision of the Document. and the performance or failure to perform of the Owner in accordance with such laws, regulations or HUD/FHA Loan Documents shall not constitute an event of default under the Document.

MUNICIPALITY:

CITY OF CHICAGO, ILLINOIS

By: Margaret C. [Signature]

Name: _____

Its: Commissioner, Department
of Housing

OWNER:

**WILLARD SQUARE LIMITED
PARTNERSHIP,**

an Illinois limited partnership

By: **TACH Willard Square Development
Corporation,**
an Illinois not-for-profit
corporation,
General Partner

By: _____

Its: _____

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of any applicable HUD regulations, related HUD administrative requirements, or HUD/FHA Loan Documents, the HUD regulations, related administrative requirements or HUD/FHA Loan Documents shall control.

- R-2 The covenants contained in the Document shall automatically terminate in the event of a foreclosure, or a deed in lieu of foreclosure, of any mortgage insured or held by HUD with respect to the Property, or any portion thereof.
- R-2 Failure on the part of the Owner to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Property.
- R-4 Enforcement of the covenants contained in the Document will not result in any claim or lien against the Property, the proceeds of the Mortgage, any reserve or deposit required by HUD in connection with the Mortgage transaction, or the rents or other income from the Property, other than distributable "surplus cash" (as that term is defined in the HUD Regulatory Agreement)
- R-5 No amendment to the Document shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment to any HUD/FHA Loan Document shall be binding upon the City unless the City has consented thereto in writing.
- R-6 Any action prohibited or required by HUD pursuant to applicable federal law and regulations, or the HUD/FHA Loan Documents, shall supersede any conflicting provision of the Document, and the performance or failure to perform of the Owner in accordance with such laws, regulations or HUD/FHA Loan Documents shall not constitute an event of default under the Document.

MUNICIPALITY:

CITY OF CHICAGO, ILLINOIS

By: _____

Name: _____

Its: Commissioner, Department
of Housing

OWNER:

**WILLARD SQUARE LIMITED
PARTNERSHIP,**
an Illinois limited partnership

By: **TACH Willard Square Development
Corporation,**
an Illinois not-for-profit
corporation,
General Partner

By: *Ralph Brown*

Its: *Pres.*

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ATTEST:

By: Fred L. Bonne

Its: Sec.

CF02 8748 4 09 23.96 12 08

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Myriam Benhamou Kaplan a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph E Brown and Fred L Bower, personally known to me to be the President and Secretary of TACH Willard Square Development Corporation, an Illinois not for-profit corporation (the "Corporation") and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 24 day of October, 1996 in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation as their free and voluntary act and as the free and voluntary act of the Corporation, as general partner of Willard Square Limited Partnership, for the uses and purposes therein set forth.

Myriam Benhamou Kaplan
Notary Public

My Commission Expires _____

(SEAL)



56618100

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Gloria D. Bell, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Marion Carratt, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 24th day of October, 1996 in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Gloria D. Bell

Notary Public

My Commission Expires June 15, 1998

(SEAL)

OFFICIAL SEAL GLORIA D BELL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 15, 1998

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EXHIBIT A

Legal Description

TAX INCREMENT FINANCING DISTRICT

Legal Description of District Boundary

That part of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning at the northeast corner of South Champlain Avenue and East 49th Street, being also the southwest corner of Lot 12 in Block 2 in the subdivision of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded October 27, 1887 as Document No. 887762; thence easterly along the north line of said East 49th Street to an intersection with the northerly extension of the east line of the north/south public alley in Block 2 in Washington Park Subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded December 18, 1888 as Document No. 1041472; thence southerly along the east line of the public alley in Block 2 in said Washington Park Subdivision and along said east line extended to the north line of East 50th Street, said last described point being also the southwest corner of Lot 13 in Block 2 in Washington Park Subdivision; thence easterly along said north line of East 50th Street and said north line extended to an intersection with the northerly extension of the east line of the public alley lying west of and adjoining the west line of Lots 1 to 6 in Matthew Laffin's Subdivision according to the plat thereof recorded November 7, 1889 as Document No. 1181714 and correction thereto recorded March 11, 1890 as Document No. 1232696; thence southerly along the east line of said last described public alley and along said east line extended to an intersection with the easterly extension of the south line of the east/west public alley lying between East 50th Street and East 50th Place; thence westerly along the south line of said last described alley and along said south line extended to the east line of Lot 5 in Lavinia and Company's Subdivision of Garden and Cottage Lots according to the plat thereof recorded October 22, 1853 as Document No. 45505; thence northerly along said last described line to the south line of the north half of said Lot 5; thence westerly along the south line of the north half of Lots 5 and 6 in said Lavinia and Company's Subdivision of Garden and Cottage Lots to the southwest corner of Lot 4 in E.B. Woolf & Company's Subdivision according to the plat thereof recorded April 25, 1908 as Document No. 4193271; thence northerly along the west line of said Lot 4

to the northwest corner thereof, being a point on the south line of East 50th Street; thence westerly along the south line of said East 50th Street to an intersection with the southerly extension of the west line of the north/south public alley lying between South St. Lawrence Avenue and South Forrestville Avenue in the block lying north of East 50th Street; thence northerly along the west line and said west line extended of said last described public alley to an intersection with the westerly extension of the north line of Lot 3 in Murray Wolbach's Subdivision according to the plat thereof recorded May 6, 1910 as Document No. 4556303; thence easterly along the north line of Lots 2 and 3 in said Murray Wolbach's Subdivision to the northeast corner of said Lot 2, being a point on the west line of South St. Lawrence Avenue; thence northerly along the west line of said South St. Lawrence Avenue to an intersection with the westerly extension of the north line of Lot 6 in Block 1 in the subdivision of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded October 27, 1887 as Document No. 887762; thence easterly along the north line of said Lot 6 and along said north line extended to an intersection with the east line of South Champlain Avenue; thence southerly along said east line of South Champlain Avenue to the point of beginning, in the City of Chicago, Cook County, Illinois.

**49th Street/St. Lawrence Avenue Tax Increment Financing
Redevelopment Project and Plan**

Street Boundaries of the Area

The proposed 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area") contains approximately 17.3 acres and is focused around the block and adjoining residential uses bounded by East 49th Street on the north, South Champlain Avenue on the east, East 50th Street on the south and South St. Lawrence Avenue on the west. More specifically, the Project Area is bounded on the north by the north property lines of Tax Parcels 20-10-211-017 and 20-10-211-038; on the east by the alley east of properties fronting on South Champlain Avenue (north of East 50th Street) and the alley which parallels South Cottage Grove Avenue (south of East 50th Street); on the south by the alley south of properties fronting on East 50th Street and the rear property lines of properties fronting on East 50th Street; and on the west by the west property line of Tax Parcel 20-10-224-006 and the alley west of properties fronting on South St. Lawrence Avenue.

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EXHIBIT B

Legal Description

See Attached

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LEGAL DESCRIPTION

BLDG 1

LOTS 6 AND 7 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4843-45 S. ST. LAWRENCE A



BLDG 2

LOTS 9 AND 10 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4851-53 S. ST. LAWRENCE AVE

BLDG 3

LOTS 11 AND 12 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 600 -12 E. 49TH ST.

BLDG 4

THE NORTH 25.00 FEET OF LOT 1 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 5

LOT 1, EXCEPT THE NORTH 25.00 FEET THEREOF, AND THE NORTH 1/2 OF LOT 2 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 6

THE SOUTH 1/2 OF LOT 2 AND THE NORTH 1/2 OF LOT 3 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE

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OPEN SPACE

THE SOUTH 1/2 OF LOT 3 AND THE NORTH 1/2 OF LOT 4 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 7

LOT 8 IN ROBERTS' SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4914 - 16 S. ST. LAWRENCE

BLDG 8

THE SOUTH 1/2 OF LOT 4 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 9

LOT 5 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 10

LOT 6 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 11

LOT 7 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 12

LOT 3 IN BLOCK 2 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4911 - 13 S. CHAMPLAIN AVE.

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BLDG 13

LOT 18 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 14

THE NORTH 1/2 OF LOT 5 (EXCEPT THAT PART TAKEN FOR ST. LAWRENCE AVENUE), LYING WEST OF THE EAST 173.83 FEET THEREOF, IN LAVINIA AND COMPANY'S SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 15

THE WEST 50.00 FEET OF THE EAST 173.83 FEET OF THE NORTH 1/2 OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 16

THE EAST 49.75 FEET OF THE NORTH 1/2 OF LOT 5 IN SUBDIVISION BY W. T. S. LAVINIA & FRANCIS A. HOFFMAN OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

