

This agreement was prepared by and after recording return to  
Saundra N. Fried, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

### Hairpin Retail Redevelopment Agreement

This Hairpin Retail Redevelopment Agreement (this "**Agreement**") is made as of this 1st day of March, 2010, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Community Development ("**DCD**"), Hairpin Retail, LLC, an Illinois limited liability company ("**HRLLC**"), and Brinshore 2800 Corp., an Illinois corporation ("**Brinshore**" and collectively with HRLLC, the "**Developer**").

### RECITALS

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

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

**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 February 16, 2000: (1) "Approval of Tax Increment Redevelopment Plan for Fullerton/Milwaukee Redevelopment Project

Area;" (2) "Designation of Fullerton/Milwaukee Redevelopment Area as Tax Increment Financing District;" and (3) "Adoption of Tax Increment Allocation Financing for Fullerton/Milwaukee Redevelopment Project Area" (the "TIF Adoption Ordinance"), and adopted "Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project" on May 11, 2005 ("Amendment Number 1")(such ordinances collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above as amended by Amendment Number 1 (collectively, the "**Redevelopment Area**") is legally described in **Exhibit A** hereto.

**D. The Project:** Brinshore has acquired from the City (the "Acquisition"), and shall subsequently transfer to HRLLC, approximately 15,000 square feet located within the Redevelopment Area as legally described on **Exhibit B** hereto (the "**Property**"), and, within the time frames set forth in **Section 3.01** hereof, the Developer shall commence and complete the following activities (the "**Project**"): rehabilitation of portions of the first and second floors of an a six-story elevator building (the "**Facility**") on the Property, which will consist of approximately 7,000 square feet of retail space on first floor and approximately 8,000 square feet of space for an art center on the second floor in accordance with the requirements set forth in **Section 8.19** hereof and related common areas. The Facility shall have partial geo-thermal heating and cooling, a high-efficiency building envelope, low VOC interior paints, low-flow plumbing fixtures, and high efficiency insulated windows. Historic work shall include new ground-floor storefronts in accordance with DCD and Department of Zoning and Land Use Planning, Historic Preservation Division ("DZPHP") approved plans. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on **Exhibit C**) are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

**E. Redevelopment Plan:** The Project is located in the Redevelopment Area and will be carried out in accordance with this Agreement and the City of Chicago Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") attached hereto as **Exhibit D**.

**F. City Financing:** The City agrees to use, in the amounts set forth in **Section 4.03(iii)** hereof, Available Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement. The City, as of the Closing Date, shall allocate and appropriate the amounts set forth in **Section 4.03(iii)** for payment of the Redevelopment Project Costs of the Project.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes (as defined below) pursuant to an ordinance at a later date as described in **Section 8.05** hereof, the proceeds of which may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

**G. Prior TIF Financing:** Pursuant to a note ordinance adopted by the City Council on October 2, 2002, the City issued its Tax Increment Allocation Revenue Note (Fullerton/Milwaukee Redevelopment Project) Taxable Series 2002, dated December 2002, in the amount of \$700,000 to The Northern Trust Company, secured by the pledge of certain Incremental Taxes for the payment of redevelopment project costs in connection with the Small Business Improvement Fund for the Redevelopment Area (the "**Northern Trust Note**").

Pursuant to an ordinance adopted by the City Council on October 6, 2005, the City entered into a redevelopment agreement dated as of February 16, 2006, with Footwear Factory Development Corp., an Illinois corporation, 3963 West Belmont Residential Property, L.L.C., an Illinois limited liability company, and 3927 West Belmont Commercial Property, L.L.C., an Illinois limited liability company (collectively the "**Footwear Factory Developer**"), for the issuance of a note to the Footwear Factory Developer in the aggregate principal amount not to exceed \$8,000,000 secured by the pledge of certain Incremental Taxes for the payment of redevelopment project costs in connection with the Footwear Factory project (the "**Footwear Factory Obligation**").

Pursuant to a bond ordinance adopted by the City Council on December 13, 2006 the City issued \$8,735,000 in aggregate principal amount of General Obligation Bonds (Modern Schools Across Chicago Project), Series 2007E, dated as of January 1, 2007, for which ad valorem taxes levied for repayment will be abated with, along with certain incremental taxes from various other redevelopment project areas, Incremental Taxes (the "**Modern Schools Bonds**").

Pursuant to an ordinance adopted by the City Council on March 10, 2010 (the "**Hairpin Lofts Ordinance**"), the City authorized entering into a redevelopment agreement with Hairpin Lofts, LLC, (the "**Hairpin Lofts Developer**") dated as of even date herewith, whereby the City pledged certain Incremental Taxes for the payment of redevelopment project costs in an amount not to exceed \$5,941,770 from the incremental taxes in connection with the Hairpin Lofts Apartments project (the "**Hairpin Lofts Obligation**").

The Northern Trust Note, the Footwear Factory Obligation, the Modern Schools Bonds and the Hairpin Lofts Obligation are collectively referred to herein as the "**Prior TIF Financings**". The Developer acknowledges that the Prior TIF Financings are prior liens on the Fullerton/Milwaukee TIF Fund and that the Developer has no claim on any monies except for monies which are Available Incremental Taxes.

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:

"**Act**" shall have the meaning set forth in the Recitals hereof.

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

"**Annual Report**" shall mean the report described in **Section 8.21** hereof.

**“Available Incremental Taxes”** shall mean the 90% of the Incremental Taxes then on deposit in the Fullerton/Milwaukee TIF Fund as reduced to reflect the amount of the City Fee.

**“Certificate”** shall mean the Certificate of Completion described in **Section 7.01** hereof.

**“Change Order”** shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in **Section 3.03**, **Section 3.04** and **Section 3.05**, respectively.

**“City Council”** shall have the meaning set forth in the Recitals hereof.

**“City Property”** shall have the meaning set forth in the Hairpin Lofts Ordinance.

**“City Fee”** shall have the meaning set forth for such term in **Section 4.05(c)** hereof.

**“City Funds”** shall mean the funds described in **Section 4.03(b)(ii)** hereof.

**“Closing Date”** shall mean March 31, 2010.

**“COC Occupancy Covenant”** shall have the meaning set forth for such term in **Section 8.20** hereof.

**“Construction Contract”** shall mean that certain contract, substantially in the form attached hereto as **Exhibit E**, to be entered into between the Developer and the General Contractor providing for construction of the Project.

**“Corporation Counsel”** shall mean the City’s Office of Corporation Counsel.

**“Deed”** shall have the meaning set forth in **Section 3.13(b)** hereof.

**“DOE”** shall mean the City’s Department of Environment.

**“DZPHP”** shall mean the City’s Department of Zoning and Land Use Planning, Historic Preservation Division.

**“Draft NFR Letter”** shall mean a draft comprehensive “no further remediation” letter from the IEPA for the Property, or any portion thereof, based on TACO Tier I residential remediation objectives, as amended or supplemented from time to time.

**“Employer(s)”** shall have the meaning set forth in **Section 10** hereof.

**“Environmental Laws”** shall mean any and all Laws relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “**Superfund**” or “**Superlien**” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and



(x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

**“Environmental Remediation”** has the meaning set forth in **Section 11.03**.

**“Equity”** shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in **Section 4.01** hereof, which amount may be increased pursuant to **Section 4.06** (Cost Overruns) or **Section 4.03(b)**.

**“Escrow”** shall mean the construction escrow established pursuant to the Escrow Agreement.

**“Escrow Agreement”** shall mean, with respect to each construction phase undertaken, the construction escrow agreement to be entered into by the Title Company (or an affiliate of, or an entity as an agent of, the Title Company), the General Contractor, the Developer, the Lender(s) and the City, substantially in the form of **Exhibit L** attached hereto, which shall govern the funding of the Equity, the Lender Financing, and the City Funds.

**“Event of Default”** shall have the meaning set forth in **Section 15** hereof.

**“Facility”** shall have the meaning set forth in the Recitals hereof.

**“Final NFR Letter”** shall mean a final comprehensive “no further remediation” letter from the IEPA approving the use of the Property for the construction, development and operation of the Project.

**“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 consistently applied throughout the appropriate periods.

**“Fullerton/Milwaukee 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.

**“General Contractor”** shall mean the general contractor(s) hired by the Developer pursuant to **Section 6.01**.

**“Hairpin Lofts Developer”** shall have the meaning set forth in the Recitals hereof.

**“Hairpin Lofts Ordinance”** shall have the meaning set forth in the Recitals hereof

**“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, lead-bearing substance and asbestos in any form or condition.

**“IEPA”** shall mean the Illinois Environmental Protection Agency.

**“Incremental Taxes”** shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance 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 for deposit by the Treasurer into the Fullerton/Milwaukee TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

**“Laws”** shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal.

**“Lender”** shall mean any provider of Lender Financing.

**“Lender Financing”** shall mean funds borrowed by either one of the Developer from any lender to fund costs of, and available to pay for, the Project, in the amount set forth in **Section 4.01** hereof.

**“Losses”** shall mean any and all debts, liens, claims, actions, causes of action, suits, demands, complaints, legal or administrative proceedings, losses, damages, assessments, obligations, liabilities, executions, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses, and disbursements of any kind or nature whatsoever (including, without limitation, Remediation Costs, reasonable attorneys’ fees and expenses, consultants’ fees and expenses and court costs).

**“MBE(s)”** shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

**“MBE/WBE Budget”** shall mean the budget as described in **Section 10.03**.

**“Municipal Code”** shall mean the Municipal Code of the City of Chicago.

**“Non-Governmental Charges”** shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

**“Permitted Liens”** shall mean those liens and encumbrances against the Property and/or the Project set forth on **Exhibit F** hereto.

**“Plans and Specifications”** shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

**“Prior Expenditure(s)”** shall have the meaning set forth in **Section 4.05(a)** hereof.

**“Prior TIF Financing”** shall have the meaning set forth in the Recitals hereof.

**“Project”** shall have the meaning set forth in the Recitals hereof.

**Project Budget** shall mean the budget attached hereto as **Exhibit G**, showing the total cost of the Project by line item, furnished by the Developer to DCD, in accordance with **Section 3.03** hereof.

**Property** shall have the meaning set forth in the Recitals hereof.

**Purchase Price** shall have the meaning set forth in **Section 3.13(a)**.

**RACR** shall mean a Remedial Action Completion Report submitted to the IEPA in connection with a request for a Final NFR Letter.

**RAP** shall mean the Remedial Action Plan submitted to the IEPA in connection with a request for a Draft NFR Letter, as amended or supplemented from time to time.

**ROR** means the Remediation Objectives Report submitted to the IEPA in connection with a request for a Draft NFR Letter, as amended or supplemented from time to time.

**Redevelopment Area** shall have the meaning set forth in the Recitals hereof.

**Redevelopment Plan** shall have the meaning set forth in the Recitals hereof.

**Redevelopment Project Costs** shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

**Released Claims** shall have the meaning set forth for such term in **Section 11.04** hereof.

**Remediation Costs** shall mean governmental or regulatory body response costs, natural resource damages, property damages, and the costs of any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

**Reporting Period** shall have the meaning as set forth in **Section 8.21** hereof.

**Requisition Form** shall mean the document, in the form attached hereto as **Exhibit H**, to be delivered by the Developer to DCD pursuant to **Section 4.03** of this Agreement

**Scope Drawings** shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

**SRP** means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

**Surplus** shall have the meaning set forth in **Section 4.03(c)(iii)**.

**Survey** shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the

Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or Lender).

**“Term of the Agreement”** shall mean the period of time commencing on the Closing Date and ending on December 31, 2024, the date on which the Redevelopment Area is no longer in effect.

**“TIF Adoption Ordinance”** shall have the meaning set forth in the Recitals hereof.

**“TIF Bond(s)”** shall have the meaning set forth for such term in **Section 8.05** hereof.

**“TIF-Funded Improvements”** shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to reimburse and/or pay for out of the City Funds, subject to the terms of this Agreement. **Exhibit C** lists the TIF-Funded Improvements for the Project.

**“TIF Ordinances”** shall have the meaning set forth in the Recitals hereof.

**“Title Company”** shall mean Greater Illinois Title Company, an Illinois corporation.

**“Title Policy”** shall mean a title insurance policy, including all endorsements as shall be require by Corporation Counsel, including but not limited to, an owner’s comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking if applicable), contiguity (as applicable), location, access and survey. in the most recently revised ALTA or equivalent form, showing the HRLLC as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

**“WARN Act”** shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

**“WBE(s)”** shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City’s Department of Procurement Services, or otherwise certified by the City’s Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

### SECTION 3. THE PROJECT

**3.01 The Project**. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of **Section 18.17** hereof: (i) commence construction no later than June 1, 2010; and (ii) complete construction no later than June 1, 2012.

**3.02 Scope Drawings and Plans and Specifications**. The Developer has delivered the Scope Drawings and Plans and Specifications to DCD and DZPHP (with respect to all exterior modifications to the Facility), and DCD and DZPHP, respectively, have approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DCD as a Change Order pursuant to **Section 3.04** hereof. The Scope

Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan as in effect on the date of this Agreement and all applicable Laws. The Developer shall submit all necessary 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 DCD, and DCD has approved, a Project Budget showing total costs for the Project in an amount not less than Three Million Three Hundred Forty Thousand Thirty-Five Dollars and 00/100 (\$3,340,035). The Developer hereby certifies to the City that (a) the Lender Financing and Equity described in **Section 4.01** hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DCD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to **Section 3.04** hereof.