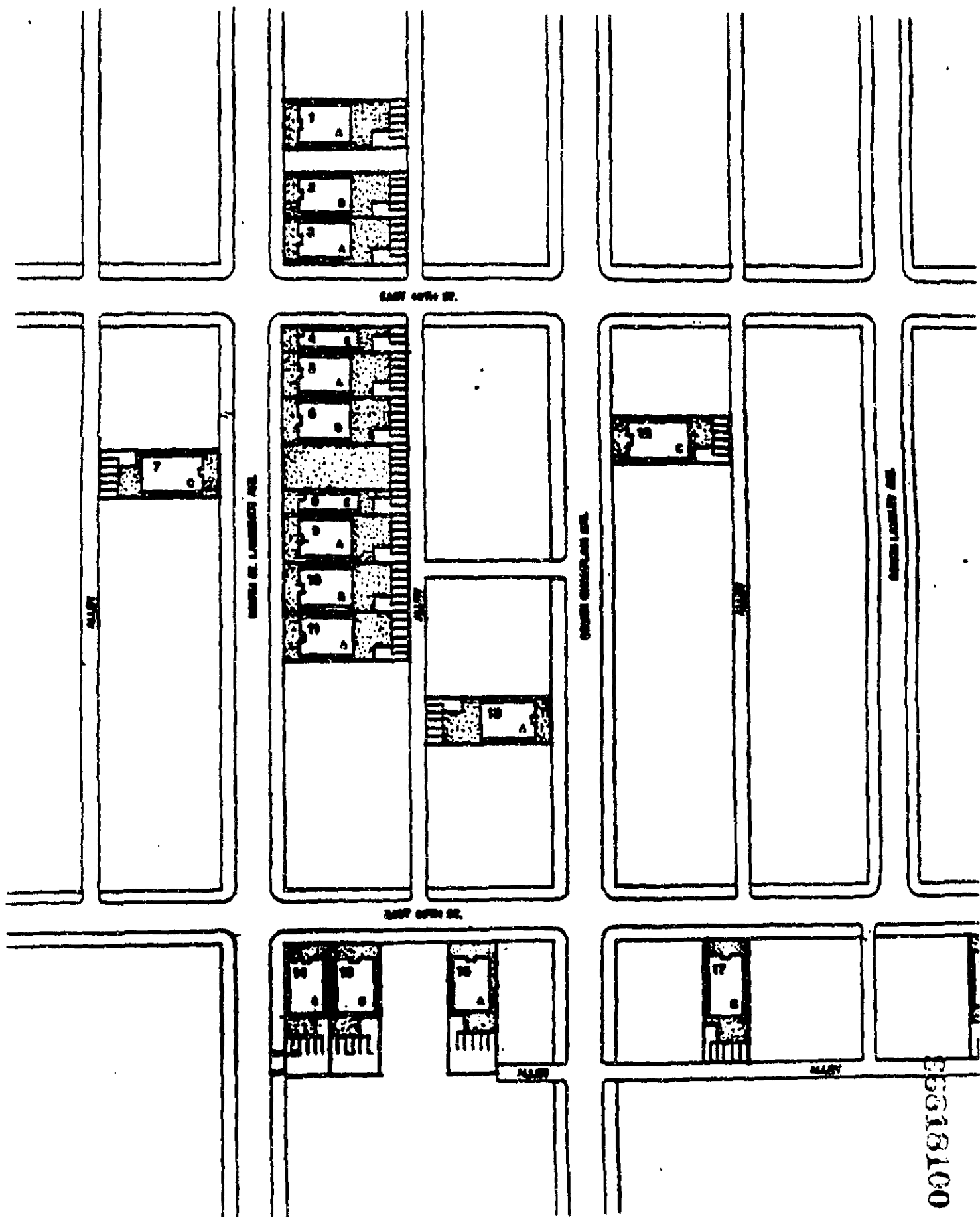
BLDG 17

LOTS 1 AND 2 IN MERILL'S SUBDIVISION OF LOT 4 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS IN THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BLDG 18

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C-1

See Attached

C-1-1

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CITY OF CHICAGO, DEPARTMENT OF HOUSING-REAL ESTATE ANALYSIS
PROJECT DESCRIPTION

Report date: 12-Jan-88

PROPERTY INFORMATION:

Developer:	TACH	Year/URL:	A/1988-89
Project Name:	Wilbur Square	Project:	M&U-ent
Address:	408 St. & St. Lawrence Ave.	Building Type:	3-story walk-ups
Zip Code:	60640		
Ward/Community Area:	4 / Grand Boulevard	Units:	100
Address:	Test Project 92	BRNED Package:	117,500
			117,500

SOURCES OF FUNDS:

Source	Amount	Percentage	Per Unit	Rate	Asset Pct.	Term	APR%
1st Mortgage	2,716,880	23.4%	27,168	8.87%	40	48	Fixed
1st Mortgage	1,634,880	8.9%	16,348	8.87%	20	20	
2nd Mortgage	2,482,220	21.5%	24,822	3.25%		48	
Other		0.0%	NA				
Equity-Syndicate:	MEF	8,347,137	68.1%	83,471			
Equity-Owner:	TACH	100	0.0%	1			
SOURCES OF FUNDS: TOTAL	11,681,780	100.0%	116,817				

* RATE, AMORT PER., & TERM ARE NOT USED ON 2ND, 3RD AND OTHER DEBT SVG CALCULATIONS

USES OF FUNDS:

Category	Amount	Percentage
ACQUISITION COSTS:		
Land/Building	22	0.0%
Other Expenses	4,878	0.0%
TOTAL ACQUISITION COSTS	4,900	0.0%
HARD COSTS:		
Site Work/Construction		0.0%
Relief/Construction	7,734,940	66.7%
General Requirements	488,430	4.0%
Contingency Overhead/Profit	882,340	7.3%
Other Hard Costs	88,190	0.8%
Contingency @ 3.87%	228,940	2.0%
TOTAL HARD COSTS	8,922,780	76.9%
SOFT COSTS:		
Professional Services:		
Architect		
Design	281,300	1.0%
Supervision	70,000	0.6%
Legal Fees	75,000	0.6%
Consultant		0.0%
Engineering	11,000	0.1%
Accounting	11,000	0.1%
Market Study	6,000	0.1%
Environmental Report	7,000	0.1%
Taxes and Insurance:		
Real Estate Tax Escrow		0.0%
Insurance Escrow		0.0%
Title & Recording	28,000	0.2%
Cont. Period Taxes	16,000	0.1%
Cont. Period Insurance	28,000	0.2%
Financing Costs:		
Loan Orig. Fees	168,300	1.0%
Tax Credit Fees	81,700	0.7%
Credit Enhancement	48,000	0.4%
Appraisal & Survey	38,000	0.3%
Construction Interest	223,000	1.9%
		0.0%
Marketing and Leasing	70,000	0.6%
Tenant Relocation (Temp)		0.0%
Other Soft Costs	48,000	0.4%
Contingency		0.0%
Developer's Fee	888,000	7.3%
Reserve	478,000	4.1%
TOTAL SOFT COSTS	2,347,000	20.1%
USES OF FUNDS: TOTAL	11,269,780	100.0%

ASSUMPTIONS:

Hard Cost Contingency	3.87%
Case 9 File application?	
Real Inflation Rate	4.80%
Expense Inflation Rate	4.80%
Residential Vacancy Rate	7.80%
Commercial Vacancy Rate	
Replacement Reserve	3.87%
Anticipated Loan Closing	SEP-88
Construction Period	480 days
Phase-Up Period	0 mos
Date of First Payment	
(2nd & 3rd Mortgage)	Nov-87
Adj. Mortgage Rate	
1st Adj. Period	1 year
Adjustment Rate	0.00%
Subseq. Adj. Period	1 year
Adjustment Rate Cap	0.00%

ANALYTICAL DATA:

Approved Value (including Incentives)	3,375,000
Total Loan-To-Value Ratio	122.88%
1st Mortgage Loan-To-Value Ratio	73.88%
Developer's Fee	8.88%
Per Square Ft Construction Cost	77
Per Unit Construction Cost	98,000
Per Unit Total Development Cost	115,800
Per Unit Operating Cost	3,000
1st 1st Yr (1988) Cash Flow Ratio	1.10

TAX CREDIT ANALYSIS:

Tax Credit Mechanism	MEF
Present? (Y/N)	Yes
Source of Credits	MEF
Net Equity Amount	8,347,137
Source of Equity	MEF
Pricing	0.57
Historic Tax Credit Amount	
Historic Tax Credit Equity	
Historic Pricing	

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EXHIBIT C-2

TIF-FUNDED COSTS

TIF-Funded Interest Costs

(see Section 4.02)

TIF-Funded Project Costs

An amount not to exceed \$825,000 in the aggregate (see Section 4.03) to be used to acquire parcels in the tax increment financing district which are blighted, fund demolition of structures on such parcels and to pay carrying costs associated therewith.

EXHIBIT D

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Dated this 15th day of November, 1986.

(Signed) Darlene Cowan
Assistant Secretary

[(Sub)Exhibit "A" referred to in this Community Development Commission Resolution 86-CDC-56 unavailable at time of printing.]

Exhibit "E":

49th Street/St. Lawrence Avenue

Tax Increment Financing

Redevelopment Project And Plan

City Of Chicago, Illinois.

Introduction

The City of Chicago (the "City") is recognized throughout the world as the urban center of America's heartland, serving as a focal point of commerce, industry, finance, culture and education. The City is known for its economic wealth and vitality as well as its diverse population, eclectic neighborhoods and rich cultural heritage.

The subject of this report is an approximately seventeen and three tenths (17.3) acre area located near the intersection of East 49th Street and South St. Lawrence Avenue, within the Grand Boulevard community area. Located approximately four (4) miles south of the City's "Loop", the Grand Boulevard community area reflects much of the culture and diversity for which the City is known.

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In spite of the expansion of the City to the south after the fire of 1874, the Grand Boulevard community area remained relatively sparsely populated until the outbreak of the First World War. As the population of the near south side began to swell with immigrants from the south seeking employment in war-time industries, development rapidly spilled over into the Grand Boulevard community area. The population of the Grand Boulevard community area increased throughout the first one-half of the twentieth century, peaking at nearly one hundred twenty thousand (120,000) in 1950. The population hovered near eighty thousand (80,000) persons in the 1950s and 1960s and dropped throughout the 1970s and 1980s. 1990 census data indicates that approximately thirty-six thousand (36,000) persons reside in the Grand Boulevard community area, less than one-third (1/3) of the 1950 population.

The loss of more than two-thirds (2/3) of the population in the area coupled with an aging housing stock, large numbers of converted dwelling units, over-crowded conditions and a lack of public and private investment took its toll on the Grand Boulevard community area. One sign of the decline of and lack of investment in the Grand Boulevard community area is the long-abandoned Francis E. Willard Elementary School (the "Willard School") at the southeast corner of East 49th Street and South St. Lawrence Avenue. The once grand school building, boarded up and vacant since its closure in 1978, deteriorated over time along with the housing stock of much of the surrounding neighborhood. In spite of numerous attempts to sell the Willard School, the dilapidated building remains in the hands of the City public school system and is a constant reminder of the deterioration of the area.

Although some new development and rehabilitation activity has occurred at major intersections on East 41st Street, East 47th Street and East 51st Street, virtually no new development or rehabilitation has occurred in many parts of the Grand Boulevard community area, including the area that is the subject of this report. In addition, much of the private activity within the Grand Boulevard community area has occurred only in conjunction with City assistance and financial support.

As part of a strategy to encourage managed growth and stimulate private investment in the maintenance and improvement of new and existing residential locations within a part of the Grand Boulevard community area, Trkla, Pettigrew, Allen & Payne, Inc. ("T.P.A.P.") was engaged to investigate whether an approximately seventeen and three-tenths (17.3) acre area qualifies for the use of tax increment financing ("T.I.F."). The area under investigation is centered around the block bordered by East 49th Street, South Champlain Avenue, East 50th Street, South St. Lawrence Avenue and the adjoining residential areas and is described in greater detail in Section LB., of the 49th Street/St. Lawrence Avenue Tax Increment Redevelopment Project Area.

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A. Tax Increment Financing.

In January, 1977, T.I.F. was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in the Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance "Project Costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current equalized assessed valuation ("E.A.V.") of real property within the Project Area over and above the "Certified Initial E.A.V." of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in Incremental Property Taxes. A decline in current E.A.V. does not result in a negative Incremental Property Tax.