**3.04 Change Orders.** All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) that individually or in the aggregate (a) reduce the square footage of the Facility, (b) result in a delay of completion of the Project in excess of 90 days, (c) changes the basic use of the Project, or (d) permanently increase or decrease any line item in the Project Budget must be submitted by the Developer to DCD for DCD's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order described in (a), (b), (c) or (d) above, or the furnishing of materials in connection therewith, prior to the receipt by the Developer of DCD's (and, for any exterior modifications, DZPHP's) written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

**3.05 DCD Approval.** Any approval granted by DCD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DCD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

**3.06 Other Approvals.** Any DCD 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 5.03** (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DCD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

**3.07 Progress Reports and Survey Updates.** The Developer shall provide DCD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date reflecting a delay in excess of 90 days being considered a Change Order, requiring DCD's written approval pursuant to **Section 3.04**). The Developer shall provide three (3) copies of an updated Survey to DCD upon the request of DCD or any Lender, reflecting improvements made to the Property.

**3.08 Inspecting Agent or Architect.** An independent agent or architect (other than the Developer's architect) approved by DCD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DCD, prior to requests for disbursement for costs related to the Project. With the written consent of DCD, the inspecting architect may be the inspecting architect engaged by or on behalf of any Lender, provided that said architect is an independent architect licensed by the State of Illinois, or an inspecting agent of DCD.

**3.09 Barricades.** Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DCD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

**3.10 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 Project, indicating that financing has been 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.

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

**3.12 Permit Fees.** In connection with the Project and subject to waivers authorized by City Council, 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 of Chicago and are of general applicability to other property within the City of Chicago.

**3.13 Conveyance of Property.** The following provisions shall govern the City's conveyance of the Property to the Developer:

(a) **Purchase Price.** The City hereby agrees to sell, and Brinshore hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the land write down amount of One and no/100 Dollars (\$1.00) (the "**Purchase Price**"), which is to be paid to the City on the Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. Brinshore shall subsequently transfer the Property to HRLLC, and such transfer shall be subject to the terms, conditions and covenants of this Agreement. The Developer acknowledges and agrees that the Purchase Price is based on an appraisal prepared in 2010 valued at approximately \$1,565,000 which is the total amount of the land write down of the Property, and the City has only agreed to sell the Property to Brinshore for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions. The City's transfer of the Property to Brinshore, or any other business entity, is subject to the City's review and approval of any Reciprocal Easement Agreement that is made by Brinshore and/or HRLLC with the Hairpin Lofts Developer in connection with the adjoining Hairpin Lofts Apartments residential development.

(b) Form of Deed. The City shall convey the Property to Brinshore by quitclaim deed (the "**Deed**"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (i) the Redevelopment Plan;
- (ii) the standard exceptions in an ALTA title insurance policy;
- (iii) all general real estate taxes and any special assessments or other taxes;
- (iv) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (v) all leases of record and not shown of record, including the (1) Lease Agreement dated May 12, 1987, amended by a Lease Amendment/Extension Agreement dated May 8, 1997, a Lease Amendment/Extension Agreement dated July 30, 2002, and a letter dated March 6, 1998 with Payless Shoesource, Inc.; (2) Facilities Space Lease dated May 10, 2006, as amended by Amendment Number One to Facilities Space Lease dated May 25, 2007 with United States Cellular Operating Company of Chicago, LLC as Lessee; and (3) Rooftop Lease With Option with VoiceStream GSM I Operating Company as Lessee, recorded on October 23, 2007 with the Offices of the Cook County Recorder as Document No. 0729647129 (collectively, the "Leases");
- (vi) such other title defects as may exist; and
- (vii) any and all exceptions caused by the acts of the Developer or its agents.

(c) Title and Survey. The Developer acknowledges that it has obtained title insurance commitments for the Property, showing the City in title to the Property. The Developer shall be solely responsible for and shall pay all costs associated with updating such title commitments (including all search, continuation and later-date fees), and obtaining the Title Policy. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date with respect to the Property, the City shall submit to the County a tax abatement letter and/or file a motion to vacate a tax sale in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall have no further duties with respect to any such taxes. The Developer shall furnish the City with three (3) copies of the survey at Developer's sole cost and expense.

(d) The Land Closing. The conveyance of the Property shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in this Agreement, unless DCD, in its sole discretion, waives such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking.

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

(f) Assignment of Leases. The City shall convey all of its rights, title and interest in the Leases by delivering an assignment of Leases to Brinshore on the Closing Date (the "Assignment of Leases"). Brinshore shall then assign its interests thereunder to HRLLC.

## SECTION 4. FINANCING

**4.01 Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be \$3,340,035, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Lender Financing	\$ 800,000
TIF	\$ 1,210,000
Equity (subject to <b>Sections 4.03(b) and 4.06</b> )	
Tax Credits (New Market and Historic)	\$ 995,000
Developer Equity	\$ 265,035
Lease Income	\$ 70,000
<b>ESTIMATED TOTAL</b>	<b>\$ 3,340,035</b>

**4.02 Developer Funds.** Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

### **4.03 City Funds.**

(a) Uses of City Funds. City Funds may only be used to pay directly or to reimburse Brinshore for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. **Exhibit C** sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be reimbursed from City Funds for each line item therein (subject to **Sections 4.03(b) and 4.07(d)**), contingent upon receipt by the City of documentation satisfactory in form and substance to DCD evidencing such cost and its eligibility as a Redevelopment Project Cost.

### (b) Payment of City Funds.

- i. Subject to the terms and conditions of this Agreement, including but not limited to this **Section 4.03** and **Section 5** hereof, the City hereby agrees to provide City funds (the "City Funds") from Available Incremental Taxes to pay for and/or reimburse Brinshore for the costs of the TIF-Funded Improvements in the amounts determined under **Section 4.03(c)**.
- ii. The City's financial commitment to provide Available Incremental Taxes for such purposes (the "City Funds") shall be as follows:
  - a. \$171,900 shall be placed in Escrow from Available Incremental Taxes on May 1, 2010;
  - b. \$300,000 shall be placed in Escrow from Available Incremental Taxes on or about October 1, 2010;
  - c. \$561,339 shall be placed in Escrow from Available Incremental Taxes on or about December 1, 2010; and



- d. \$176,761 placed in Escrow from Available Incremental Taxes on or about March 1, 2011.

In no event shall any funds set forth in (a) through (d) above be placed into Escrow before the Closing Date. If the Closing Date is after one or more funding dates set forth in (a) through (d) above, the funds that would have been paid on such date(s) shall be paid placed in Escrow on the Closing Date; provided, however, to the extent Available Incremental Taxes are determined to be insufficient to meet the payment schedule set forth in (a) through (d) above, the City shall make such deposit(s) as such Available Incremental Taxes become available. Payment of City Funds from Available Incremental Taxes are subject to the Prior TIF Financings. The City retains the right to fund other projects within the Redevelopment Area using Available Incremental Taxes so long as such funding would not, based upon the City's projections and uses of Available Incremental Taxes at the time the City agrees to provide such funding, result in the amount of Available Incremental Taxes being insufficient to fund the City's obligations under this Agreement.

- iii. Subject to the terms and conditions of this Agreement, payment shall be made to Brinshore (each, an "Installment") in accordance with the terms of the Escrow Agreement and upon Brinshore's submission of a draw request (the "Requisition Form") in accordance with **Section 4.03(c)**. Such Installments shall be in the amount set for in **Section 4.03(c)**; provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed One Million, Two Hundred Ten Thousand Dollars and 00/100 (\$1,210,000).
- iv. City Funds derived from Incremental Taxes and available to pay such costs and allocated for such purposes shall be paid in accordance with the terms of this Agreement and the Escrow Agreement only so long as no Event of Default or condition for which the giving of notice or the passage of time, or both, would constitute an Event of Default exists under this Agreement or the Escrow Agreement.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the conditions set forth in parts (i), (ii), (iii) and (iv) above, as well the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in **Section 8.20**. In the event that such conditions are not fulfilled, the amount of Lender Financing and/or Equity to be contributed by the Developer pursuant to **Section 4.01** hereof shall be increased, as necessary, to complete the Project.

(c) Payment Amount. (i) The Installments, to be paid pursuant to a draw request in accordance with the Escrow Agreement and upon submission of a Requisition Form, shall be as follows:

<u>Installment</u>	<u>Payment Trigger</u>	<u>Payment Amount</u>
One	Upon the later of 25% completion or July 1, 2010	\$171,900
Two	Upon the later of 50% completion or December 1, 2010	\$300,000
Three	Upon the later of 75% completion or February 1, 2011	\$561,339
Four	Certificate of Completion Issued Pursuant to <b><u>Section 7.01</u></b> herein	\$176,761

(ii) Any delay in the construction completion date greater than six (6) months from the date set forth in **Section 3.01(ii)** shall result in the City no longer being obligated to reserve Available Increment in anticipation of paying Installments in accordance with **Section 4.03(c)(i)**.

(iii) To the extent that the actual Project costs are less than the budgeted Project costs as set forth in Project Budget (such amount being a "Surplus"), the City Funds can be reduced or reimbursed to the City (as the case may be) by the amount of the Surplus, in accordance with the terms of the Escrow Agreement.

**4.04 Construction Escrow.** The City, the Developer, the Title Company, the General Contractor and Lenders shall enter into an Escrow Agreement. All disbursements of City Funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement with respect to the payment of City Funds hereunder, the terms of this Agreement shall control. The City shall receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement and shall be approved, subject to compliance with **Section 8.20(a)** hereof, in accordance with the Escrow Agreement.

**4.05 Treatment of Prior Expenditures and Subsequent Disbursements .**

(a) **Prior Expenditures.** Only those expenditures made by Brinshore with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DCD and approved by DCD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "**Prior Expenditures**"). DCD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. **Exhibit I** hereto sets forth the prior expenditures approved by DCD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be paid to Brinshore but shall increase the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to **Section 4.01** hereof.

(b) **Subsequent Disbursements.** Disbursements of City Funds for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DCD, being prohibited, subject to the terms of **Section 3.04**. DCD shall not unreasonably withhold its consent to such transfers so long as the Corporation Counsel has advised DCD that an expenditure qualifies as an eligible cost under the Act.

(c) City Fee. Annually, the City may allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project (the "City Fee"). Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

**4.06 Cost Overruns**. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

**4.07 Preconditions of Disbursement**. As a condition to the disbursement of City Funds hereunder, Brinshore shall submit, at the time of submission of the Requisition Form in accordance with Section 4.03(c), supporting documentation regarding the applicable expenditures to DCD, which shall be satisfactory to DCD in its sole discretion. Delivery by Brinshore to DCD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification by the Developer to the City, as of the date of such request for disbursement, that:

(a) the actual amount paid to the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees is equal to or greater than the total amount of the disbursement request;

(b) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current Requisition Form, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company; and

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in, any ordinance pursuant to which TIF Bonds, if any, are issued, the City Housing Loan documents, any tax credit regulatory agreements, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

**4.08 Conditional Payment of City Funds.** The City Funds being provided hereunder are being provided to Brinshore on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The payment of City Funds is subject to being terminated and/or reimbursed, as provided for in **Section 1.**

## SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

**5.01 Project Budget.** The Developer has submitted to DCD, and DCD has approved, a Project Budget in accordance with the provisions of **Section 3.03** hereof.

**5.02 Scope Drawings and Plans and Specifications.** The Developer has submitted to DCD, and DCD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of **Section 3.02** hereof.

**5.03 Other Governmental Approvals.** The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DCD. Such approvals shall include, without limitation, all building permits necessary for the Project.

**5.04 Financing.** The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in **Section 4.01** hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth in **Section 4.01**) to complete the Project. The Developer has delivered to the City a copy of the Escrow Agreement. Any liens against the Property in existence at the Closing Date and recorded prior to this Agreement have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

**5.05 Acquisition and Title.** On the Closing Date, the Developer has furnished the City with a pro forma copy of the Title Policy for the Property, certified by the Title Company, showing HRLLC as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on **Exhibit F** hereto and evidences the recording of this Agreement pursuant to the provisions of **Section 8.17** hereof. The Developer has provided to DCD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements, including any reciprocal easement agreements, and encumbrances of record with respect to the Property not addressed, to DCD's satisfaction, by the Title Policy and any endorsements thereto.

**5.06 Evidence of Clean Title.** The Developer, at its own expense, has provided the City with searches under (a) the Developer's names, (b) Richard J. Sciortino, and (c) David B. Brint (collectively, the "Related Parties") as follows:

Secretary of State	UCC search
Secretary of State	Federal tax lien search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax lien search
Cook County Recorder	State tax lien search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments (including bankruptcy)
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property, the Related Parties or any fixtures now or hereafter affixed thereto, except for the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company.

**5.07 Surveys.** The Developer has furnished the City with three (3) copies of the Survey.

**5.08 Insurance.** The Developer, at its own expense, has insured the Property in accordance with **Section 12** hereof, and has delivered certificates required pursuant to **Section 12** hereof evidencing the required coverages to DCD.

**5.09 Opinion of the Developer's Counsel.** On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as **Exhibit J**, with such changes as required by or acceptable to Corporation Counsel.

**5.10 Evidence of Prior Expenditures.** The Developer has provided evidence satisfactory to DCD in its sole discretion of the Prior Expenditures in accordance with the provisions of **Section 4.05** hereof.

**5.11 Financial Statements.** The Developer has provided Financial Statements to DCD for its most recently completed fiscal year, and audited, if any, or unaudited interim financial statements for the period after the end of the most recently completed fiscal year.

**5.12 Documentation.** Developer will have provided documentation to DCD, satisfactory in form and substance to DCD concerning Developer's employment profile and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds in the Project.

**5.13 Environmental.** The Developer has provided DOE with copies of all environmental reports completed with respect to the Property. The Developer has provided the City with a letter from the environmental engineer(s) who completed such report(s), authorizing the City to rely on such reports. If required under **Section 11.03**, the Developer has taken all necessary and proper steps to enroll the Property in the SRP. The City agrees to reasonably cooperate with the Developer in Developer's efforts to satisfy this condition, at no cost to the City.

**5.14 Organizational Documents; Economic Disclosure Statement.** The Developer has provided, as applicable, a copy of its Articles of Incorporation or Organization, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation

Counsel may require; by-laws of the Developer; and such other organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

**5.15 Litigation.** The Developer has provided to Corporation Counsel and DCD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

**6.01 Bid Requirement for General Contractor and Subcontractors.** The City has approved the Developer's selection of McShane Construction Company LLC, a Delaware limited liability company, as the General Contractor. The Developer shall submit copies of the Construction Contract to DCD in accordance with **Section 6.02** below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DCD within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DCD and all requisite permits have been obtained.

**6.02 Construction Contract.** Prior to the execution thereof, the Developer shall deliver to DCD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with **Section 6.01** above, for DCD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DCD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

**6.03 Performance and Payment Bonds.** Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an A rating or better using a bond (American Institute of Architect's Form No. A311 or its equivalent) or a letter of credit. The City shall be named as obligee or co-obligee on any such bonds.

**6.04 Employment Opportunity.** The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of **Section 10** hereof.

**6.05 Other Provisions.** In addition to the requirements of this **Section 6**, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to **Section 3.04** (Change Orders), **Section 8.07** (Employment Profile), **Section 8.08** (Prevailing Wage), **Section 10.01(e)** (Employment Opportunity), **Section 10.02** (City Resident Employment Requirement), **Section 10.03** (MBE/WBE Requirements, as applicable), **Section 12** (Insurance) and **Section 14.01** (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DCD within five (5) business days of the execution thereof.

## SECTION 7. COMPLETION OF REHABILITATION

### 7.01 Certificate of Completion.

(a) Upon (i) satisfaction of the conditions set forth in **Section 7.01(c)** hereof, and (ii) upon Developer's written request, DCD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

(b) DCD shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Developer acknowledges that the City will not issue a Certificate until the following conditions have been met:

(i) the Developer has given the City written notification that the Project, including all of the TIF-Funded Improvements, has been completed;

(ii) the Developer has provided DCD with evidence acceptable to DCD showing that Developer has completed the Project in compliance with the plans and specifications and all building permit requirements, including without limitation, receipt of certificate(s) of occupancy for one hundred percent (100%) of the Project;

(iii) in accordance with **Section 8.20**, the COC Occupancy Covenant is met and the Occupancy Report has been approved;

(iv) the City's monitoring unit has determined in writing that the Developer is in complete compliance with all requirements of **Section 8.08** (Prevailing Wage) and **Section 10** (Developer's Employment Obligations); and

(v) the Developer has provided documentation acceptable to DCD showing that the Developer's Part Three application has been submitted and approved by the Illinois Historic Preservation Agency. If there is a lack of approval of Developer's Part Three submission, and such lack of approval (A) is the sole requirement not met for issuance of the Certificate by DCD pursuant to this Agreement, and (B) has not resulted in any reduction of funds in order to complete the Project in accordance with the scope of work approved by DCD and DZPHP in accordance with Sections 3.02 and 3.04 hereof, then DCD, may, but shall not be obligated to, in the DCD Commissioner's sole discretion, issue the Certificate; and

(vi) a certificate of completion has been issued with respect to the project financed with the Hairpin Lofts Obligation.

(d) Developer acknowledges that the City will not issue a Certificate if there exists an Event of Default under **Section 15.01** which has not been cured pursuant to **Section 15.03** or **Section 15.04**.

**7.02 Effect of Issuance of Certificate; Continuing Obligations.** The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at **Sections 8.02, 8.18, 8.19, 8.20, 8.21** and **11.04** as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided that upon the issuance of a Certificate, the covenants set forth in **Section 8.02** shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to **Section 18.15** of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

**7.03 Failure to Complete.** If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing such TIF-Funded Improvements exceeds the amount of City Funds available pursuant to **Section 4.01**, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the City Housing Loan or the TIF Bonds, if any.

**7.04 Notice of Expiration of Term of Agreement.** Upon the expiration of the Term of the Agreement, DCD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

## **SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.**

**8.01 General.** The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) HRLLC is an Illinois limited liability company and Brinshore is an Illinois corporation, each duly organized, validly existing, qualified to do business in Illinois, and each licensed to do



business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) each of HRLLC and Brinshore has the right, power and authority to enter into, execute, deliver and perform this Agreement, as applicable hereto;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate (as applicable) its Articles of Organization, by-laws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a 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 or not prohibited pursuant to or under the terms of this Agreement, HRLLC shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to **Section 8.15** hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) 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 impair its ability to perform under this Agreement;

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

(h) 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;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of the Certificate pursuant to **Section 7.01**, the Developer shall not do any of the following without the prior written consent of DCD, which consent shall be in DCD's sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey, lease (except the lease of the Facility to tenants in accordance with **Section 8.19** herein) or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto); (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of the Certificate pursuant to **Section 7.01**, shall not, without the prior written consent of the Commissioner of DCD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("**City Contract**") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City;

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

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

Developer represents and warrants that from the later of (i) February 10, 2005, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b)

reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

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

**8.02 Covenant to Redevelop**. Upon DCD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in **Sections 3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all Laws applicable to the Project, the Property and/or the Developer, including, without limitation, all Environmental Laws. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of the Certificate with respect thereto.

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

**8.04 Use of City Funds**. City Funds disbursed to Brinshore shall be used by Brinshore solely to pay for (or to reimburse Brinshore for its payment for) the TIF-Funded Improvements as provided in this Agreement.

**8.05 Other Bonds**. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "**TIF Bonds**"); provided, however, that the proceeds of bonds issued on a tax-exempt basis cannot be used as a source of City Funds or to repay the City Funds, and provided, further, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such TIF Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

**8.06 Employment Opportunity; Progress Reports**. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor, and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in **Sections 8.08** and **10** hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of **Sections 8.08, 10.02** and **10.03** of this Agreement. Such reports shall be delivered to the City monthly. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DCD which shall outline, to DCD's satisfaction, the manner in which the Developer shall correct any shortfall.

**8.07 Employment Profile.** The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DCD, from time to time, statements of its employment profile upon DCD's request.

**8.08 Prevailing Wage.** Unless required to pay federal "Davis-Bacon" wages pursuant to the terms of the City Housing Loan or Lender Financing, the Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "**Department**"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this **Section 8.08.**

**8.09 Arms-Length Transactions.** Unless the City has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DCD's request, prior to any such disbursement.

**8.10 Conflict of Interest.** Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

**8.11 Disclosure of Interest.** The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

**8.12 Financial Statements.** The Developer shall obtain and provide to DCD Financial Statements for the Developer's fiscal year ended December 31, 2008 and for each year thereafter within 90 days after the end of such fiscal year for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DCD may request.

**8.13 Insurance.** The Developer, at its own expense, shall comply with all provisions of **Section 12** hereof.

**8.14 Non-Governmental Charges.** (a) Payment of Non-Governmental Charges. Except for the Permitted Liens and/or liens bonded by the Developer or insured by the Title Company, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the

Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DCD, within thirty (30) days of DCD's request, official receipts from the appropriate entity, or other proof satisfactory to DCD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this **Section 8.14**); or

(ii) at DCD's sole option, to furnish a good and sufficient bond or other security satisfactory to DCD in such form and amounts as DCD 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 or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

**8.15 Developer's Liabilities.** The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DCD of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

**8.16 Compliance with Laws.**

(a) Representation. 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 Laws pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

**8.17 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 against the Property 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 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.

## **8.18 Real Estate Provisions.**

### **(a) Governmental Charges.**

(i) Payment of 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, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City), including any/all penalties, fees, and interest associated thereto, relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has 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. 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 DCD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DCD's sole option,

(i) the Developer shall demonstrate to DCD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove 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 DCD in such form and amounts as DCD 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.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DCD thereof in writing, at which time DCD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DCD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DCD deems advisable. All sums so paid by DCD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DCD 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. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole

discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that for the purpose of this Agreement, the minimum assessed value of the City Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference. The assessed value attributed to the Property is a portion of the Minimum Assessed Valuation shown on Exhibit K.

(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 the Redevelopment Plan is in effect; provided, however, nothing contained in this provision shall preclude Developer from applying for and receiving any reduction in the amount of real estate taxes payable for the Project or the Property, subject to the provisions of clause (iii) below.

(iii) No Reduction in Real Estate Taxes. 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 assessed value of all or any portion of the Property or the Project below the amount allocated by the Cook County Assessor's Office for the Property from the total of the Minimum Assessed Value as shown in Exhibit K; provided, however, the Developer is permitted to apply for a Class 9 or L designation from Cook County even if such designation with respect to the Property would result in an assessed value below the Minimum Assessed Value allocated for the Property.

(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 any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the amount allocated by the Cook County Assessor's Office for the Property from the total Minimum Assessed Value as shown in Exhibit K; provided, however, the Developer is permitted to apply for a Class 9 or L designation from Cook County.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this **Section 8.18(c)** are covenants running with the land and this Agreement shall be recorded by the 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 transferees 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 (including, without limitation, any sale and leaseback), lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the



date hereof, including the transfer of title from Brinshore to HRLLC, shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this **Section 8.18(c)** to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this **Section 8.18(c)**.

**8.19 Permitted and Prohibited Uses.** The Facility shall be subject to the following requirements during the Term of the Agreement:

(a) First floor retail space: uses that shall not be permitted are

1. Funeral homes.
2. Production, manufacturing and/or industrial use (as such terms are generally used and understood in commerce) of any kind or nature.
3. "Head Shops," pornographic "adult" bookstores, tattoo parlors, massage parlors.
4. Car washes, gasoline or service stations, or the display, repair, lease, rent or sale of any motor vehicle, boat or trailer.
5. Convenience stores, storage/warehouse uses, currency exchange, tavern, video stores, dollar stores, resale store or packaged goods stores.
6. Any use which creates a nuisance or materially increases noise or emissions of dust, odor, smoke or gases.
7. Any use which materially increases the risk of fire, explosion or radioactive hazard.
8. Any use involving Hazardous Materials.
9. Thrift stores or flea markets, excluding auction rooms, art or antique stores, or establishments selling books on a consignment basis.

(b) Second floor arts center space: permitted uses shall be artistic performances; senior, toddler and/or after school programs; community meetings, workshops, classes and other educational programming; yoga and other fitness classes; gallery space and banquet space or other uses consistent herewith which support the needs of the surrounding community.

(c) Roof: permitted uses shall be for continued leases with US Cellular and T-Mobile for cellular tower antenna facilities and any other uses in compliance with the City's Zoning and Land Use Ordinance, and other legal uses as approved by the City in its sole discretion.

**8.20 Occupancy.**

Developer shall cause to lease not less than sixty percent (60%) of the first floor retail square footage of the Facility and the second floor arts center space on or before the date of issuance of the Certificate of Completion (the "COC Occupancy Covenant"). At the time the COC Occupancy Covenant is met and for each Reporting Period, the Developer shall provide, to the satisfaction of

the City, documentation relating to (a) for the first floor retail space, a list of tenants, their businesses and the number of employees, and (b) for the second floor arts center space, a copy of the lease(s) demonstrating to the satisfaction of DCD the utilization of the space only for such purposes set forth in **Section 8.19(b)** hereof, along with such other information as the City shall request (the "Occupancy Report"). Developer shall cause the Facility to be used in accordance with **Section 8.19** hereof and the Redevelopment Plan. The covenants contained in this **Section 8.20** shall run with the land and be binding upon any transferee for the term of this Agreement.

**8.21 Annual Report.** Developer shall provide to DCD an Annual Report consisting of (a) a letter from the Developer itemizing all ongoing requirements including references to all the relevant Sections of this Agreement, and (b) sufficient documentation and certifications to evidence that all ongoing requirements have been satisfied during the preceding reporting period. The Annual Report shall be submitted each year, for ten (10) years, on the yearly anniversary of the issuance of the Certificate of Completion (each such year being a "**Reporting Period**"). Failure by the Developer to submit the Annual Report shall constitute an **Event of Default** under **Section 15.01** hereof, without notice or opportunity to cure pursuant to **Section 15.03** hereof. The covenants contained in this **Section 8.21** shall run with the land and be binding upon any transferee for the term of this Agreement.

**8.22 Survival of Covenants.** All warranties, representations, covenants and agreements of the Developer contained in this **Section 8** and 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 (except as provided in **Section 7** hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the 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.

**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 the Agreement.

## SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

**10.01 Employment Opportunity.** The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "**Employers**" and individually an "**Employer**") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq.

Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

(f) Failure to comply with the employment obligations described in this **Section 10.01** shall be a basis for the City to pursue remedies under the provisions of **Section 15.02** hereof.

**10.02 City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and pursuant to any City rider to the Construction Contract, shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

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

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

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DCD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DCD, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. **Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by**

the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

The Developer shall cause or require the provisions of this **Section 10.02** to be included in all construction contracts and subcontracts related to the Project.