To finance Project Costs, a municipality may issue obligations secured by estimated Incremental Property Taxes generated within the Project Area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues by increasing tax rates, it generates revenues by allowing the municipality to capture, temporarily, the new tax revenues generated by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. Under T.I.F., all taxing districts continue to receive property taxes levied on the initial valuation of properties within the Project Area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and expected redevelopment project expenditures necessary to implement the Redevelopment Plan. Taxing districts also benefit from the increased property tax base after Project Costs and obligations are paid.

B. The 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project Area.

The 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area") contains approximately seventeen and three tenths (17.3) acres and is focused around the block and adjoining residential uses bounded by East 49th Street on the north, South Champlain Avenue on the east, East 50th Street on the south and South St. Lawrence Avenue on the west. More specifically, the Project Area is

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bounded on the north by the north property lines of tax parcels 20-10-211-017 and 20-10-211-038; on the east by the alley east of properties fronting on South Champlain Avenue (north of East 50th Street) and the alley which parallels South Cottage Grove Avenue (south of East 50th Street); on the south by the alley south of properties fronting on East 50th Street and the rear property lines of properties fronting on East 50th Street; and on the west by the west property line of tax parcel 20-10-224-006 and the alley west of properties fronting on South St. Lawrence Avenue. For a legal description and map depicting the boundaries of the Project Area, see Section II, Legal Description.

In spite of existing plans and City programs which support the rehabilitation and improvement of existing residential areas, rehabilitation and new development has occurred only on a widely scattered basis in the areas outside the Project Area. The Project Area developed rapidly more than eighty (80) years ago on a parcel-by-parcel basis without the benefit of community planning guidelines and standards. Today, much of the Project Area is characterized by dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, parcels of inappropriate size and shape for contemporary development, tax delinquencies, large quantities of City-owned land, deleterious land-use and an overall depreciation of physical maintenance.

C. The 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project And Plan.

The Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area will be redeveloped on a comprehensive and coordinated basis in accordance with the comprehensive plan for development of the City as a whole without the use of T.I.F.. Currently, the Project Area is characterized by nine of the blighting factors - age, dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, deleterious land-use and layout, depreciation of physical maintenance and overall lack of community planning - defined in the Act.

The largest building in the Study Area is a large, dilapidated, abandoned school which has remained vacant since its closure in 1978 in spite of numerous attempts by the owner to interest the private sector in rehabilitating the building or redeveloping the site. In addition, sixteen percent (16%) of the tax parcels within the Project Area were forfeited for delinquent property taxes in each of the last three (3) tax years. Finally, nineteen percent (19%) of the tax parcels in the Project Area were owned by the City in 1993.

This 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. The Redevelopment Plan is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through the implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned development basis in order to ensure that private investment in rehabilitation and new development occurs:

1. on a coordinated rather than piecemeal basis to ensure that the land use, pedestrian access, vehicular circulation, parking, service and urban design systems are functionally integrated and meet present-day principles and standards;
2. on a reasonable, comprehensive and integrated basis to ensure that the factors of blight are eliminated;
3. within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City; and
4. with a reasonable mix of new development and rehabilitation which supports and takes advantage of labor, financial institutions and other resources or needs to be served within the community.

The Redevelopment Plan sets forth the overall Redevelopment Program to be undertaken to accomplish the above-stated goal. During the Redevelopment Program implementation, the City may, from time to time, (i) undertake or cause to be undertaken public improvements and activities and (ii) enter into redevelopment agreements with private entities to construct private improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

The Redevelopment Plan specifically describes the Project Area and sets forth the blighting factors which qualify the Project Area for designation as a blighted area as defined in the Act. Section II of the Redevelopment Plan contains the legal description and map depicting the boundaries of the Project Area.

Successful implementation of the Redevelopment Plan requires that the City utilize Incremental Property Taxes in accordance with the Act and work cooperatively with the private sector and local governmental agencies. Incremental Property Taxes will be exclusively utilized to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of T.I.F. will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the conditions of

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blight which have precluded its comprehensive and coordinated development by the private sector.

The use of Incremental Taxes by the City will permit the City to direct and coordinate public improvements and activities to stimulate private investments on a comprehensive basis. These improvements, activities and investments will benefit the City, its residents and all taxing districts having jurisdiction over the Project Area. The anticipated benefits include:

- a strengthened residential tax base for affected taxing agencies;
- elimination of problem conditions in the Project Area as well as general physical improvement and upgrading of properties; and
- increased opportunities for affordable housing within the City.

II.

Legal Description.

The boundaries of the Project Area have been carefully drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Program to be undertaken as part of this Redevelopment Plan. The boundaries are shown in Figure 1, Boundary Map, and legally described as follows:

That part of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning at the northeast corner of South Champlain Avenue and East 49th Street, being also the southwest corner of Lot 12 in Block 2 in the subdivision of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded October 27, 1887 as Document No. 887762; thence easterly along the north line of said East 49th Street to an intersection with the northerly extension of the east line of the north/south public alley in Block 2 in Washington Park Subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded December 18, 1888 as Document No. 1041472; thence southerly along the east line of the public alley in Block 2 in said Washington Park Subdivision and along said east line extended to the north line of East 50th Street, said last described point being also the southwest corner of Lot 13 in Block 2 in said Washington Park Subdivision; thence easterly along said north line of East 50th Street

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and said north line extended to an intersection with the northerly extension of the east line of the public alley lying west of and adjoining the west line of Lots 1 to 6 in Matthew Laflin's Subdivision according to the plat thereof recorded November 7, 1889 as Document No. 1181714 and correction thereto recorded March 11, 1890 as Document No. 1232696; thence southerly along the east line of said last described public alley and along said east line extended to an intersection with the easterly extension of the south line of the east/west public alley lying between East 50th Street and East 50th Place; thence westerly along the south line of said last described alley and along said south line extended to the east line of Lot 5 in Lavinia and Company's Subdivision of Garden and Cottage Lots according to the plat thereof recorded October 22, 1868 as Document No. 45505; thence northerly along said last described line to the south line of the north half of said Lot 5; thence westerly along the south line of the north half of Lots 5 and 6 in said Lavinia and Company's Subdivision of Garden and Cottage Lots to the southwest corner of Lot 4 in E.B. Woolf & Company's Subdivision according to the plat thereof recorded April 25, 1908 as Document No. 4183271; thence northerly along the west line of said Lot 4 to the northwest corner thereof, being a point on the south line of East 50th Street; thence westerly along the south line of East 50th Street to an intersection with the southerly extension of the west line of the north/south public alley lying between South St. Lawrence Avenue and South Forrestville Avenue in the block lying north of East 50th Street; thence northerly along the west line and said west line extended of said last described public alley to an intersection with the westerly extension of the north line of Lot 3 in Murray Wolbach's Subdivision according to the plat thereof recorded May 6, 1910 as Document No. 4556303; thence easterly along the north line of Lots 2 and 3 in said Murray Wolbach's Subdivision to the northeast corner of said Lot 2, being a point on the west line of South St. Lawrence Avenue; thence northerly along the west line of said South St. Lawrence Avenue to an intersection with the westerly extension of the north line of Lot 6 in Block 1 in the subdivision of the south half of the southwest quarter of the northeast quarter of the northeast quarter of Section 10, aforesaid, according to the plat thereof recorded October 27, 1887 as Document No. 887762; and thence easterly along the north line of said Lot 6 and along said north line extended to an intersection with the east line of South Champlain Avenue; thence southerly along said east line of South Champlain Avenue to the point of beginning, in the City of Chicago, Cook County, Illinois.

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III.

Blighted Area Conditions.

The Project Area includes "improved" areas as defined in the Act. The Project Area conditions documented in this section are based on surveys and analyses conducted for the City by T.P.A.P..

As set forth in the Act, "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial or residential buildings or improvements, because of a combination of five or more of the following factors - age, dilapidation, obsolescence, deterioration, illegal use of individual structures, presence of structures below minimum code standards, excessive vacancies, overcrowding of structures and community facilities, lack of ventilation, light or sanitary facilities, inadequate utilities, excessive land coverage, deleterious land use or layout, depreciation of physical maintenance, or lack of community planning - is detrimental to the public safety, health, morals or welfare.

While it may be concluded that the mere presence of the minimum number of the stated factors may be sufficient to make a finding of blight, the evaluation contained in this section has been made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. In addition, the distribution of blighting factors throughout the Project Area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of their proximity to areas which are blighted.

On the basis of this approach, the Project Area is eligible as a "blighted area" within the requirements of the Act. Of the fourteen (14) factors for "improved" blighted areas set forth in the Act, nine (9) are found to be present in the Project Area, seven (7) to a major extent and two (2) to a minor extent. These factors are reasonably distributed throughout the entire Project Area. The entire Project Area is impacted by and shows the presence of these blighting factors. Finally, the Project Area includes only real property and improvements substantially benefited by the Redevelopment Program and potential Redevelopment Projects.

The blighting factors described below and illustrated in Figure 2, Distribution of Blight Factors, are present in the Project Area. Additional documentation concerning the definition, application and extent of the blighting factors in the Project Area is contained in a report prepared by T.P.A.P. entitled "49th Street/St. Lawrence Avenue Tax Increment Redevelopment Project Eligibility Report".

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A. Blighting Factors.**1. Age.**

Age as a blighting factor presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures over a period of years. Since building deterioration and related structural problems can be a function of time, structures which are thirty-five (35) years or older typically exhibit more problems than more recently constructed buildings.

Age as a factor is present to a major extent. All forty-eight (48) buildings within the Project Area are thirty-five (35) years or older.

2. Dilapidation.

Dilapidation refers to an advanced state of disrepair of buildings and improvements.

Dilapidation as a factor is present to a major extent in two (2) blocks and to a limited extent in two (2) blocks. Of the total forty-eight (48) buildings in the Project Area five (5) (ten percent (10%)) are in a dilapidated (substandard) condition. Especially significant to the Project Area as a whole is the dilapidated Willard School, the largest building in the Project Area.

3. Obsolescence.

Obsolescence refers to when the physical utility of a structure or a property's inability to compete in the market place hinders its use.

Obsolescence of both physical and economic utility as a factor is present to a major extent in two (2) blocks and to a limited extent in five (5) blocks. Conditions contributing to this factor include obsolete buildings and obsolete platting. Obsolescence of buildings is especially prevalent in the commercial properties and the Willard School while obsolete platting is found throughout the entire Project Area.