**10.03. MBE/WBE Commitment.** The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 *et seq.*, Municipal Code of Chicago (the "**Procurement Program**"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 *et seq.*, Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "**MBE/WBE Program**"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this **Section 10.03**, during the course of the Project, at least the following percentages of the hard costs of construction as set forth in the construction contract approved by DCD (the "MBE/WBE Budget") shall be expended for contract participation by MBEs and by WBEs:

- (1) At least twenty-four percent (24%) by MBEs.
- (2) At least four percent (4%) by WBEs.

(b) For purposes of this **Section 10.03** only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "**contractor**" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "**contract**" or a "**construction contract**" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this **Section 10.03**. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or

subcontractor with a non MBE/WBE General Contractor or subcontractor without the prior written approval of DCD.

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

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this **Section 10.03** shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this **Section 10.03**. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this **Section 10.03**, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this **Section 10.03** to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this **Section 10.03**, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

## SECTION 11. ENVIRONMENTAL MATTERS

**11.01 "AS IS" SALE.** THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE DEVELOPER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

**11.02** The Developer hereby represents and warrants to the City that the Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E1527-05 standard ("Phase I") and other environmental studies sufficient to conclude that the Project may be rehabilitated, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the ordinance authorizing the City Housing Loan, all ordinances authorizing the issuance of the TIF Bonds, if any, and the Redevelopment Plan. The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property.

**11.03 Environmental Remediation.** Notwithstanding the foregoing or any other provision to the contrary contained in this Agreement, DOE shall have the right to review and approve the Phase I and any other reports prepared for the Property. Upon DOE's request, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project, including, without limitation, updating or expanding the Phase I and performing initial or additional Phase II testing. If the environmental reports for the Property disclose the presence of contaminants exceeding TACO Tier I residential remediation objectives on or under the Property, the Developer shall enroll the Property in the IEPA's SRP Program and take all necessary steps to obtain a Draft NFR Letter. Unless DOE determines that it is not necessary to enroll the Property in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues, and DOE approves, a Draft NFR Letter. After DOE approves the Draft NFR Letter, the Developer covenants and agrees to complete all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property in accordance with the requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws ("Environmental Remediation"). If Environmental Remediation is required on the Property, the Developer acknowledges and agrees that the City will not issue a Certificate until the IEPA has issued, and the City has approved, a Final NFR Letter for the Property, which approval shall not be unreasonably withheld. The City shall have the right to approve the ROR, RAP and RACR for the Property and any changes or modifications thereto, which

approval shall not be unreasonably withheld. The Developer shall bear sole responsibility for all aspects of the Environmental Remediation and any other investigative and cleanup costs associated with the Property and any improvements, facilities or operations located or formerly located thereon, including, without limitation, the removal and disposal of all Hazardous Materials, debris and other materials excavated during the performance of the Environmental Remediation. The Developer shall promptly transmit to the City copies of any written communications received from the IEPA or other regulatory agencies with respect to the Environmental Remediation.

**11.04 Release and Indemnification.** The Developer, on behalf of itself and anyone claiming by, through or under it, hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which the Developer ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials from or to other property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend, indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

**11.05 Release Runs with the Land.** The covenant of release in Section 11.04 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of its current or former officers, directors, employees, agents, predecessors, successors or assigns, will assert that those obligations must be satisfied in whole or in part by the City because Section 11.04 contains a full, complete and final release of all such claims.

**11.06 Survival.** This Section 11 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).



## SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide or cause to be provided with respect to the operations that such Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A

claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the Property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Community Development, Development Support Services, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed by the insurer; provided, however, 10 days prior written notice shall be given to the City in the event that coverage is cancelled for non-payment of insurance premiums.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractor(s).

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

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

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

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

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

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

### SECTION 13. INDEMNIFICATION

**13.01 General Indemnity.** Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(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 General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate or any of their respective agents, officers, directors, equity holders, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate;

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto; or

(v) any act or omission by Developer or any Affiliate.

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of

the undertakings and indemnification set out in this **Section 13.01** shall survive the termination of this Agreement.

#### **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, if any, 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.** Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

#### **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 **Section 15.03**, 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 (after any applicable notice and cure period) if such failure may have a material adverse effect on the Developer's business, property (including the Property or the Project), assets (including the Property or the Project), 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 and/or liens bonded by the Developer or insured by the Title Company, 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 debtors, 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 sixty (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 sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, including but not limited to a Funding Lender Event of Default as set forth in the City Housing Agreement, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City; provided however, transfers of investor interests or the removal of the managing member, in each case in accordance with HRLLC's operating agreement shall require only notice to the City.

For purposes of **Sections 15.01(i)** and **15.01(j)** hereof, a natural person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of HRLLC's operating interests.

**15.02 Remedies.** Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend payment of and/or seek reimbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein. To the extent permitted by law, the City may also lien the Property.

**15.03 Curative Period.** In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, except as set forth elsewhere in this Agreement, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the

event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, except as set forth elsewhere in this Agreement, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of and default made or tendered by HRLLC's managing or investor member shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

**15.04 Right to Cure by Lender.** 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 termination of this Agreement and all related agreements, or the suspension, cancellation, reduction or reimbursement of City Funds disbursed hereunder, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Lender and the Lender shall have the right (but not the obligation) to cure such Event of Default as follows:

(a) if the Event of Default is a monetary default, the Lender 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 Lender of such notice from the City; and

(b) if any Event of Default is of a non-monetary nature, the Lender 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 Lender of such notice from the City; and

(c) Notwithstanding the provisions of **Section 15.04(b)** hereof, if such non-monetary default is an Event of Default set forth in **Section 15.01(e), (f), (g), (h), (i) or (j)** hereof or Event of Default by the Developer of a nature so as not reasonably being capable of being cured within such 30 day period (each such default being a "Personal Developer Default"), the Lender shall provide written notice to the City within 30 days of receipt of notice of such Personal Developer Default stating that it shall cure such Personal Developer Default by the assignment of all of the Developer's rights and interests in this Agreement to the Lender or any other party agreed to in writing by both the Lender and the City. Upon receipt by the City of such notice from the Lender, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of Developer's rights hereunder; provided, however, that no payment of City Funds shall occur until such time as such Personal Developer Default is cured.

## SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on **Exhibit F** hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with **Section 18.15** hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance of the Certificate pursuant to **Section 7.01** hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DCD.

## SECTION 17. 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 mail, return receipt requested.



If to the City: City of Chicago  
Department of Community Development  
121 North LaSalle Street, Room 1000  
Chicago, IL 60602  
Attention: Commissioner

With Copies To: City of Chicago  
Department of Law  
Finance and Economic Development Division  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

If to the Developer: Hairpin Retail, LLC and Brinshore 2800 Corp.  
c/o Brinshore Development LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062  
Attention: Richard Sciortino

With Copies To: Applegate & Thorne-Thomsen, P.C.  
322 South Green Street, Suite 400  
Chicago, IL 60607  
Attention: Debra A. Kleban

and to: Citi Community Capital  
Asset Management  
325 E. Hillcrest Drive, #160  
Thousand Oaks, California 91360  
Attention: Operations Manager/Asset Management  
Loan/Transaction/File #: 7044

and to: Citi Community Capital  
Middle Office  
390 Greenwich, 2nd Floor  
New York, New York 10013  
Attention: Desk Head  
Loan/Transaction/File #: 7044

and to: Citigroup Inc.  
Citi Community Capital  
Municipal Securities Division  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel's Office  
Loan/Transaction/File #: 7044

and to: Citicorp Municipal Mortgage Inc.  
Citi Community Capital  
c/o 701 East 60th Street, N  
Sioux Falls, South Dakota 57117  
Attention: Loan Administrator  
Loan/Transaction/File #: 7044

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 day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

## SECTION 18. MISCELLANEOUS

**18.01 Amendment.** This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement **Exhibit D** hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this **Section 18.01** shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in **Sections 10.02** and **10.03** hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

**18.02 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.

**18.03 Limitation of Liability.** No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

**18.04 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.

**18.05 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. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

**18.06 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.

**18.07 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.

**18.08 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.

**18.09 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.

**18.10 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.

**18.11 Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the TIF Bond ordinance, if any, such ordinance(s) shall prevail and control.

**18.12 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.

**18.13 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.

**18.14 Approval.** Wherever this Agreement provides for the approval or consent of the City, DCD or the Commissioner, or any matter is to be to the City's, DCD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DCD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DCD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

**18.15 Assignment.** Except as permitted in accordance with a Permitted Lien, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to **Sections 8.18** (Real Estate Provisions) and **8.22** (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

**18.16 Binding Effect.** This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be

enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

**18.17 Force Majeure.** Neither the City nor the Developer nor any successor in interest to either of them 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 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 obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

**18.18 Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.

**18.19 Business Economic Support Act.** Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

**18.20 Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

**18.21 Costs and Expenses.** In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

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

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

**18.23 Date of Performance.** If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State law, the date for such performance will be the next succeeding business day.

**18.24 Construction of Words.** The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to".

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

**Hairpin Retail, LLC**, an Illinois limited liability company

By: Brinshore 2800 Corp.,  
an Illinois corporation,  
its Manager

By: \_\_\_\_\_  
David Brint, President

**Brinshore 2800 Corp.**,  
an Illinois corporation

By: \_\_\_\_\_  
David Brint, President

**CITY OF CHICAGO**

By: Christine Raguso  
Christine Raguso, Acting Commissioner  
Department of Community Development

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.

**Hairpin Retail, LLC**, an Illinois limited liability company

By: Brinshore 2800 Corp.,  
an Illinois corporation,  
its Manager

By: David Brint  
David Brint, President

**Brinshore 2800 Corp.**,  
an Illinois corporation

By: David Brint  
David Brint, President

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Christine Raguso, Acting Commissioner  
Department of Community Development

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Margaret A. Grassano, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Brint, personally known to me to be the President of Brinshore 2800 Corp., an Illinois corporation ("Brinshore") and the manager of Hairpin Retail, LLC an Illinois limited liability company ("Hairpin") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the board of directors of Brinshore, as his/her free and voluntary act, as the free and voluntary act of Brinshore and as the free and voluntary act of Hairpin, for the uses and purposes therein set forth.

March GIVEN under my hand and official seal this 26<sup>th</sup> day of 2010.

Margaret A. Grassano  
Notary Public



(SEAL)

My Commission Expires 7-18-2010



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Yolanda Quesada, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christine Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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.

GIVEN under my hand and official seal this 31<sup>st</sup> day of March,  
2010.

Yolanda Quesada  
Notary Public

My Commission Expires 9.28.2013



**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT A**

**REDEVELOPMENT AREA LEGAL DESCRIPTION**

See Attached.

*Appendix B.*

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

*Legal Description For Fullerton/Milwaukee T.I.F. District.*

## Parcel 1:

That part of Sections 22, 23, 25, 26, 27, 35 and 36, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley, extended west (south of West Belmont Avenue); thence eastward along said centerline of vacated alley 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence eastward 126.1 feet, more or less to the northeast corner of said Lot 11; thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of North Avers Avenue; thence northeasterly along the northwesterly line of said North Avers Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line of said North Milwaukee Avenue to the northwesterly line of North Hamlin Avenue; thence southwesterly along the northwesterly line of said North Hamlin Avenue to the southwesterly line of a 16 foot wide aforesaid public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of another 16 foot wide public alley (southeasterly of North Ridgeway Avenue) said point also being the most easterly corner of Lot 10 in John B. Dawson's Subdivision in the east half of the northwest quarter of said Section 26; thence southwesterly along said northwesterly line of a 16 foot wide public alley to the southwesterly line of West Oakdale Avenue, said point also being the most easterly corner of Lot 22 of aforesaid John B. Dawson's Subdivision; thence southeasterly along the southwesterly line of said West Oakdale Avenue to the northeast corner of Lot 57 in aforesaid John B.