4. Deterioration.

Deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

Deterioration as a factor is present to a major extent throughout the Project Area and includes the deterioration of structures, alleys and

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sidewalks. Of the forty-eight (48) buildings in the Project Area, twenty-four (24) are deteriorated to a minor extent, fourteen (14) are deteriorated to a major extent and five (5) are structurally substandard. Six (6) of the eight (8) blocks in the Project Area contain alleys in poor condition and deteriorated or deteriorating sidewalks are found in portions of all eight (8) blocks.

5. Structures Below Minimum Code Standards.

Structures below minimum code standards includes the presence of structures which do not meet the standards of subdivision, building, housing, property maintenance, fire or other governmental codes applicable to the property.

The existence of structures below minimum code standards as a factor is present to a major extent in four (4) blocks and to limited extent in two (2) blocks where a total of nineteen (19) buildings with advanced defects are below the City's code standards for buildings and property maintenance.

6. Excessive Vacancies.

Excessive vacancies refers to the presence of buildings or sites which are unoccupied or not utilized and which present adverse influences on the surrounding area because of the frequency or duration of vacancies.

Excessive vacancies as a factor is present to a major extent in all eight (8) of the blocks in the Project Area and includes vacant buildings, vacant space within buildings and vacant parcels. Of the forty-eight (48) buildings in the Project Area, eight (8) buildings, including the Willard School, are completely vacant and two (2) buildings are between twenty-five percent (25%) and fifty percent (50%) vacant. In addition, of the ninety-seven (97) tax parcels in the Project Area, approximately forty-seven (47) consist of vacant land, corresponding to twenty-eight point three percent (28.3%) of the land area within the Project Area.

7. Deleterious Land-Use Or Layout.

Deleterious land-use or layout includes all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed uses or uses which may be considered noxious, offensive or environmentally unsuitable.

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Delaterious land-use or layout as a factor is present to a major extent in three (3) blocks and to a limited extent in three (3) blocks. Conditions contributing to this factor include the existence of incompatible commercial uses in a residential area, parcels of limited size and width and parcels which front only on alleys.

8. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of buildings, parking areas and public improvements.

Depreciation of physical maintenance as a factor is present to a major extent in all blocks. Conditions contributing to this factor include deferred maintenance and a lack of maintenance of buildings, vacant areas and sections of alleys and sidewalks. Of the forty-eight (48) buildings in the Project Area, forty-three (43) suffer from deferred maintenance. In addition, alleys and sidewalks contain deteriorated, irregular and settled sections and show other signs of lack of maintenance.

9. Lack Of Community Planning.

Lack of community planning as a factor is present to a major extent throughout the Project Area. The Project Area developed rapidly more than eighty (80) years ago on a parcel-by-parcel basis without the benefit of community planning guidelines and standards. Conditions resulting from the lack of community planning include parcels of inadequate size and shape for contemporary development in accordance with current-day needs and standards.

The conditions summarized above are based upon surveys and analyses conducted by T.P.A.P.. The surveys and analysis conducted include:

1. Exterior surveys of the condition and use of the each building;
2. Analysis of existing uses and their relationships;
3. Site conditions survey of streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
4. Comparison of current land-use to current zoning ordinance and the current zoning maps;

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5. Comparison of exterior building conditions to property maintenance codes of the City;
6. Comparison of the Project Area's existing platting, building sizes and land-use layout with present-day platting, building and land-use layout standards;
7. Examination of real estate tax delinquency histories;
8. Analysis of building floor area and site coverage; and
9. Review of previously prepared plans, studies and data.

The Willard School is in a dilapidated condition. Current plans of the City call for demolition of the structure because of its unsafe condition. Although demolition may occur prior to City Council action on adoptive ordinances for the Redevelopment Project and Redevelopment Plan, basic eligibility of the Project Area for designation as a blighted area in accordance with the Act will not change since the Willard School immediately prior to becoming vacant qualified as a blighted improved area.

IV.

Goals And Policies.

Revitalization and redevelopment of the Project Area will enhance the City through environmental improvements, and increased tax base, additional employment opportunities, and an increase in the number and quality of affordable housing units. For revitalization and redevelopment to be successful, it is essential that investment in new public and private improvements and facilities be properly guided and coordinated.

The Act encourages the public and private sectors to work together to address and solve the problems associated with urban growth and development. The joint effort between the City and the private sector to redevelop all or portions of the Project Area will receive significant support from the financing methods made available by the Act.

This section presents the goals and policies adopted by the City for the Project Area. Section V of the Redevelopment Plan identifies specific redevelopment objectives, and describes the redevelopment activities the City intends to undertake to achieve the goals, policies and objectives contained in the Plan.

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A. Overall Goals.

The overall goal of the City is to revitalize and redevelop the Project Area in a comprehensive and coordinated manner in order to eliminate blight, restore economic vitality, and establish a high quality, affordable residential environment.

B. General Goals.

Consistent with the overall goal, the following general goals are a framework for guiding decisions during the implementation of this Redevelopment Plan.

1. To improve the quality of life within the Project Area by eliminating the influences and manifestations of physical and economic deterioration and obsolescence.
2. To create an environment which will contribute to the health, safety and general welfare of the City, and enhance the value of properties within and near the Project Area.
3. To promote sound economic development and expand the residential population in the Project Area.
4. To provide new investment and development which will increase the real estate tax base of the City and other taxing districts having jurisdiction over the Project Area.
5. To ensure that redevelopment occurs within a reasonable and defined time period so that the Project Area will contribute to the economic vitality of the City.

C. Development And Design Policies.

The following policies will be used by the City to guide and coordinate public and private improvements and developments within the Project Area, consistent with the goals and objectives stated in this Redevelopment Plan.

1. Encourage new affordable housing types that accommodate a diverse economic mix of residents.
2. Foster investment and modernization by providing for stable, secure and desirable residential environment.
3. Promote new development that complements nearby existing development in terms of size, scale, intensity and appearance.

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4. Reinforce the architectural and historical characteristics of the Project Area and the surrounding neighborhood.
5. Encourage the repair and rehabilitation of existing buildings in poor condition.
6. Promote the redevelopment of vacant parcels and properties.
7. Encourage the redevelopment or intensification of marginal and underutilized properties.
8. Promote the consolidation of parcels in order to achieve sufficient land mass to permit efficient building and site development.
9. Encourage the coordinated and efficient design of buildings, off-street parking areas and service facilities.
10. Provide an adequate supply of conveniently located parking spaces within the Project Area and provide that all parking areas are paved, striped, lighted, well-maintained, properly drained and adequately screened and buffered.
11. Undertake landscaping, lighting and signage improvements to upgrade the appearance of public rights-of-way within and adjacent to the Project Area.
12. Promote high standards of design for all buildings, rights-of-way and open spaces.

V.

Development Program.

This section presents the Redevelopment Program to be undertaken by the City and by private entities on behalf of the City as part of the Redevelopment Plan. The Redevelopment Program contained in this Redevelopment Plan and pursuant to the Act includes redevelopment objectives, a description of redevelopment improvements and activities, a general land-use plan, estimated Project Costs, a description of sources of funds to pay estimated Project Costs, a description of obligations that may be issued, identification of the most recent E.A.V. of properties in the Project Area, and an estimate of future E.A.V.. Figure 3, Redevelopment Program, illustrates the location of the public improvements and activities which may be undertaken by or on behalf of the City as part of the Redevelopment Plan.

In the event the City determines that implementation of certain public improvements or activities is not feasible, the scope of this Redevelopment Plan may be altered.

A. Redevelopment Objectives.

Listed below are objectives of this Redevelopment Plan which guide planning decisions to achieve the goals and objectives contained in this Redevelopment Plan.

1. Reduce or eliminate those conditions which qualify the Project Area as a blighted area. Section III, Blighted Area Conditions, describes these conditions.
2. Encourage a high quality appearance of buildings, rights-of-way, and open spaces and encourage high standards of design.
3. Strengthen the economic well-being of the Project Area and the City by increasing taxable values and affordable housing opportunities.
4. Assemble land into parcels of sufficient shape and size for disposition and redevelopment in accordance with the Redevelopment Plan and contemporary development needs and standards.
5. Create an environment which stimulates private investment in new construction and rehabilitation.
6. Provide needed improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such facilities.
7. Provide opportunities for women and minority businesses to share in the redevelopment of the Project Area.

B. Redevelopment Improvements And Activities.

The City proposes to achieve its redevelopment goals and objectives for the Project Area through public financing techniques including, but not limited to, tax increment financing, and by utilizing such financing techniques to undertake some or all of the following activities and improvements:

1. Analysis, Administration, Studies, Surveys, Legal, Et Cetera.

The City may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various

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analyses, studies, surveys, administration or legal services to establish, implement and manage the Redevelopment Plan.

2. **Property Assembly.**

The City, or an agent for the City, may acquire and assemble land for the purpose of redevelopment. Vacant or underutilized property may be acquired by purchase, exchange or long-term lease by private developers or the City for the purpose of new development.

3. **Site Preparation.**

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities may include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

4. **Building Rehabilitation.**

The City will encourage the rehabilitation of buildings that are basically sound. The City Department of Housing will work with eligible, existing property owners to access low interest loans or grant funds for rehabilitation.

5. **Infrastructure Improvements.**

The City may provide public works and infrastructure improvements and facilities that are necessary to service the Project Area in accordance with the Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) **Streets, Sidewalks, Alleys, Utilities.**

It is anticipated that public infrastructure improvements may be necessary to adequately serve the Project Area and potential new development.

b) **Landscaping.**

Landscape/buffer improvements, street lighting and general beautification improvements may be provided.

6. **Job Training.**

Programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Project Area may be implemented.

7. **Relocation.**

Active businesses and other occupants that are displaced by the public acquisition of property may be relocated and may be provided with assistance payments and advisory services.

8. **Redevelopment Agreement.**

The City may enter into redevelopment agreements with private entities for the furtherance of this Redevelopment Plan. Such redevelopment agreements may be for the assemblage of land, rehabilitation of buildings, construction of improvements or facilities, the provision of services or any other lawful purpose. Redevelopment agreements may contain terms and provisions which are more specific than the controls which guide this Redevelopment Plan.

C. General Land-Use Plan.

The Redevelopment Plan and the development program described herein conform to the land-use development policies and standards for the City as set forth in previous studies for the area and uses approved by the Plan Commission of the City.

Figure 4, Land-Use Plan, identifies the land-use to be in effect upon adoption of this Redevelopment Plan. The location of all major thoroughfares and major street rights-of-way are subject to change and modification. The primary land use category within the Project Area is General Residential. The land use and its permitted uses include those described and listed below:

1. General Residential.

- a) dwellings, one-family, two-family, and multiple-family attached or detached including housing for elderly persons;
- b) churches, rectories and parish houses;
- c) parks and playgrounds, publicly-owned and operated;
- d) similar and compatible uses as permitted under the City Zoning Ordinance.

D. Redevelopment Project Costs.

Reviewed below are the redevelopment expenditures which are eligible for direct payment or reimbursement under the Act. Following this review is a list of estimated Project Costs which are deemed to be necessary to implement this Redevelopment Plan.

1. Eligible Redevelopment Project Costs.

Redevelopment Project Costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) costs of studies, surveys, development of plans and specifications, implementation and administration of the Redevelopment Plan including but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial planning or other services, provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- c) costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures;
- d) costs of the construction of public works or improvements;

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- e) costs of job training and retraining projects;
- f) financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding thirty-six (36) months following completion and including reasonable reserves related thereto;
- g) all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project to the extent the municipality by written agreement accepts and approves such costs;
- h) relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
- i) payment in lieu of taxes as defined in the Act;
- j) costs of job training, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1

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of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;

- k) interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
1. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 2. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 4. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total- (i) costs paid or incurred by the redeveloper for such redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.

2. Estimated Project Costs.

A range of redevelopment activities and improvements will be required to implement the Redevelopment Plan. The activities and improvements and their estimated costs (1995 dollars) are summarized below and shown in Table 1, Estimated Project Costs. To the extent that municipal obligations have been issued to pay for such Project Costs prior to, and in anticipation of, the adoption of T.I.F., the City shall be reimbursed from Incremental Property Taxes for such Project Costs. The total Project Costs estimated below are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

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The estimate of Project Costs listed below excludes financing costs, including any interest expense or subsidy, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to the Project Costs listed below. The issuance of municipal obligations to fund any or all of the following estimated costs is predicated upon a feasibility report indicating sufficient Incremental Taxes are estimated to be available at times and in amounts sufficient to secure the proposed debt service.

a) Planning, Legal, Administrative And Other Fees.

This includes expenditures for survey and study costs, legal services, administrative services, and other professional and service fees associated with implementing the Redevelopment Plan and providing a secure environment for private investment in accordance to the Act.

Estimated Cost: \$150,000

b) Property Assembly.

This expenditure provides for property acquisition for Redevelopment Projects and the provision of public improvements.

Estimated Cost: \$440,000

c) Site Preparation.

This expenditure provides for property site preparation and demolition for Redevelopment Projects and the provision of public improvements.

Estimated Cost: \$400,000

d) Building Rehabilitation.

This expenditure provides for the rehabilitation, reconstruction, repair or remodeling of existing residential buildings.

Estimated Cost: \$400,000

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e) Infrastructure Improvements.

This expenditure provides for the construction or extension of water mains and sewer improvements, the construction or improvement of landscaping and buffers, streetscapes, street lighting and general beautification improvements; and the construction or improvement of public parks and open space.

Estimated Cost: \$300,000

f) Job Training.

This expenditure provides for the cost of job training and retraining projects.

Estimated Cost: \$ 150,000

g) Relocation.

This expenditure provides for the cost of relocation.

Estimated Cost: \$ 150,000

h) Developer's Interest Subsidy

Under the Act, up to thirty percent (30%) of Total Project Costs (excluding property assembly and relocation costs incurred by a municipality) may be provided to any or all developers as interest subsidy. Such payments may not, in any one (1) year, exceed thirty percent (30%) of the redeveloper's interest costs.

Estimated Cost: \$ 2,235,000

The gross Project Cost is estimated at: \$ 4,225,000

Table 1.

Estimated Project Cost.

Planning, Legal, Administration and Other Fees \$ 150,000

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Property Assembly	\$ 440,000
Site Preparation	400,000
Building Rehabilitation	400,000
Infrastructure Improvements	300,000
Job Training	150,000
Relocation	150,000
Developer's Interest Subsidy	2,235,000
TOTAL ESTIMATED PROJECT COST:	\$4,225,000(1)

E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for Project Costs and secure municipal obligations issued for such costs are to be derived partially from Incremental Taxes. Other sources of funds which may be used to pay for Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the municipality may deem appropriate. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than state sales tax increment revenues, received under the

(1) Total Estimated Project Cost excludes financing costs, including any interest expense or subsidy, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Estimated Project Costs. The issuance of municipal obligations to fund any or all estimated Project Costs is predicated upon a feasibility report indicating sufficient Incremental Taxes are estimated to be available at times and in amounts sufficient to secure the proposed debt service. The Total Project Cost is intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

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Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

F. Issuance Of Obligations.

The City may issue obligations secured by Incremental Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Project Area and Redevelopment Plan, such ultimate retirement date occurring in the year 2018. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be of a parity or senior/junior lien nature.

In addition to paying Project Costs, Incremental Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds and any other lawful purpose. To the extent that Incremental Property Taxes are not needed for these purposes, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

G. Valuation Of The Project Area.

1. Most Recent Equalized Assessed Valuation Of Properties In The Project Area.

The most recent E.A.V. of all taxable parcels in the Project Area is estimated to total Seven Hundred Eighty-eight Thousand Seven Hundred Thirty-seven Dollars (\$788,737). This E.A.V. is based on proposed (Assessor final) 1994 assessed valuations and the 1994 Cook County State Equalization Factor of 2.1135 and is subject to verification by the County Clerk. After verification, the final figure shall be certified by the County Clerk of Cook County, Illinois. This certified amount shall become the Certified Initial E.A.V. from which all Incremental Property Taxes will be calculated by the County. The preliminary 1994 E.A.V. of the

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Project Area is summarized by tax block in Table 2, Preliminary 1994 E.A.V. by Tax Block.

Table 2.

Preliminary 1994 E.A.V. By Tax Block.

49th Street/St. Lawrence Avenue

Redevelopment Project Area.

Block	1994 E.A.V.
Block 210	\$ 43,557
Block 211	38,775
Block 218	98,030
Block 219	186,952
Block 220	208,851
Block 224	8,588
Block 225	86,645
Block 226	119,559
TOTAL:	\$ 788,737

This figure is based on proposed (Assessor final) 1994 Assessed Values and the 1994 Cook County State Equalization Factor and is subject to final verification. After verification, the figure shall be certified by the County Clerk of Cook County, Illinois.

2. Anticipated Equalized Assessed Valuation.

By the year 1999 (Collection Year 2000) and following the completion of all potential Redevelopment Projects, the E.A.V. of

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the Project Area is estimated to total Two Million Seven Hundred Twenty-seven Thousand Seven Hundred Six Dollars (\$2,727,706). This estimate is based on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) the E.A.V. of existing development and new development will inflate at the rate of three percent (3%) per annum; 3) one hundred (100) rental units will be constructed with an E.A.V. of Twelve Thousand Five Hundred Dollars (\$12,500) per unit; 4) twenty-five (25) two-flats will be constructed with an E.A.V. of Thirty Thousand Five Hundred Dollars (\$30,500) per two-flat; 5) the five (5) year average state equalization factor of 2.0782 is used in all years to calculate estimated E.A.V..

VI.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described in Section III of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area.

The Project Area on the whole has not been subject to growth and development through investment by private enterprise. Blighting factors within the Project Area are widespread and represent major impediments to sound growth and development. The lack of private investment is evidenced by the following:

- Improved areas characterized by age, dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, deleterious land-use and layout, depreciation of physical maintenance and an overall lack of community planning.
- A large dilapidated, abandoned school building which has remained vacant since its closure in 1978 in spite of numerous attempts by the owner to interest the private sector in rehabilitating the building or redeveloping the site.
- Tax parcels which have been forfeited or sold at tax sale due to non-payment of property taxes. Sixteen percent (16%) of tax parcels within the Project Area were forfeited for delinquent property taxes in each of the last three (3) tax years.

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— Large quantities of land owned by the City. In the Project Area eighteen point five percent (18.5%) of the tax parcels were owned by the City in tax year 1993.

It is clear that private investment and redevelopment has not occurred on a comprehensive and coordinated manner to eliminate the blighting influences that currently exist within the Project Area and much of the Grand Boulevard community area. The new development and rehabilitation that has occurred within other parts of the Grand Boulevard community area has arisen primarily from active efforts by the City to facilitate and fund the process and Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Plan, and the adoption of T.I.F..

VII.

Financial Impact.

Without the adoption of this Redevelopment Plan and T.I.F., the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives there is a prospect that blighted conditions will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings and sites. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Redevelopment Plan describes the comprehensive Redevelopment Program proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Program will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various Redevelopment Improvements and Activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate deteriorating problem conditions and to return the area to a long-term sound condition.

The Redevelopment Program is expected to have both short- and long-term positive financial impacts on the taxing districts affected by the Redevelopment Plan. In the short-term, the City's strategic use of T.I.F. can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term,

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after the completion of all Redevelopment Improvements and Activities, Redevelopment Projects and the payment of all Project Costs and municipal obligations, the taxing districts will benefit from an enhanced tax base which results from the increase in E.A.V. caused by the Redevelopment Projects.

VIII.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County.

The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District.

The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago.

The district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508.

The district is a unit of the State of Illinois' system of public community colleges whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

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Board Of Education.

General responsibilities of the Board of Education include the provision, maintenance and operation of educational facilities and the provision of educational services for kindergarten through twelfth grade.

Chicago Park District Education.

The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs.

Chicago School Finance Authority.

The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City Of Chicago.

The City is responsible for the provision of the full range of municipal services typically associated with large, mature cities, including the following: police and fire protection; capital improvements and maintenance; water production and distribution; sanitation service; building, housing and zoning codes; et cetera.

In addition to the major taxing districts summarized above, the City of Chicago Library Fund has taxing jurisdiction over the Project Area. The City of Chicago Library Fund (formerly a separate taxing district from the City) no longer extends taxing levies but continues to exist for the purpose of receiving delinquent taxes.

New residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, Chicago Park District, and City of Chicago. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Metropolitan Water Reclamation District of Greater Chicago (the "W.R.D."). It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing treatment facilities maintained and operated by the W.R.D..

The increase in the City population and in the number of school age children resulting from the Redevelopment Projects is not known at this time and will depend on the type of residential development (i.e., single-

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family, two-family, apartment, et cetera) and the number of bedrooms within each unit. As a result, it is not possible at this time to accurately predict the increased level of demand for services or capital improvements to be provided by any taxing district listed above. Although an increase in demand for school services is anticipated, existing schools serving the Project Area have adequate classroom capacity to serve additional school age children.

IX.