Dawson's Subdivision; thence eastward along the south line of said West Oakdale Avenue to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line (extended west) of a 16 foot public alley south of North Milwaukee Avenue; thence eastward across said North Central Park Avenue along the said extended line to the northwest corner of Lot 47 of Block 1 in Wm. E. Hatterman's Milwaukee Avenue Subdivision in the west half of the northeast quarter of said Section 26; thence eastward along the north line of said Lot 47, 103.65 feet to the northeast corner of said Lot 47; thence southeasterly along the northeasterly line of said Lot 47, 27.1 feet to a bend point in the east line of said Lot 47; thence southward along the east lines of Lots 43, 44, 45, 46 and 47 in Block 1 of said Wm. E. Hatterman's Milwaukee Avenue Subdivision to the north line of Lot 17 extended west in aforesaid Block 1; thence eastward along the said north line of Lot 17 of Block 1, 120.8 feet; thence southeasterly along the northeasterly line of aforesaid Lot 17, 19.2 feet, more or less, to the west line of North Drake Avenue; thence continuing southeasterly along the prolongation of last described course across said North Drake Avenue to the east line of said North Drake Avenue; thence southward along the east line of said North Drake Avenue to the northwest corner of Lot 28 of Block 2 in said Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence eastward along said north line of Lot 28, 76.1 feet; thence southeasterly along the northeasterly lines of Lots 27 and 28 of said Block 2 to the southeast corner of said Lot 27; thence continuing southeasterly along the prolongation of the last described course, said prolongation also being the northeasterly lines of Lots 19 and 20 of said Block 2 to the northeast corner of said Lot 19 of Block 2; thence southward along the east line of said Lot 19 extended south to the south line of West Wolfram Street; thence eastward along said south line of West Wolfram Street to the southwesterly line of a 16 foot wide public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along said southwesterly line of 16 foot wide public alley to the west line of said public alley; thence southward along the west line of said 16 foot wide public alley to the south line of another 16 foot wide public alley north of West Diversey Avenue; thence eastward along the south line of said 16 foot wide public alley to the northeast corner of Lot 27 in Block 3 in aforesaid Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence southward along the east line (extended south) of said Lot 27 in Block 3 to the south line of West Diversey Avenue; thence eastward along the south line of said West Diversey Avenue to the west line of a 14 foot wide public alley (east of North St. Louis Avenue) in the east half of the west half of the southeast quarter of aforementioned Section 26; thence southward along the west line of said 14 foot public alley to the north line extended west of Lot 36 of Block 1 of Story's Milwaukee Avenue Subdivision of the northeast 15 acres of the west half of the southeast quarter of said Section 26; thence eastward along north lines of Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of Block 1 of said Story's Milwaukee Avenue Subdivision to the east line of another 14 foot wide

public alley west of North Kimball Avenue; thence northward along the east line of said 14 foot wide public alley to the northwest corner of Lot 6 of said Block 1 of Story's Milwaukee Avenue Subdivision; thence eastward along the north line of said Lot 6 to the west line of North Kimball Avenue said point also being the northeast corner of said Lot 6 of Block 1 in Story's Milwaukee Avenue Subdivision; thence southward along the west line of said North Kimball Avenue to the northeasterly line of Lot 17 extended northwesterly in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence southeasterly along said extended northeasterly line of Lot 17 to the most northern corner of said Lot 17, said northeasterly line of Lot 17 also being the southwesterly line of a 16 foot wide public alley; thence southeasterly along the southwesterly line of said 16 foot wide public alley extended southeasterly to the northeast corner of Lot 39 in Garrett's Third Logan Square Subdivision of part of Lot 2 in Garrett's Subdivision; thence easterly across North Spaulding Avenue to the southwesterly corner of Lot 2 in Garrett's Subdivision of part of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of said Lot 2 to the north line of Lot 1 in Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision, said point is 120.40 feet east of the northwest corner of Said Lot 1; thence eastward along the north line of said Lot 1 to the west line of North Sawyer Avenue; thence southward along the west line of said North Sawyer Avenue to the south line of the north 5 feet of Lot 5 in aforesaid Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision; thence eastward across said North Sawyer Avenue to the most northern corner of Lot 23 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of a 16 foot wide alley southwesterly of North Milwaukee Avenue to the east line of Lot 4 in the resubdivision of Lots 28 to 30 of Block 3 in Hitt and Others' Subdivision; thence southward along the east line of said Lot 4 extended south to the north line of Lot 1 in Himes and Frank's Resubdivision of Lots 31 and 32 of Block 3 in Hitt and Others' Subdivision; thence eastward along the north line of said Lot 1 to the northeast corner of said Lot 1; thence southward along the east lines of Lots 1, 2, 3, 4, 5 and 6 in aforesaid Himes and Frank's Resubdivision to the southeast corner of said Lot 6; thence continuing southward across West Wrightwood Avenue to the northeast corner of Lot 1 in Kittner's Subdivision of the north half of Lot 1 of Block 6 in Hitt and Others' Subdivision; thence southward along the east lines of Lots 1, 2 and 3 in said Kittner's Subdivision to the southeast corner of said Lot 3 of Kittner's Subdivision; thence continuing southward along the east lines of Lots 1, 2 and 3 in the subdivision of the south half of Lot 1 of Block 6 in Hitt and Others' Subdivision to the south line of the north 5 feet of said Lot 3; thence eastward along the said south line of north 5 feet (extended east) of said Lot 3 to the west line of North Kedzie Avenue, said point being 125 feet west of the east line of the

southeast quarter of said Section 26; thence eastward across the 250 feet wide said North Kedzie Avenue to the northwest corner of Lot 13 of Block 2 in subdivision of Lots 4 and 6 in County Clerk's Division according to the plat thereof recorded July 7, 1885 as Document Number 637899; thence south along the east line of North Kedzie Avenue to the south line of a public alley north of West Linden Place; thence eastward along the south line of said public alley to a bend point; thence continuing southeasterly along and by following the southwesterly line of said public alley to the most easterly corner of Lot 38 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence southwesterly along the southeasterly line of said Lot 38 to the northeasterly line of North Linden Place; thence southeasterly along the northeasterly line of said North Linden Place to the most southern corner of Lot 50 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence northeasterly along the southeasterly line of said Lot 50 to the north line of West Linden Place; thence eastward along the north line of said West Linden Place to the west line of North Sacramento Avenue; thence north along the west line of said North Sacramento Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line extended southeasterly of said North Milwaukee Avenue to the north line of West Fullerton Avenue, said point also being the most eastern corner of Lot 17 in the subdivision of Block 6 in George A. Seavern's Subdivision according to the plat thereof recorded July 23, 1889 as Document Number 1132552; thence westward along the north line of said West Fullerton Avenue to the east line of North Sacramento Avenue; thence continuing westward across said North Sacramento Avenue to the southeast corner of Lot 37 of Block 2 in Ingham's Subdivision according to the plat thereof recorded March 19, 1873 as Document Number 88703; thence continuing westward along the north line of West Fullerton Avenue to the most southern corner of Lot 1 in Carrie B. Gilbert's Subdivision according to the plat thereof recorded April 4, 1906 as Document Number 3841277; thence westward across North Albany Avenue to the southeast corner of Lot 40 of Block 5 in the subdivision of Lots 4 and 6 in County Clerk's Division, recorded July 7, 1885 as Document Number 637899, said point also being on the north line of West Fullerton Avenue; thence westward along the north line of said West Fullerton Avenue to the southwest corner of Lot 24 of Block 5 in aforesaid subdivision of Lots 4 and 6 in County Clerk's Division; thence westward across said North Kedzie Avenue to the southeast corner of Lot 23 of Block 7 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence westward along the south line of said Lot 23 to the southwest corner of said Lot 23, said southwest corner is also on the east line of 20 feet wide public alley west of North Kedzie Avenue; thence northward along the east line of said 20 feet wide public alley to the north line (extended east) of another 16 feet wide public alley north of West Fullerton Avenue; thence westward along the north line extended west of said 16 foot wide public alley to the west line of North Sawyer Avenue; thence southward along the

west line of said North Sawyer Avenue to the southeast corner of Lot 2 in J. Fuerman's Subdivision of Lots 16 to 22 of Block 8 in Hitt and Others' Subdivision; thence westward along the south line of said Lot 2, 111.5 feet to a bend point in the south line of said Lot 2; thence northwesterly along the southerly line of said Lot 2 to the southeast corner of Lot 1 in aforesaid J. Fuerman's Subdivision; thence westward along the south line of said Lot 1 extended west to the west line of 16 foot wide public alley, west of North Sawyer Avenue; thence southward along the west line of said 16 foot wide public alley to the southeast corner of Lot 137 in Dezeng's Logan Square Subdivision of Lot 3 in Garrett's Subdivision; thence westward along the south line of said Lot 137 to the southwest corner of said Lot 137; thence westward across North Spaulding Avenue to the southeast corner of Lot 66 in aforesaid Dezeng's Logan Square Subdivision; thence westward along the south line of said Lot 66 to the southwest corner of said Lot 66; thence continuing westward across the 16 foot wide public alley west of North Spaulding Avenue to the southeast corner of Lot 53 in aforesaid Dezeng's Logan Square Subdivision; thence continuing westward along the south line of said lot (extended west) to the west line of North Kimball Avenue; thence southward along the west line of said North Kimball Avenue to the north line of West Fullerton Avenue; thence continuing southward across West Fullerton Avenue to the northeast corner of Lot 1 of Block 1 in Allport's Subdivision according to the plat thereof recorded on page 185 in Book 7; thence southward along the west line of said North Kimball Avenue to the south line (extended west) of a 16 foot wide public alley (south of West Fullerton Avenue and on the east side of said North Kimball Avenue); thence eastward along the south line (extended east and west) of said 16 feet wide public alley to the east line of another 16 foot wide public alley west of North Kedzie Avenue; thence northward along said east line of 16 foot wide public alley to the northwest corner of Lot 3 of Block 1 in C. N. Shipman, W. A. Bill and N. A. Merrill's Subdivision of the east half of the northeast quarter of said Section 35; thence eastward along the north line of said Lot 3 to the northeast corner of said Lot 3; thence continuing eastward across North Kedzie Avenue to the northwest corner of Lot 6 of Block 1 in Blanchard's Subdivision of that part of the north 22 rods of the northwest quarter of said Section 36; thence eastward along the north line of said Lot 6 to the west line of a 16 foot wide public alley east of said North Kedzie Avenue, said point also being the northeast corner of said Lot 6; thence southward along the west line (extended south) of said 16 foot wide public alley to the south line of West Belden Avenue; thence eastward along the south line of said West Belden Avenue to the east line extended south of North Albany Avenue; thence northward along said (extended south) east line of North Albany Avenue to the south line of a 16 foot wide public alley south of West Fullerton Avenue; thence eastward along the south line of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of North Sacramento Avenue; thence northward along the east line of said 16 foot wide public alley to the north line of the south 11.00 feet of Lot 6 in Block 2 in

aforesaid Blanchard's Subdivision; thence eastward along said north line of the south 11.00 feet of Lot 6 to the east line of said Lot 6; thence continuing eastward across said North Sacramento Avenue to the northwest corner of Lot 7 in Block 3 in the subdivision of Lots 13 and 14 in John McGovern's Subdivision according to the plat thereof recorded August 24, 1872 as Document Number 51791; thence eastward along the north line of said Lot 7 in Block 3 to the northeast corner of said Lot 7 in Block 3, said point is also on the west line of 16 foot wide public alley east of North Sacramento Avenue; thence southward along the west line of said 16 foot wide public alley extended south to the south line of West Medill Avenue; thence eastward along the south line of said West Medill Avenue to the southwesterly right-of-way line of Chicago Transit Authority Railroad, southwesterly of North Milwaukee Avenue; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority Railroad to the north line of West Belden Avenue; thence southward across said West Belden Avenue to the northwest corner of Lot 5 in M. Moore's Subdivision of Lot 19 in John McGovern's Subdivision according to the plat thereof recorded October 22, 1886 as Document Number 765587; thence southward along the west line of said Lot 5 to the southwest corner of said Lot 5; thence eastward along the south lines of Lots 5, 4, 3, 2 and 1 in aforesaid M. Moore's Subdivision to the southeast corner of Lot 1 in said M. Moore's Subdivision; thence southward along the east line (extended south) of said Lot 1 in M. Moore's Subdivision to the north line of Lot 28 of Block 1 in J. Johnston, Jr.'s Subdivision according to the plat thereof recorded November 28, 1881 as Document Number 361265; thence eastward along the north lines of Lots 28, 29, 30, 31, 32, 33 and 34 of Block 1 in said J. Johnston, Jr.'s Subdivision to the southwesterly right-of-way line of aforesaid Chicago Transit Authority railroad; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority railroad to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line (extended north) of the west 0.11 feet of Lot 33 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line of the west 0.11 feet of said Lot 33 of Block 2 to the north line of 16 foot wide public alley south of West Lyndale Street; thence continuing southward across said 16 feet wide public alley to the northeast corner of Lot 50 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line (extended south) of said Lot 50 of Block 2 to the south line of West Palmer Street; thence eastward along the south line (extended east) of said West Palmer Street to the east line of 66 foot wide North California Avenue; thence northward along the east line of said North California Avenue to the southwesterly right-of-way line of Chicago Transit Authority railroad, southwesterly of North Milwaukee Avenue; thence southeasterly by following the Southwesterly right-of-way line of said Chicago Transit Authority railroad to the southeasterly line of Lot 138 in White and Cole's Resubdivision of Block 1 of S. Stave's Subdivision recorded in Book 173, page 18; thence southwesterly along the southeasterly line of said Lot 138 to the northeasterly line of North Bingham Street, said point is also the most



southern corner of said Lot 138; thence northwesterly along the northeasterly line of said North Bingham Street to the most southern corner of Lot 107 in said White and Cole's Resubdivision; thence southwesterly across said North Bingham Street to the most eastern corner of Lot 106 in said White and Cole's Resubdivision; thence continuing southwesterly along the southeasterly line of said Lot 106 to the northeasterly line of North Stave Street, said point is also the most southern corner of said Lot 106; thence northwesterly along the northeasterly line of said North Stave Street to the south line (extended east) of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the south line (extended east) of said public alley across said North Stave Street to the southeasterly line of Lot 12 in Gray and Adam's Subdivision of Lots 1 to 9 and 28 to 30 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded August 5, 1881 as Document Number 342922; thence northeasterly along the southeasterly line of said Lot 12 to the most eastern corner of said Lot 12; thence northwesterly along the northeasterly line of said Lot 12 to the most northern corner of said Lot 12, said corner is also the most eastern corner of Lot 27 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded in Book 85, page 19; thence continuing northwesterly along the northeasterly lines of Lots 27, 26, 25, 24, 23, 22, 21, 20 and 19 of Block 4 in said S. Stave's Subdivision to the southeasterly line of West Frances Place, said point also being the most northern corner of said Lot 19; thence southwesterly along the southeasterly line (extended southwesterly) of said West Frances Place to the southwesterly line of North Point Street; thence southeasterly along the southwesterly line of North Point Street to the most eastern corner of Lot 20 of Block 7 in aforesaid Attrill's Subdivision, said point is also being on the north line of a public alley north of West Armitage Avenue; thence westward along the north line of said public alley to the most southerly corner of Lot 24 of Block 7 in aforesaid Attrill's Subdivision; thence northwesterly along the southwesterly line of said Lot 24 of Block 7 to the most western corner of said Lot 24, said corner is also being on the southeasterly line of Lot 35 of Block 5 in aforementioned W. O. Cole's Subdivision; thence southwesterly along the southeasterly lines of Lots 35, 34, and 33 to the most southern corner of said Lot 33 of Block 5; thence northwesterly along the southwesterly line (extended northwesterly across West Frances Place) to the north line of said West Frances Place; thence westward along the south line of said West Frances Place to the east line of North California Avenue; thence northward along the east line of said North California Avenue to the south line (extended east) of West McLean Avenue; thence westward along the south line of said West McLean Avenue to the west line of a 13 foot wide public alley (east of North Mozart Street); thence southward along the west line of said public alley 150 feet to the north line of another public alley; thence westward along north line of said public alley to the east line of North Mozart Street; thence westward across said North Mozart Street to the southeast corner of Lot 1 of Block 11 in Hoeps and Kerff's Resubdivision of Blocks 8 and 11 in the town of Schleswig, according to the plat thereof recorded July 25, 1890 as Document Number