*Conformity Of The Redevelopment Plan To The Plans For
Development Of The City Of Chicago As A Whole
And Uses That Have Been Approved By
The Plan Commission Of The City.*

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City as a whole and uses approved by the Plan Commission of the City. Further, the Redevelopment Plan and the Redevelopment Project are consistent with, and are established pursuant to the implementation of, general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City, including, among others, the following:

1. The Mid-South Strategic Development Plan of 1993; and
2. City of Chicago 1995 Consolidated Plan.

X.

Phasing And Scheduling.

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Taxes by the City.

XI.***Provisions For Amending The Redevelopment Plan.***

This Redevelopment Plan may be amended pursuant to the Act.

XII.***Affirmative Action Plan.***

The City is committed to and will affirmatively implement the following principles with respect to the Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions with respect to the Redevelopment Plan, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B) This commitment to affirmative actions will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Redevelopment Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

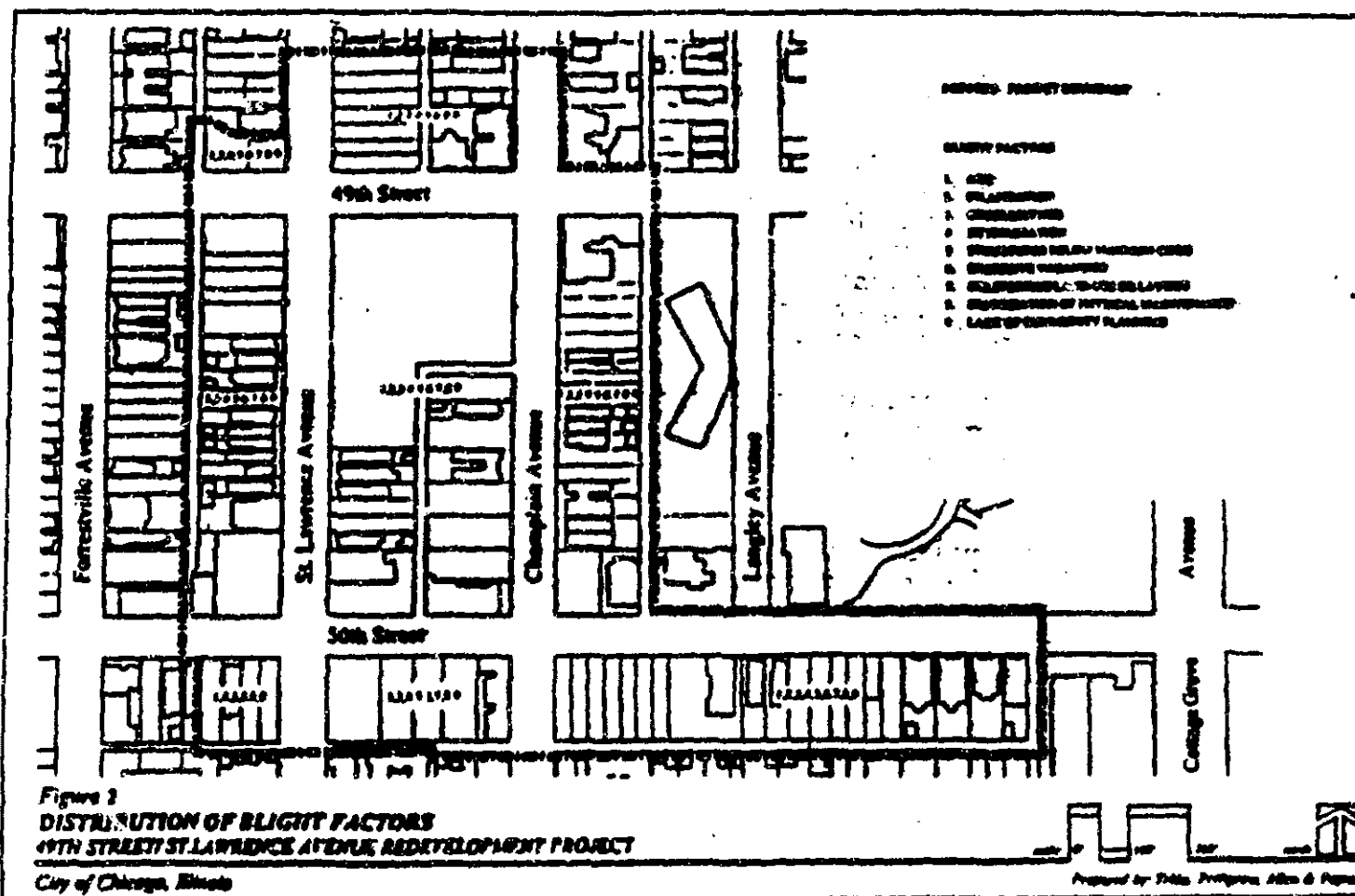
(Figure F referred to in this 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project and Plan constitutes Exhibit "C" to the ordinance and printed on page 14431 of this Journal.)

(Figures 2, 3 and 4 referred to in this 49th Street/St. Lawrence Avenue Tax Increment Financing Redevelopment Project and Plan printed on pages 14400 through 14402 of this Journal.)

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Figure 2.
(To 49th Street/St. Lawrence Avenue Tax Increment
Financing Redevelopment Project And Plan)

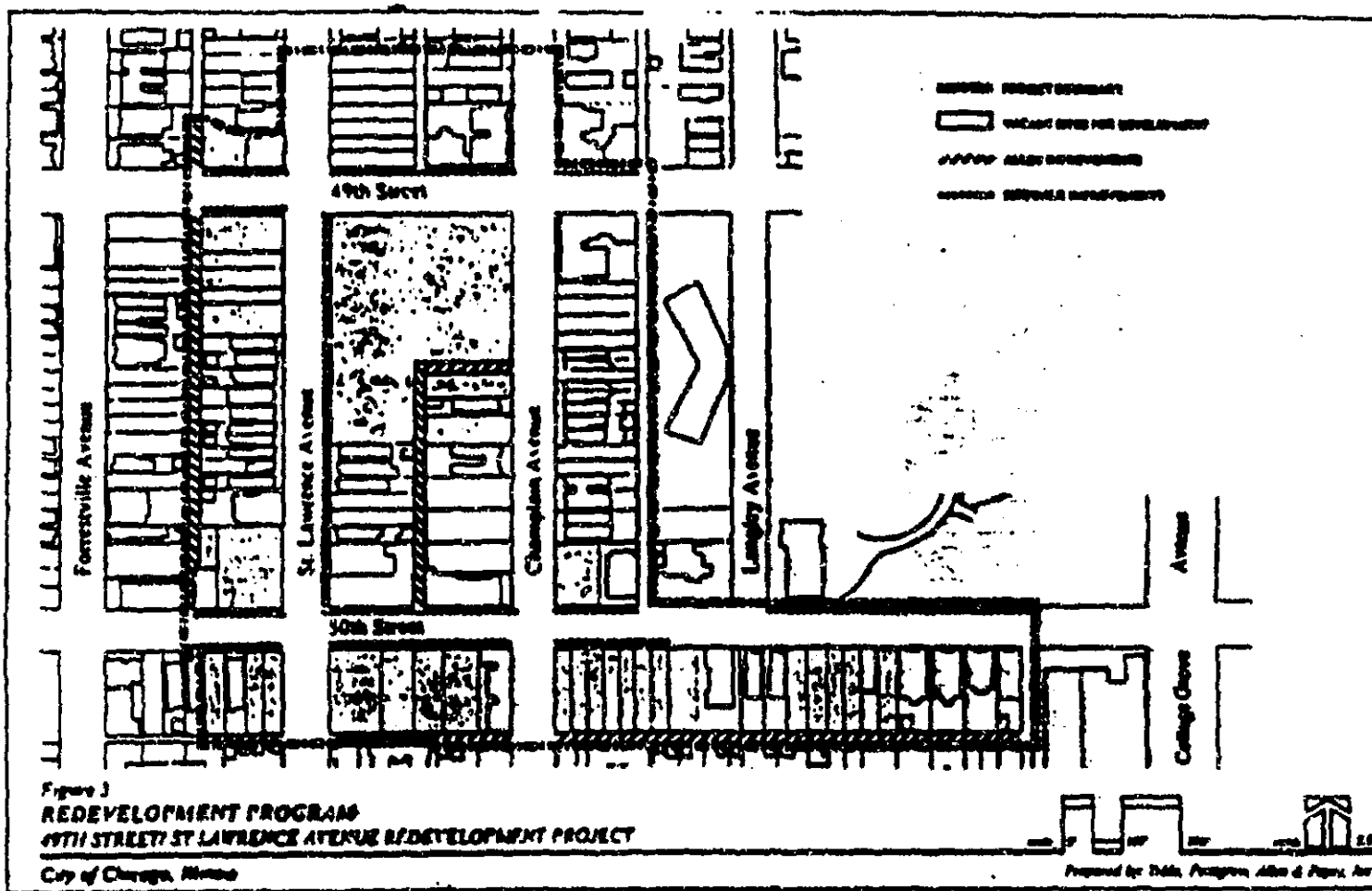
Distribution Of Blight Factors.