1307724, said corner is also being on the north line of a 17 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 17 foot wide public alley to the west line of another 16 foot wide public alley, east of North Humboldt Boulevard; thence southward along the west line of said 16 foot wide public alley to the north line of another 16 foot wide public alley, north of West Armitage Avenue; thence westward along the north line of said 16 foot wide public alley to the southwest corner of Lot 31 in Parkway Addition, a resubdivision of Lots 5 to 10, inclusive, in each of Blocks 4, 9 and 10 in the town of Schleswig and the vacated alleys and one-half of a street adjacent to said lots, et cetera, in the east half of the northwest quarter of said Section 36; thence northward along the west line of Lots 31, 30 and 29 in aforesaid Parkway Addition to the northwest corner of said Lot 29 in said Parkway Addition; thence westward across said North Humboldt Boulevard to a point of intersection of the west line of said North Humboldt Boulevard with the south line of the north half of Lot 40 in Palmer Place Addition, a subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the said south line extended west of the north half of Lot 40 to the west line of a 16 foot wide public alley east of North Whipple Street; thence southward along the west line of said public alley to the southeast corner of Lot 54 in aforesaid Palmer Place Addition; thence westward along the south line of said Lot 54 to the southwest corner of said Lot 54; thence northward along the west line of said Lot 54 to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along said north line extended east and west of 916 foot wide public alley to the west line of North Albany Avenue; thence southward along the west line of said North Albany Avenue to the centerline of a vacated alley north of West Armitage Avenue, according to the plat of vacation thereof recorded as Document Number 20127605; thence westward along the centerline of said vacated alley to a line 129.667 feet west of and parallel with the west line of said North Albany Avenue; thence northward along said parallel line to the south line of Lot 16 of Block 3 in Clarkson's Subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the south line of said Lot 16 extended west to the centerline of a 16 foot wide vacated alley east of North Kedzie Avenue; thence northward along the centerline extended north of said vacated alley to the south line extended east of Lot 19 in the plat of the west 10 acres of the west 30 acres of the south 91.7 acres of the northwest quarter of said Section 36; thence westward along said south line extended east of Lot 19 to the southwest corner of said Lot 19; thence continuing westward across North Kedzie Avenue to the northeast corner of Lot 4 of Block 1 in Ovitt's Resubdivision of Block 12 of Shipman, Bill and Merrill's Subdivision in the east half of the northeast quarter of said Section 35; thence southward along the east line of Lots 4, 5 and 6 of said Block 1 to the southeast corner of said Lot 6; thence westward along the south line of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west line of said Lot 6 to the north line extended east of a 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line extended

east and west of said 14 foot wide public alley to the west line of another 14 foot wide public alley east of North Sawyer Avenue; thence southward along the said west line of a 14 foot wide public alley to the north line of another 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 14 foot wide public alley to the east line of North Sawyer Avenue; thence northward along the east line of said North Sawyer Avenue to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended east) of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence southward along the west line of said North Spaulding Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of said Armitage Avenue; thence westward along the north line (extended west) of said public alley to the west line of North Kimball Avenue; thence south along the west line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 16 foot wide alley to the east line of North St. Louis Avenue; thence westward across North St. Louis Avenue to the southeast corner of Lot 61 in the subdivision of the south quarter of the west one-third of the northeast quarter of said Section 35, said point also is on the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended west) of said 16 foot wide public alley to the west line of North Drake Avenue; thence southward along the west line of said North Drake Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the north line of West Mclean Avenue; thence westward along the north line of said West Mclean Avenue to the west line (extended north) of the east 9 feet of Lot 58 of Block 8 in Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision in the east half of the northwest quarter of said Section 35; thence southward along the said west line (extended north) of the said east 9 feet to the north line of a 16 foot wide vacated public alley north of said West Armitage Avenue; thence westward along the north line of said public alley to the east line extended north of Lot 90 of Block 7 in said Jackson's Subdivision; thence southward along the east of said Lot 90 to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the west line (extended north) of North Ridgeway Avenue; thence southward across West Armitage Avenue along the west line of said North Ridgeway Avenue extended north to the south line of a 16 foot wide public alley south of said West Armitage Avenue; thence eastward along said south line extended east to the west line of North Lawndale Avenue; thence eastward across said North Lawndale Avenue to the northwest corner of Lot 12 of Block 2 in S. Delamater's Subdivision according to the plat thereof recorded August 1, 1885 as Document Number 643538, said point is also on the south line of a 16 foot wide public alley; thence eastward

along the south line of said 16 foot wide public alley to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line extended west of a 16 foot wide public alley south of West Armitage Avenue; thence continuing eastward along the south line extended west of said 16 foot wide public alley to the west line of North Kimball Avenue; thence eastward across said North Kimball Avenue to the northwest corner of Lot 16 in Winkelman's Subdivision of Block 3 of E. Simon's Subdivision according to the plat thereof recorded on February 15, 1899 as Document Number 2785137, said point is also on the south line of a 16 foot wide public alley; thence eastward along the south line of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence eastward across said North Spaulding Avenue to the northwest corner of Lot 16 of Block 2 in Winkelman's Subdivision of part of Blocks 2 and 11 of E. Simon's Subdivision according to the plat thereof recorded September 5, 1888 as Document Number 1000737, said point is also on the south line of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Kedzie Avenue; thence eastward across said North Kedzie Avenue to the northwest corner of Lot 16 of Block 1 in Nils F. Olson's Subdivision according to the plat thereof recorded January 14, 1887 as Document Number 790005, said corner is also on the south line of a 14 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 14 foot wide public alley to the northeast corner of Lot 6 of Block 1 in S. Delamater's Subdivision according to the plat thereof recorded on February 5, 1884 as Document Number 523563; thence southward along the east line of said Lot 6 to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Whipple Street; thence eastward across North Whipple Street to the northwest corner of Lot 42 of Block 1 in Alva Trowbridge and Others' Subdivision according to the plat thereof recorded August 1, 1872 as Document Number 51139; thence eastward along the north line of said Lot 42 of Block 1 to the northeast corner of said Lot 42; thence eastward to the northwest corner of Lot 7 of Block 1 in said Alva Trowbridge and Others' Subdivision; thence eastward along the north line of said Lot 7 of Block 1 to its northeast corner; thence eastward across North Humboldt Boulevard along the north line extended east of said Lot 7 to the east line of said North Humboldt Boulevard; thence northward along the east line of said North Humboldt Boulevard to the south line of Lot 24 of Block 4 in Hansbrough and Hess Subdivision of the east half of the southwest quarter of said Section 36; thence eastward along the south line of said Lot 24 to its southeast corner; thence continuing eastward across the 14 foot wide public alley to the southwest corner of Lot 1 of Block 4 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 1 of Block 4 to its southeast corner, said corner is also on the west line of North Richmond Street; thence southward along the west line of said North Richmond Street to the north line (extended west) of Lot 22 of Block 3 in said Hansbrough and Hess

Subdivision; thence eastward along said north line extended west to the northeast corner of said Lot 22 of Block 3; thence continuing eastward along said north line (extended east) to the east line of a 14 foot wide public alley west of North Francisco Avenue; thence northward along the east line of said alley to the north line of the south half of Lot 2 of Block 3 in said Hansbrough and Hess Subdivision; thence eastward along the said north line of the south half of Lot 2 of Block 3 to the west line of North Francisco Avenue; thence continuing east along said north line (extended east) of the south half of Lot 2 to the west line of a 14 foot wide public alley east of North Francisco Avenue; thence southward along the west line of said 14 feet wide public alley to the most north line (extended west) of Lot 3 of Block 2 in said Hansbrough and Hess Subdivision; thence eastward along the said most north line extended west to the northwest corner of said Lot 3 of Block 2; thence eastward along said most north line 25.05 feet; thence southward along a line parallel to North Mozart Street 4.5 feet; thence eastward along the north line (extended east) of said Lot 3 of Block 2 to the east line of North Mozart Street; thence northward along the east line of said North Mozart Street to the southwest corner of Lot 24 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 24 of Block 1 to the west line of a 14 foot wide public alley west of North California Avenue; thence southward along the west line of said 14 foot wide public alley to the north line (extended west) of the south half of Lot 3 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along said north line (extended west) of the south half of Lot 3 of Block 1 to the west line of North California Avenue; thence eastward across said North California Avenue to the northwest corner of Lot 11 of Block 2 in Edgar M. Snow and Company's Subdivision according to the plat thereof recorded on March 23, 1901 as Document Number 3077922, said corner also lies on the south line of a 16 foot wide alley south of West Armitage Avenue; thence eastward along the south line (extended east) of said 16 foot wide public alley to the east line of North Fairfield Avenue; thence northward along the east line of said North Fairfield Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line of North Washtenaw Avenue; thence southward along the west line of said North Washtenaw Avenue to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said public alley to the west line of North Rockwell Street; thence southward along the west line of said North Rockwell Street to the south line of West Homer Street; thence eastward along the south line (extended east) of said West Homer Street to the northeast corner of Lot 7 in the subdivision of Lots 11 to 25 of Subblock 2 of B. F. Jacobs Subdivision; thence southward along the east line extended south of said Lot 7 to the south line of a 16 foot wide public alley south of West Homer Street; thence eastward along the south line of said 16 foot public alley to the northeast corner of Lot 41 in B. F. Jacobs Subdivision of Block 2 of Johnston's Subdivision; thence southward along the east line of said Lot 41 to the north line of West Cortland Street; thence eastward along the north line of said

West Cortland Street to the east line of the west 72 feet of Lot 67 in Johnston's Subdivision of Block 1 of Johnston's Subdivision in the east half of the southeast quarter of said Section 36; thence northward along said east line of the west 72 feet extended north to the north line of a 16 foot wide public alley north of West Cortland Street; thence westward along the north line of said 16 foot wide public alley to the east line of North Campbell Avenue; thence northward along the east of said North Campbell Avenue and across West Homer Street to the north line of said West Homer Street; thence westward along the north line extended east/west of said West Homer Street to a line 167 feet west of and parallel with the west line of said North Campbell Avenue; thence northward along said parallel line a distance of 53 feet; thence eastward along a line 53 feet north of and parallel with the north line 66 feet wide of said West Homer Street, 167 feet to the west line of said North Campbell Avenue; thence northward along the west line of said North Campbell Avenue to the south line (extended west) of Lot 16 in Johnston's Subdivision of Block 1 of Johnston's Subdivision according to the plat thereof recorded on July 18, 1881 as Document Number 338117; thence eastward along said south line (extended west) to the southwest corner of said Lot 16; thence eastward along the south lines of Lots 16, 15, 14, 13 and 12 in said Johnston's Subdivision to the southeast corner of said Lot 12; thence in a northeasterly direction to the southeast corner of Lot 1 in P. Bandow's Resubdivision of Lots 3, 4 and the northwest half of Lot 5 in Block 1 of Johnston's Subdivision, according to the plat thereof recorded on April 16, 1885 as Document Number 6168851, said corner also lies on the northeasterly line of a 10 foot wide public alley; thence southeasterly along the northeasterly line (extended southeasterly) of said 10 foot wide public alley to the south line of aforesaid West Homer Street; thence eastward along the south line of said West Homer Street to the west line of North Western Avenue as widened, said point is also 50 feet west of the east line of the east half of the southeast quarter of said Section 36; thence northward along the west line of said North Western Avenue to the northeast line of 66 foot wide North Milwaukee Avenue; thence northwesterly along northeasterly line of said North Milwaukee Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line (extended south) of Lot 36 in Powell's Subdivision of Lot 8 in Circuit Court Partition according to the plat thereof recorded on September 5, 1884 as Document Number 572044; thence northward across West Armitage Avenue to the southwest corner of said Lot 36; thence northward along said west line of said Lot 36 and along the east line of a 14 foot wide public alley to the north line (extended east) of another 14 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east and west) of said 14 foot wide public alley to the east line (extended south) of another 14 foot wide public alley east of North Campbell Avenue; thence northward along the east line (extended south) of said 14 foot wide public alley to the north line (extended east) of a 9 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east) of said 9 foot wide public alley to the east