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Figure 3.
(To 49th Street/St. Lawrence Avenue Tax Increment
Financing Redevelopment Project And Plan)

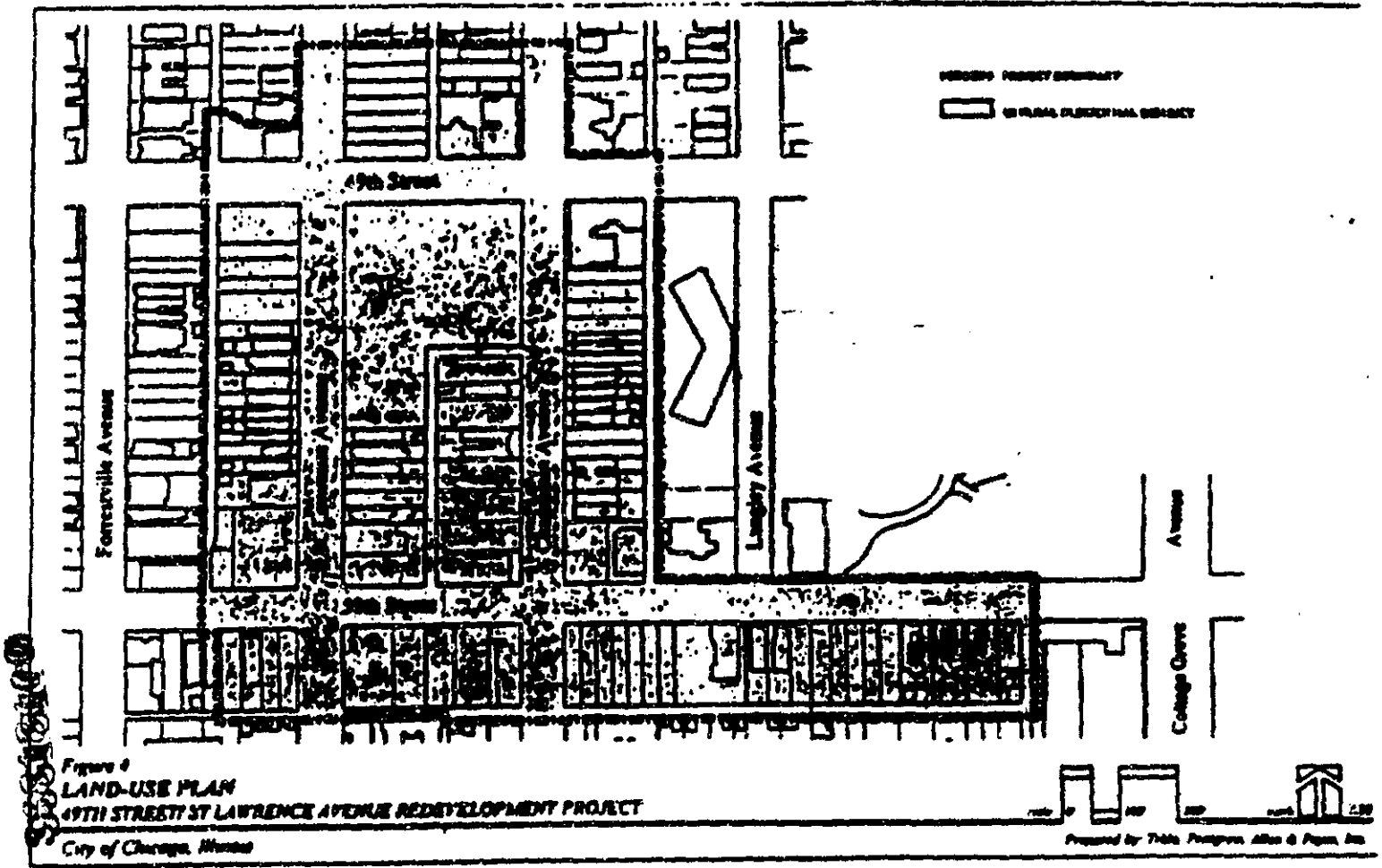
Redevelopment Program.



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Figure 4.
(To 49th Street/St. Lawrence Avenue Tax Increment
Financing Redevelopment Project And Plan)

Land-Use Plan



0-1-1-3
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EXHIBIT E-1

ARCHITECT'S OPENING CERTIFICATE

Date: _____

The undersigned, _____ ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated as of July 1, 1996, by and between the City and Willard Square Limited Partnership ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. Architect has prepared the Plans and Specifications, to the best of the Architect's professional knowledge, the same are, and the Project will be when completed in accordance therewith, in full compliance with all applicable building, zoning and other laws, statutes, codes, regulations and ordinances (collectively, "Laws"), including, without limitation, all applicable pollution control and environment protection regulations.
3. The Project, when completed in accordance with the Plans and Specifications, will not encroach upon any recorded or visible easement in effect with respect to the Property.
4. The Plans and Specifications are complete in all respects and were prepared in accordance with accepted architectural practices, containing all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for occupancy.
5. In the aggregate, the construction contract and the existing subcontracts contain all detail necessary to provide for all labor, material and equipment required by the Plans and Specifications.
6. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate or, if not so obtained, the Architect has no reason to believe same will not be obtained as and when so required. Such permits and other necessary governmental approvals are described in Exhibit 1 attached to this Certificate.
7. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

Adequate ingress and egress to the Project over public streets and rights of way will be available during the period of construction of the Project and thereafter.

8. All existing foundation and subsurface work conforms to the Plans and Specifications and all portions of the Project consisting of the subsurface work has been completed.

9. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.

10. The Architect has executed and delivered to the City the Statement of Compliance in the form attached hereto as Exhibit 2.

ARCHITECT:

By: _____

Its: _____

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EXHIBIT E-2

ARCHITECT'S COMPLETION CERTIFICATE

Date: _____

The undersigned, _____ ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated as of July 1, 1996, by and between the City and Willard Square Limited Partnership ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.
2. The construction of the Project has been "substantially completed" as of the date of this Certificate in accordance with the approved Plans and Specifications. For purposes hereof, the Project being "substantially completed" means that the Project is usable in its present condition for its intended purpose. The Architect's determination of the total cost to complete the construction of such portion of the Project as may be unfinished is \$_____.
3. Neither the Property nor the construction of the Project violates or will violate any existing applicable zoning, building, environmental protection or other statutes, ordinances, laws or regulations (collectively, "Laws").
4. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate. Such permits and other necessary governmental approvals are described in Exhibit 1 attached to this Certificate.
5. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

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6. This Certificate is made with the intent that it may be relied upon by the City as a condition to payment under the Redevelopment Agreement.

ARCHITECT:

By: _____

Its: _____

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EXHIBIT F-1

REQUISITION FORM FOR TIF-FUNDED INTEREST COSTS

The undersigned, _____ [Name] _____, _____ [Title] _____ of Prairie Mortgage Company, an Illinois corporation (the "First Mortgagee"), does hereby certify to the City of Chicago, Illinois (the "City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated as of July 1, 1996, by and between the City and Willard Square Limited Partnership ("Developer")):

1. That the Developer has incurred, accrued and/or paid the following parties for the listed items, each of which constitutes interest related to the construction of the Project:

- A. First Mortgage \$ _____
- B. City Department of Housing \$ _____

2. That none of the items listed in paragraph 1, above, has been the subject of any other requisition for payment;

3. That including the payment requested hereunder, the payments from the City during this year for interest costs do not exceed 30 percent of the interest costs incurred by the Developer with regard to Project during this year [, plus accruals];

4. That including the payment requested hereunder, the total of interest payments to date from the City does not exceed 30 percent of the total Project Costs actually incurred by the Developer;

5. That the remaining balance of the TIF-Funded Interest Costs which are eligible for reimbursement under the Redevelopment Agreement taking this requisition into account are as follows:

<u>Maximum Amount</u>	<u>Prior Requisition</u>	<u>Year _____ Requisition</u>	<u>Amount Accrued and Unpaid from _____ Year _____</u>	<u>Remaining Balance</u>
\$2,180,000	\$ _____	\$ _____	\$ _____	\$ _____

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6. That attached as Exhibit 1 are true and correct copies of monthly invoices for the HUD Insured Loan sent to the Developer by the First Mortgage.

7. That attached as Exhibit 2 is a true and correct statement of interest accrued to date on the City Loan based on the Developer's most recent Financial Statements.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, _____.

PRAIRIE MORTGAGE COMPANY,
an Illinois corporation

By: _____

Its: _____

cc: Willard Square
Limited Partnership

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EXHIBIT F-2

REQUISITION FORM FOR TIF-FUNDED PROJECT COSTS

The undersigned, _____ [Name] _____, _____ [Title] _____ Willard Square Limited Partnership (the "Developer"), does hereby certify to the City of Chicago, Illinois (the "City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated as of July 1, 1996, by and between the City and the Developer):

1. That the Developer has incurred, accrued and paid the following parties for the listed items, each of which constitutes a TIF-Funded Project Cost:

<u>Party to Whom Payment Was Made</u>	<u>Description</u>	<u>Amount</u>
---	--------------------	---------------

2. That none of the items listed in paragraph 1, above, has been the subject of any other requisition for payment;

3. That the following is a true and complete statement of all TIF-Funded Project Costs paid by the Developer to date:

[Description] \$ _____

Total \$ _____

4. That the following is a true and complete statement of all TIF-Funded Project Costs reimbursed by the City to date:

[Description] \$ _____

Total \$ _____

5. That the Developer requests reimbursement for the following TIF-Funded Project Costs incurred by Developer for the period _____ to _____ (not to exceed \$650,000 in the aggregate):

[Description]	\$ _____
Total	\$ _____

6. That attached as Exhibit 1 are true and correct copies of itemized invoices evidencing the expenditure of the TIF-Funded Project Costs;

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, _____.

WILLARD SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: TACH WILLARD SQUARE DEVELOPMENT CORPORATION, an Illinois Not-For-Profit Corporation

Its: General Partner

By: _____

Its: _____

Agreed and accepted:

Name
Title
Department of Housing

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SCHEDULE OF MAXIMUM ANNUAL INTEREST REIMBURSEMENT

			INTEREST ACCRUALS		TOTAL INTEREST	INTEREST SUBSIDY
			PMC/FHA	DOH		
CONSTRUCTION START		06/01/96				
CONSTRUCTION COMPLETION		10/01/97				
CUT-OFF DATE (1)		12/01/97	223,876.00 (2)	65,422.00 (3)	289,298.00	86,789.40
INTEREST ONLY	01/01/98 thru	02/01/98	49,750.17	12,461.12	62,211.29	18,663.39
AMORTIZATION (4)	03/01/98 thru	12/01/98	247,987.57	74,766.69	322,754.26	96,826.28
	01/01/99 thru	12/01/99	295,252.56	74,766.69	370,019.25	111,005.78
	01/01/2000 thru	12/01/2000	292,534.37	74,766.69	367,301.06	110,190.32
	01/01/2001 thru	12/01/2001	289,819.74	74,766.69	364,586.43	109,315.93
	01/01/2002 thru	12/01/2002	286,494.35	74,766.69	361,261.04	108,378.31
	01/01/2003 thru	12/01/2003	283,143.08	74,766.69	357,909.77	107,372.93
	01/01/2004 thru	11/30/2004	279,549.55	74,766.69	354,316.24	106,294.87
	01/01/2005 thru	12/01/2005	275,696.20	74,766.69	350,462.89	105,136.87
	01/01/2006 thru	12/01/2006	271,564.33	74,766.69	346,331.02	103,899.31
	01/01/2007 thru	12/01/2007	267,133.73	74,766.69	341,900.42	102,570.13
	01/01/2008 thru	12/01/2008	262,362.88	74,766.69	337,149.57	101,144.87
	01/01/2009 thru	12/01/2009	257,288.57	74,766.69	332,055.26	99,616.58
	01/01/2010 thru	12/01/2010	251,825.99	74,766.69	326,592.68	97,977.60
	01/01/2011 thru	12/01/2011	245,968.54	74,766.69	320,735.23	96,220.57
	01/01/2012 thru	11/30/2012	239,687.82	74,766.69	314,454.51	94,336.29
	01/01/2013 thru	12/01/2013	232,962.66	74,766.69	307,719.35	92,315.81
	01/01/2014 thru	12/01/2014	225,730.85	74,766.69	300,497.54	90,149.26
	01/01/2015 thru	12/01/2015	217,986.94	74,766.69	292,753.63	87,826.09
	01/01/2016 thru	12/01/2016	209,683.26	74,766.69	284,449.95	85,334.99
	01/01/2017 thru	12/01/2017	200,779.28	74,766.69	275,545.97	82,663.79
	01/01/2018 thru	12/01/2018	191,231.67	74,766.69	265,998.36	79,799.51
	01/01/2019		15,483.72	6,230.56	21,714.28	6,514.28
		TOTALS	5,613,603.63	1,654,214.17	7,267,817.80	2,180,345.36