line of North Campbell Avenue; thence northward along the east line of said North Campbell Avenue to the south line (extended east) of Lot 6 in Owner's Subdivision according to the plat recorded November 24, 1913 as Document Number 5311027; thence westward across said North Campbell Avenue along the south line (extended east) of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west lines of Lots 6, 5, 4 and 3 in said Owner's Subdivision to the northwest corner of said Lot 3; thence northeasterly along the westerly lines of Lots 2 and 1 in said Owner's Subdivision to the northwest corner of said Lot 1; thence northward along the west line of Lot 104 in V. Wood Subdivision, according to the plat thereof recorded May 10, 1877 as Document Number 134226 to the north line (extended east) of a 16 foot wide public alley south of West Charleston Street; thence westward along the north line (extended east) of said 16 foot wide public alley to the southwest corner of Lot 56 in said V. Wood's Subdivision; thence northward along the west line (extended north) of said Lot 56 to the north line of West Charleston Street; thence west along the north line of said West Charleston Street to the east line of North Maplewood Avenue; thence southwesterly across said North Maplewood Avenue to the southwest corner of Lot 18 in said V. Wood's Subdivision; thence westward along the south line of said Lot 18 to the southwest corner of said Lot 18; thence northward along the west lines of Lots 17, 16, 15, 14, 13 and 12 in said V. Wood's Subdivision to a line 7 feet south of and parallel with the south line (extended east) of Lot 15 in Herman Papsien's Subdivision according to the plat thereof recorded December 17, 1900 as Document Number 3044716; thence westward along said parallel line 10 feet; thence northward 7 feet to the southeast corner of said Lot 15; thence westward along the south line of said Lot 15 to the southwest corner of said Lot 15; thence northward along the lines of Lots 15, 14, 13, 12 and 11 in said Herman Papsien's Subdivision to the northwest corner of said Lot 11; thence continuing northward along the west line (extended north) of said Lot 11 to the southwest corner of Lot 10 in said Herman Papsien's Subdivision; thence westward along the south line (extended west) of said Lot 10 to the southeast corner of Lot 13 in James M. Allen's Subdivision according to the plat thereof recorded April 11, 1882 as Document Number 386837; thence westward along the south line of said Lot 13 to the southwest corner of said Lot 13, said corner is also on the east line of North Rockwell Street; thence southward along the east line of said North Rockwell Street to the southwesterly line (extended southeasterly) of Lot 2 in Powell's Subdivision according to the plat thereof recorded on page 93 of Book 6; thence northwesterly across said North Rockwell Street along said southwesterly line (extended southeasterly) of said Lot 2 to the most southern corner of said Lot 2; thence northwesterly along the southwesterly lines (extended northwesterly) of Lots 2 and 1 in said Powell's Subdivision to the south line of Lot 11 in Gray's Subdivision according to the plat thereof recorded on page 55 of Book 85; thence westward along the south line of said Lot 11 to the southwest corner of said Lot 11, said corner lies on the east line of North Talman Avenue; thence northward along the east line of said North Talman

Avenue to the southwesterly line (extended southeasterly) of Lot 32 of Block 4 in C. E. Woosley's Subdivision according to the plat thereof recorded on May 23, 1881 on page 5 of Book 16; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 32 of Block 4 to the most southern corner of said Lot 32, said corner also lies on the northeasterly line of a 20 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 20 foot wide public alley to the east line of another 14 foot wide public alley west of said North Talman Avenue; thence northward along the east line (extended north) of said 14 foot wide public alley to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line of North Washtenaw Avenue; thence northward along the east line of said North Washtenaw Avenue to the north line of West Belden Avenue; thence westward along the north line (extended west) of said West Belden Avenue to a bend point which lies on the southeasterly line of Lot 23 of Block 2 in Snowhook's Subdivision according to the plat thereof recorded August 22, 1884 as Document Number 569245; thence southwesterly along the northwesterly line of said West Belden Avenue, said line also is the southeasterly lines of Lots 23 and 24 of Block 2 in said Snowhook's Subdivision to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line extended northwesterly of said North Milwaukee Avenue to the west line of North California Avenue; thence northward along the west line of said North California Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly following along the northeasterly, east, northeasterly, north, northeasterly and east line of said 16 foot wide public alley to the south line of West Fullerton Avenue, said point also being the northwest corner of Lot 14 of Block 4 in Snowhook's Subdivision; thence westward along the south line of said West Fullerton Avenue to the east line (extended south) of North Francisco Avenue; thence northward across said West Fullerton Avenue along the east line (extended south) of said North Francisco Avenue to the north line of a 16 foot wide public alley north of said West Fullerton Avenue; thence westward across said North Francisco Avenue along the north line (extended west) of said 16 foot wide public alley to the southeast corner of Lot 27 of Block 7 in George A. Seavern's Subdivision according to the plat thereof recorded May 10, 1886 as Document Number 716003; thence westward along the south line of said Lot 27 of Block 7 to the southwest corner of said Lot 27 of Block 7, said corner also lies on the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the southwest corner of Lot 11 of said Block 7; thence continuing northwesterly to the most southern corner of Lot 15 of Block 5 in said George A. Seavern's Subdivision; thence continuing northwesterly along the southwesterly lines of Lots 15, 16, 17 and 18 of said Block 5 to a line 8 feet south of and parallel with the south line of Lot 4 of Block 5 in said George A. Seavern's Subdivision; thence westward along said parallel line to the east line of Lot 1 in resubdivision of Lots 5 and 6 of Block 5 in said George A.



Seavern's Subdivision; thence northward along the east line of said Lot 1 to the northeast corner of said Lot 1; thence westward along the north line of said Lot 1 to the east line of North Sacramento Avenue; thence northward along the east line of said North Sacramento Avenue to the northwest corner of Lot 1 of Block 5 in aforesaid George A. Seavern's Subdivision; thence in a northwesterly direction across said North Sacramento Avenue to the most southern corner of Lot 1 of Block 2 in Storey and Allen's Milwaukee Avenue Addition to Chicago according to the plat thereof recorded February 9, 1872 as Document Number 12639; thence northwesterly along the southwesterly lines of Lots 1 and 3 of said Block 2 to the most westerly corner of said Lot 3; thence northeasterly along the northwesterly line (extended northeasterly) of said Lot 3 of Block 2 to the northeasterly line (extended southeasterly) of North Willetts Court; thence northwesterly along the northeasterly line (extended southeasterly) of said North Willetts Court to the southeasterly line of Lot 1 in Logan Square Addition to Chicago according to the plat thereof recorded November 10, 1881 as Document Number 358316; thence southwesterly along the southeasterly lines of Lots 1 and 2 in said Logan Square Addition to Chicago to the southeast corner of Lot 3 in said Logan Square Addition to Chicago; thence westward along the south line of said Lot 3 to the southwest corner of said Lot 3; thence southwesterly along the southeasterly line of Lot 4 in said Logan Square Addition to Chicago to the southwest corner of said Lot 4; thence westward along the south lines of Lots 5, 6, 7, 8, 9, 10 and 11 to the southwest corner of said Lot 11; thence northwesterly along the southwesterly lines of Lots 12, 13 and 14 in said Logan Square Addition to Chicago to the southwest corner of said Lot 14; thence northward along the west line (extended north) of said Lot 14 to the north line of 250 foot wide West Logan Boulevard; thence westward along the north line of said West Logan Boulevard to the southwest corner of Lot 20 of Block 4 in subdivision of Blocks 1, 2, 3 and 4 in Lot 1 in County Clerk's Division according to the plat thereof recorded December 12, 1894 as Document Number 2146603; thence northward along the west line of said Lot 20 to the southeast corner of Lot 21 of said Block 4; thence westward along the south lines of Lots 21, 22, 23 and 24 of said Block 4 to the southwest corner of said Lot 24 of Block 4; thence westward along the prolongation of the last described course to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the east line of North Kedzie Avenue; thence northward along the east line of said North Kedzie Avenue to the north line of West Schubert Avenue; thence continuing in a northwesterly direction across said North Kedzie Avenue to the most southern corner of Lot 7 of Block 1 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26, said corner also lies on the northeasterly line of North Emmet Street; thence northwesterly along the northeasterly line (extended northwesterly) of said North Emmet Street to the northwesterly line of North Sawyer Avenue; thence southwesterly along the northwesterly line of said North Sawyer Avenue to the northeasterly line of a 16 foot wide public

alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 1 of Block 4 in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence northeasterly along the northwesterly (extended northeasterly) line of said Lot 1 of Block 4 to the north line of 66 foot wide West Diversey Avenue; thence westward along the north line of said West Diversey Avenue to the east line of North Christiana Avenue; thence northward along the east line of said North Christiana Avenue to the south line (extended east) of Lot 15 of Block 4 in Henry Wisner's Subdivision of Lots 8 and 9 of Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence westward along the south line (extended east) of said Lot 15 of Block 4 to the southwest corner of said Lot 15, said corner also lies on north line of a 14 foot wide public alley north of said West Diversey Avenue; thence continuing westward along the prolongation of the last described course to a bend point in said 14 foot wide alley, said bend point is also the southwest corner of Lot 31 of Block 4 in said Henry Wisner's Subdivision; thence northwesterly along the southwesterly line of said Lot 31 to the most westerly corner of said Lot 31, said corner also lies on the southeasterly line of North Woodward Street; thence northeasterly along the southeasterly line of said North Woodward Street to the southwesterly line (extended southeasterly) of Lot 42 in Storey and Allen's Subdivision of Lot 10 in Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 42 to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the northwesterly line of North Dawson Avenue; thence southwesterly along the northwesterly line (extended southwesterly) of said North Dawson Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Allen Avenue; thence northeasterly along the southeasterly line of said North Allen Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 60 of Block 2 in Albert Wisner's Subdivision of Lots 13 and 14 in Brand's Subdivision in the west half of the northeast quarter of said Section 26; thence in northwesterly direction across North Elbridge Avenue to the southeast corner of Lot 26 of Block 4 in said Albert Wisner's Subdivision; thence westward along the south line of said Lot 26 of Block 4 to the southwest corner of said Lot 26; thence northward along the west lines of Lots 26 and 25 of said Block 4 to the most northern corner of said Lot 25; thence northwesterly along the southwesterly line of Lot 24 in said Block 4 to the most western corner of said Lot 24; thence westward along the north lines of Lots 27, 28 and 29 in said Block 4 to the northwest corner of said Lot 29, said corner also lies on the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the south line (extended east) of Lot 59 in Heafield's Subdivision of Lot 1 in

Davlin, Kelly and Carroll's Subdivision in the east half of the northwest quarter of said Section 26; thence westward along the south line (extended east) of said Lot 59 to the southwest corner of said Lot 59; thence northward along the west line of said Lot 59 to the northwest corner of said Lot 59; thence westward along the south line (extended east) of Lot 45 in said Heafield's Subdivision to the east line of North Monticello Avenue; thence northward along the east line of said North Monticello Avenue to the southwesterly line (extended southeasterly) of Lot 33 in Haentze and Wheeler's Subdivision, according to the plat thereof recorded July 15, 1902 as Document Number 3270736; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 33 to the most southern corner of said Lot 33, said corner also lies on the west line of said North Monticello Avenue; thence southward along the west line of said North Monticello Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Lawndale Avenue; thence northeasterly along the southeasterly line of said North Lawndale Avenue to the east line (extended south) of said North Lawndale Avenue; thence northward along east line of said North Lawndale Avenue to the southwest corner of Lot 23 in Heafield's Subdivision of the west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded March 18, 1902 as Document Number 3218672; thence in a northwesterly direction across said North Lawndale Avenue to the most southern corner of Lot 30 in said Heafield's Subdivision of west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision; thence continuing northwesterly along the southwesterly line (extended northwesterly) of said Lot 30 to the south line of Lot 22 of Block 1 in Heinemann and Gross' Subdivision of part of Lot 3 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded July 14, 1909 as Document Number 4406409; thence westward along the south line of said Lot 22 of Block 1 to the east line of North Ridgeway Avenue; thence northward the along the east line of said North Ridgeway Avenue to the southwesterly line (extended southeasterly) of Lot 27 of Block 2 in said Heinemann and Gross' Subdivision; thence northwesterly along the southwesterly line (extended southeasterly and northwesterly) of said Lot 27 of Block 2 to the south line of Lot 17 of said Block 2; thence westward along the south line of said Lot 17 of Block 2 to the east line of North Hamlin Avenue; thence northward along the east line of said North Hamlin Avenue to the south line (extended east) of Lot 11 in Wm. J. Sweeney's Subdivision of Lot 6 in Circuit Court Common Division in the west half of the southwest quarter of said Section 23; thence westward along the south line (extended east and west) to the southwest corner of Lot 1 in said Wm. J. Sweeney's Subdivision; thence northwesterly along the southwesterly line (extended northwesterly) of said Lot 1 to the east line of North Avers Avenue; thence westward across said North Avers Avenue along the a line parallel with the south line of said Lot 1 to the west line of 66 foot wide North Avers Avenue; thence northward along the west line of said North Avers Avenue to the north line of a 16 foot wide public alley, south of West School Street; thence westward

along the north line of said 16 foot wide public alley to the east line of North Springfield Avenue; thence southward along the east line of said North Springfield Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said 16 foot wide public alley to the northwesterly line (extended northeasterly) of said North Springfield Avenue; thence southwestward along the northwesterly line (extended northeasterly) of said North Springfield Avenue to the northeasterly line of 66 foot wide North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said North Milwaukee Avenue to the north line of said West School Street; thence westward along the north line (extended west) of said West School Street to the west line of North Pulaski Road; thence southward along the west line of said North Pulaski Road to the north line of West Melrose Street; thence westward along the north line of said West Melrose Street to the east line (extended north and south) of a 16 foot wide public alley, west of North Pulaski Road; thence southward along the east line (extended north and south) of said 16 foot wide public alley to the south line of 66 foot wide West Belmont Avenue; thence eastward along the south line of said West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with south line of said West Belmont Avenue; thence eastward along the said parallel line across said North Pulaski Road, 66 feet to the point of beginning, all aforesaid legal description hereby written on this thirtieth day of November 1999, all in Cook County, Illinois.