(1) Assume fully disbursed

(2) Amount of Capitalized Interest

(3) DOH loan assumed evenly disbursed over 16 months

(4) The first requisition would include interest incurred thru construction

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EXHIBIT C

See Attached

EXHIBIT H

See Attached

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EXHIBIT B

49TH STREET / ST. LAWRENCE AVE. TIF

YEAR	MINIMUM ASS. VALUE	ESTIMATED MULTIPLIER	MINIMUM EAV	BASE EAV	INCREMENTAL EAV	ESTIMATED TAX RATE	PROPERTY TAX REVENUE
1995	\$379,529	2.0782	\$788,737	\$788,737	\$0	9.686%	\$0
1996	\$379,529	2.0782	\$788,737	\$788,737	\$0	9.686%	\$0
1997	\$823,534	2.0782	\$1,711,469	\$788,737	\$922,732	9.686%	\$0
1998	\$1,232,348	2.0782	\$2,581,065	\$788,737	\$1,772,328	9.686%	\$89,378
1999	\$1,312,533	2.0782	\$2,727,706	\$788,737	\$1,938,969	9.686%	\$171,688
2000	\$1,492,119	2.0782	\$3,100,922	\$788,737	\$2,312,185	9.686%	\$187,809
2001	\$1,572,304	2.0782	\$3,267,563	\$788,737	\$2,478,826	9.686%	\$223,958
2002	\$1,572,304	2.0782	\$3,267,563	\$788,737	\$2,478,826	9.686%	\$240,099
2003	\$1,718,099	2.0782	\$3,570,554	\$788,737	\$2,781,817	9.686%	\$240,099
2004	\$1,718,099	2.0782	\$3,570,554	\$788,737	\$2,781,817	9.686%	\$269,447
2005	\$1,718,099	2.0782	\$3,570,554	\$788,737	\$2,781,817	9.686%	\$269,447
2006	\$1,877,414	2.0782	\$3,901,641	\$788,737	\$3,112,904	9.686%	\$289,447
2007	\$1,877,414	2.0782	\$3,901,641	\$788,737	\$3,112,904	9.686%	\$301,516
2008	\$1,877,414	2.0782	\$3,901,641	\$788,737	\$3,112,904	9.686%	\$301,516
2009	\$2,051,501	2.0782	\$4,263,429	\$788,737	\$3,474,692	9.686%	\$301,516
2010	\$2,051,501	2.0782	\$4,263,429	\$788,737	\$3,474,692	9.686%	\$336,559
2011	\$2,051,501	2.0782	\$4,263,429	\$788,737	\$3,474,692	9.686%	\$336,559
2012	\$2,241,730	2.0782	\$4,658,764	\$788,737	\$3,870,027	9.686%	\$336,559
2013	\$2,241,730	2.0782	\$4,658,764	\$788,737	\$3,870,027	9.686%	\$374,851
2014	\$2,241,730	2.0782	\$4,658,764	\$788,737	\$3,870,027	9.686%	\$374,851
2015	\$2,449,599	2.0782	\$5,090,757	\$788,737	\$4,302,020	9.686%	\$374,851
2016	\$2,449,599	2.0782	\$5,090,757	\$788,737	\$4,302,020	9.686%	\$416,694
2017	\$2,449,599	2.0782	\$5,090,757	\$788,737	\$4,302,020	9.686%	\$416,694

\$5,833,512

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INITIAL EQUALIZED ASSESSED VALUATION

I, DAVID D. ORR, do hereby certify that I am the duly qualified and acting Clerk of the County of Cook in the State of Illinois. As such Clerk and pursuant to Section 11-74.4-9 of the Real Property Tax Increment Allocation Redevelopment Act (Illinois Revised Statutes, Chap. 24) I do further:

CERTIFY THAT on February 21, 1996 I received certified copies of the following Ordinances adopted by the City of Chicago, Cook County, Illinois on January 10, 1996:

1. Ordinance, "An Ordinance Approving and Adopting a Redevelopment Plan and Project for the 49th Street and St. Lawrence Avenue Redevelopment Project Area";
2. Ordinance, "An Ordinance Designating the 49th Street and St. Lawrence Avenue Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and
3. Ordinance, "An Ordinance Adopting Tax Increment Allocation Financing for the 49th Street and St. Lawrence Avenue Redevelopment Tax Increment Financing Project".

CERTIFY THAT the area constituting the Tax Increment Redevelopment Project Area subject to Tax Increment Financing in the City of Chicago, Cook County, Illinois, is legally described in said Ordinances.

CERTIFY THAT the initial equalized assessed value of each lot, block, and parcel of real property within the said City of Chicago Project Area as of January 10, 1996 is as set forth in the document attached hereto and made a part hereof as Exhibit "A";

CERTIFY THAT the total initial equalized assessed value of all taxable real property situated within the said City of Chicago Tax Increment Redevelopment Project Area is:

TAX CODE AREA 70008

\$683,377

for a total of

SIX HUNDRED EIGHTY-THREE THOUSAND,
THREE HUNDRED SEVENTY-SEVEN DOLLARS
AND NO CENTS

(\$683,377.00)

such total initial equalized assessed value as of January 10, 1996, having been computed and ascertained from the official records on file in my office and as set forth in Exhibit "A".

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate seal of COOK COUNTY this May 29, 1996.



53318100

CITY OF CHICAGO REDEVELOPMENT PROJECT AREA

Permanent Real Estate Index Number of Each Lot, Block, Tract or Parcel of Real Property within Such Project Area	Equalized Assessed Valuation as of January 10, 1996 of Each Lot, Block, Tract or Parcel within Such Project Area (1994 EAV)
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TAX CODE AREA 70008

20-10-210-034-0000	1,716
20-10-210-035-0000	42,566
20-10-211-017-0000	Exempt
20-10-211-018-0000	1,463
20-10-211-019-0000	Exempt
20-10-211-020-0000	Exempt
20-10-211-021-0000	Exempt
20-10-211-039-0000	9,919
20-10-211-039-0000	1,469
20-10-211-040-0000	1,123
20-10-211-041-0000	16,961
20-10-218-018-0000	5,294
20-10-218-019-0000	1,627
20-10-218-022-0000	4,052
20-10-218-023-0000	2,829
20-10-218-024-0000	3,481
20-10-218-025-0000	4,768
20-10-218-026-0000	2,722
20-10-218-027-0000	6,343
20-10-218-028-0000	2,956
20-10-218-029-0000	387
20-10-218-030-0000	2,164
20-10-218-031-0000	6,832
20-10-218-032-0000	17,770
20-10-218-033-0000	Exempt
20-10-218-034-0000	Exempt
20-10-218-035-0000	Exempt
20-10-219-001-0000	Exempt
20-10-219-002-0000	10,519
20-10-219-003-0000	9,553
20-10-219-004-0000	4,566
20-10-219-005-0000	1,463
20-10-219-006-0000	1,463
20-10-219-007-0000	623
20-10-219-008-0000	61,281
20-10-219-011-0000	8,046
20-10-219-012-0000	2,940
20-10-219-013-0000	15,680
20-10-219-014-0000	Exempt
20-10-219-015-0000	2,940
20-10-219-016-0000	2,940
20-10-219-017-0000	52,736
20-10-219-018-0000	Exempt
20-10-219-020-0000	Exempt
20-10-220-001-0000	107,406
20-10-220-002-0000	Exempt
20-10-220-003-0000	Exempt
20-10-220-004-0000	Exempt
20-10-220-005-0000	1,452
20-10-220-006-0000	6,444
20-10-220-007-0000	7,112
20-10-220-008-0000	970
20-10-220-009-0000	5,129
20-10-220-010-0000	2,671

50618100

CITY OF CHICAGO REDEVELOPMENT PROJECT AREA

<u>Permanent Real Estate Index Number of Each Lot, Block, Tract or Parcel of Real Property within Such Project Area</u>	<u>Equalized Assessed Valuation as of January 10, 1996 of Each Lot, Block, Tract or Parcel within Such Project Area (1994 EAV)</u>
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TAX CODE AREA 70008

20-10-220-011-0000	2,724
20-10-220-012-0000	2,719
20-10-220-013-0000	3,531
20-10-220-014-0000	1,452
20-10-220-015-0000	Exempt
20-10-220-016-0000	5,906
20-10-220-017-0000	6,052
20-10-220-018-0000	2,709
20-10-220-019-0000	2,441
20-10-220-020-0000	Exempt
20-10-220-021-0000	13,612
20-10-224-006-0000	Exempt
20-10-224-007-0000	4,179
20-10-224-008-0000	Exempt
20-10-225-001-0000	Exempt
20-10-225-002-0000	Exempt
20-10-225-003-0000	Exempt
20-10-225-004-0000	2,950
20-10-225-005-0000	Exempt
20-10-225-006-0000	83,695
20-10-225-013-0000	Exempt
20-10-226-001-0000	118
20-10-226-002-0000	2,809
20-10-226-003-0000	1,403
20-10-226-004-0000	1,403
20-10-226-005-0000	Exempt
20-10-226-006-0000	Exempt
20-10-226-007-0000	989
20-10-226-008-0000	Exempt
20-10-226-009-0000	721
20-10-226-011-0000	5,924
20-10-226-012-0000	8,059
20-10-226-013-0000	1,921
20-10-226-014-0000	1,921
20-10-226-015-0000	3,092
20-10-226-016-0000	3,102
20-10-226-017-0000	1,545
20-10-226-018-0000	22,669
20-10-226-019-0000	13,833
20-10-226-020-0000	14,133
20-10-226-021-0000	12,518
20-10-226-046-0000	12,364
20-10-226-047-0000	507
TOTAL TAX CODE 70008	683,377

56618100