Parcel 2:

That part of Sections 22, 23, 26 and 27, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley 932 extended west (south of West Belmont Avenue); thence eastward along the said centerline of a vacated alley, 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document

Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence southward along the east line of said North Springfield Avenue to the south line extended east of Lot 34 in said Chas. Seeger's Subdivision; thence westward along the south line extended east of said Lot 34 to the southwest corner of said Lot 34; thence westward across a 16 foot wide public alley to the southeast corner of Lot 47 in said Chas. Seeger's Subdivision; thence westward along the south line of said Lot 47 to the east line of North Harding Avenue; thence southward along the east line of said North Harding Avenue to the south line extended east of a 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of said North Harding Avenue; thence southward along the east line of said public alley to the south line extended east of another 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of North Pulaski Road; thence southward along the east line of said North Pulaski Road to the south line of said West Barry Avenue; thence westward along the south line extended east of said West Barry Avenue to the east line of a 16 foot wide public alley west of said North Pulaski Road; thence northward across said West Barry Avenue to the southeast corner of Lot 4 in Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago in the east half of the northeast quarter of said Section 27; thence northward along the east line of said Lot 4 to its northeast corner; thence westward along the north line of said Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago to the west line of North Karlov Avenue; thence northward along the west line of said North Karlov Avenue to the south line of a 16 foot wide public alley south of West Belmont Avenue; thence westward along the south line of said 16 foot wide public alley to the east line of North Tripp Avenue; thence northward along the east line extended north of said North Tripp Avenue to the north line of West Belmont Avenue; thence eastward along the north line of said West Belmont Avenue to the east line of a 16 foot wide public alley west of North Pulaski Road; thence southward along the east line, extended south, of said 16 foot wide public alley to the south line of said West Belmont Avenue; thence eastward along the south line of said south line of West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with the south line of said West Belmont Avenue; thence eastward across North Pulaski Road along the said parallel line a distance of 66 feet to the point of beginning, all aforesaid legal description hereby written on this twentieth day of December 2004, all in Cook County, Illinois.

**EXHIBIT B**  
**RETAIL**  
**LEGAL DESCRIPTION**

**COMMERCIAL PARCEL C1**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +18.84 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 19.49 FEET; THENCE NORTH 00°25'27" EAST, 18.03 FEET; THENCE NORTH 89°34'33" WEST, 7.63 FEET; THENCE NORTH 00°25'27" EAST, 11.99 FEET; THENCE NORTH 89°34'33" WEST, 4.00 FEET; THENCE NORTH 00°25'27" EAST, 10.76 FEET; THENCE NORTH 40°25'27" EAST, 3.79 FEET; THENCE NORTH 44°28'25" WEST, 0.33 FEET; THENCE NORTH 40°25'27" EAST, 13.46 FEET; THENCE SOUTH 49°34'33" EAST, 9.98 FEET; THENCE NORTH 41°06'29" EAST, 47.07 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE NORTH 49°29'35" WEST, 25.94 FEET; THENCE SOUTH 40°30'25" WEST, 58.83 FEET; THENCE SOUTH 00°17'06" EAST, 55.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C2A**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +18.84 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°17'06" WEST, ALONG THE WESTERLY LINE OF SAID TRACT, 55.21 FEET; THENCE NORTH 40°30'25" EAST, ALONG THE WESTERLY LINE OF SAID TRACT, 58.83 FEET TO THE NORTHERLY MOST CORNER THEREOF; THENCE SOUTH 49°29'35" EAST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 32.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°06'29" WEST, 40.46 FEET; THENCE NORTH 49°23'47" WEST, 6.33 FEET; THENCE NORTH 41°06'29" EAST, 40.45 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 49°29'35" EAST, 6.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C2B**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.77 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 25.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'28" WEST, 24.09 FEET; THENCE SOUTH 89°34'33" EAST, 9.20 FEET; THENCE NORTH 17°06'59" EAST, 9.12 FEET; THENCE NORTH 72°20'59" WEST, 0.42 FEET; THENCE NORTH 17°06'59" EAST, 4.52 FEET; THENCE NORTH 17°06'59" EAST, 8.10 FEET; THENCE NORTH 73°36'04" WEST, 1.25 FEET; THENCE NORTH 49°23'47" WEST, 11.54 FEET; THENCE SOUTH 41°06'29" WEST, 6.62 FEET; THENCE NORTH 49°34'33" WEST, 9.98 FEET; THENCE SOUTH 40°25'27" WEST, 12.54 FEET; THENCE NORTH 44°28'25" WEST, 15.54 FEET TO THE WESTERLY LINE OF SAID TRACT; THE REMAINING COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE NORTH 40°30'25" EAST, 58.26 FEET; THENCE SOUTH 49°29'35" EAST, 155.53 FEET; THENCE NORTH 89°36'08" WEST, 130.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3A**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +18.84 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°17'06" WEST, ALONG THE WESTERLY LINE OF SAID TRACT, 55.21 FEET; THENCE NORTH 40°30'25" EAST, ALONG THE WESTERLY LINE OF SAID TRACT, 58.83 FEET TO THE NORTHERLY MOST CORNER THEREOF; THENCE SOUTH 49°29'35" EAST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 32.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°06'29" WEST, 40.46 FEET; THENCE NORTH 49°23'47" WEST, 6.33 FEET; THENCE SOUTH 41°06'29" WEST, 8.10 FEET; THENCE SOUTH 00°05'32" EAST, 3.58 FEET; THENCE SOUTH 72°19'30" EAST, 8.06 FEET; THENCE SOUTH 17°19'36" WEST, 1.77 FEET; THENCE SOUTH 72°38'41" EAST, 6.43 FEET; THENCE NORTH 17°06'59" EAST, 9.02 FEET; THENCE NORTH 41°06'29" EAST, 38.96 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 49°29'35" WEST, 6.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3B**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +81.82 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 25.86 FEET; THENCE NORTH 00°05'28" WEST, 24.09 FEET; THENCE SOUTH 89°34'33" EAST, 9.20 FEET; THENCE NORTH 17°06'59" EAST, 9.12 FEET; THENCE NORTH 72°20'59" WEST, 0.42 FEET; THENCE NORTH 17°06'59" EAST, 4.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°06'59" EAST, 8.10 FEET; THENCE NORTH 73°36'04" WEST, 1.25 FEET; THENCE NORTH 49°23'47" WEST, 11.54 FEET; THENCE SOUTH 41°06'29" WEST, 6.62 FEET; THENCE SOUTH 41°06'29" WEST, 1.48 FEET; THENCE SOUTH 00°05'32" EAST, 3.58 FEET; THENCE SOUTH 72°19'30" EAST, 8.06 FEET; THENCE SOUTH 17°19'36" WEST, 1.77 FEET; THENCE SOUTH 72°38'41" EAST, 6.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3C**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +96.24 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +81.82 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 38.38 FEET; THENCE NORTH 00°23'52" EAST, 37.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72°38'41" WEST, 6.02 FEET; THENCE NORTH 17°19'36" EAST, 1.77 FEET; THENCE NORTH 72°19'30" WEST, 8.06 FEET; THENCE NORTH 00°05'32" WEST, 3.58 FEET; THENCE NORTH 41°06'29" EAST, 24.57 FEET; THENCE SOUTH 49°23'45" EAST, 10.92 FEET; THENCE SOUTH 41°06'29" WEST, 12.00 FEET; THENCE SOUTH 17°06'59" WEST, 12.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3D**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.00 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +96.24 FEET CHICAGO CITY



DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 26.04 FEET; THENCE NORTH 00°06'39" WEST, 39.51 FEET; THENCE NORTH 89°53'21" EAST, 20.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79°14'48" EAST, 11.05 FEET; THENCE NORTH 40°25'27" EAST, 11.95 FEET; THENCE NORTH 49°23'47" WEST, 17.53 FEET; THENCE SOUTH 41°06'29" WEST, 17.48 FEET; THENCE NORTH 49°23'47" WEST, 12.24 FEET; THENCE NORTH 41°06'29" EAST, 22.48 FEET; THENCE SOUTH 49°23'47" EAST, 29.70 FEET; THENCE NORTH 40°25'27" EAST, 3.98 FEET; THENCE SOUTH 49°34'33" EAST, 22.00 FEET; THENCE SOUTH 40°25'27" WEST, 13.01 FEET; THENCE NORTH 79°14'48" WEST, 33.32 FEET; THENCE NORTH 00°05'28" WEST, 4.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3E**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.00 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +108.66 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 26.04 FEET; THENCE NORTH 00°06'39" WEST, 19.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°34'33" EAST, 20.58 FEET; THENCE NORTH 00°05'28" WEST, 20.47 FEET; THENCE SOUTH 89°53'21" WEST, 20.59 FEET; THENCE SOUTH 00°06'39" EAST, 20.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C3F**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +126.00 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +96.24 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 26.04 FEET; THENCE NORTH 00°06'39" WEST, 19.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°34'33" EAST, 22.56 FEET; THENCE SOUTH 00°25'27" WEST, 9.67 FEET; THENCE NORTH 89°34'33" WEST, 22.47 FEET; THENCE NORTH 00°06'39" WEST, 9.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C4**

THAT PART OF LOTS 18, 19 AND 20 IN BLOCK 3 IN WILLIAM E HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.85 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +18.84 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18 BEING THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°36'08" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 34.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'28" WEST, 10.27 FEET; THENCE NORTH 89°34'33" WEST, 1.08 FEET; THENCE NORTH 01°20'08" WEST, 7.60 FEET; THENCE NORTH 17°06'59" EAST, 29.15 FEET; THENCE NORTH 41°06'29" EAST, 38.96 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 49°29'35" EAST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT, 116.90 FEET TO THE EAST MOST CORNER OF SAID TRACT; THENCE NORTH 89°36'08" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 121.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:

3414 WEST DIVERSEY AVENUE, CHICAGO, IL

PERMANENT INDEX NUMBERS:

13-26-225-015-0000 AND 13-26-225-016-0000

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT C**

**TIF-FUNDED IMPROVEMENTS**

<u>Line Item</u>	<u>Cost</u>
Construction	\$1,599,231
TOTAL:	\$1,599,231*

\* The maximum amount of City Funds provided to the Developer shall not exceed \$1,210,000.

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT D**

**REDEVELOPMENT PLAN**

See Attached.

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

SECTION 5. Superseder. All ordinances (including, without limitation, the T.I.F. Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

*Fullerton/Milwaukee Tax Increment Financing*

*Redevelopment Plan And Project*

*Amendment Number 1*

*October 26, 1999*

*Revision Number 2 December 21, 1999*

*December 30, 2004 Amendment.*

*I.*

*Introduction.*

This report documents the Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan") for the Fullerton/Milwaukee Redevelopment Project Area ("the Project Area") which comprises the Fullerton/Milwaukee redevelopment project area (the "Original Project Area") proposed in the Fullerton/Milwaukee

Redevelopment Plan, dated December 21, 1999 (the "Original Plan") and the Amendment Area as documented in this report. The Redevelopment Plan has been prepared for the use of the City of Chicago (the "City") by Teska Associates, Inc. The proposed Redevelopment Plan seeks to respond to a number of problems and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the City to improve and revitalize the Project Area. This document was intended to provide a framework for improvements within the Project Area over the next twenty-three (23) years. The goal of the Redevelopment Plan is to encourage the redevelopment of existing obsolete and blighted buildings for uses which will contribute to the economic strength and vitality of the surrounding community.

In 1999, the City retained the planning consulting firm of Teska Associates, Inc. ("T.A.I.") along with project team members Mann, Gin, Dubin and Frasier, Inc. (architects), and Valerie S. Kretchmer Associates, Inc. (real estate analysts), to assist the City in the development of a tax increment financing program for the Original Project Area. T.A.I. and its project team members performed site evaluation and identified necessary public improvements. The consultant team also documented the presence of age, deterioration of buildings and surface improvements, depreciation of physical maintenance, obsolescence, presence of structures below minimum code standards, excessive vacancies and lack of community planning. This evidence enabled T.A.I. to conclude that the Original Project Area met the statutory requirements for a Conservation Area and could be designated as a tax increment financing district under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").

In 2004, T.A.I. was retained to assist in an update of the Redevelopment Plan. T.A.I. reviewed blocks proposed for amendment (the "Amendment Area") into the redevelopment project area and documented the eligibility factors for the proposed blocks based on those factors identified in the Act. The eligibility study has been updated to reflect the eligibility factors which exist on parcels from three (3) existing project area blocks and ten (10) new blocks all adjacent to the Original Project Area. T.A.I. has amended the Redevelopment Plan to reflect the amendment of these parcels to the Original Project Area to create the updated Project Area.

The Redevelopment Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of T.A.I.. The City is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment project area under the "Act". T.A.I. has prepared this Redevelopment Plan and the related eligibility study with the understanding that the City would rely on: (a) the findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that T.A.I. has obtained the necessary

information so that the Redevelopment Plan and the related eligibility study will comply with the Act.

#### Project Area Description.

The Project Area is located approximately five (5) miles northwest of the central business district of Chicago. The Project Area encompasses portions of four (4) major corridors: West Armitage Avenue, from North Ridgeway Avenue to North Milwaukee Avenue; West Fullerton Avenue, from North Kimball Avenue to North Mozart Street; West Belmont Avenue, from North Tripp Avenue to North Hamlin Avenue; and North Milwaukee Avenue, from West Homer Street to West School Street (see Figure A).

The boundaries of the Project Area have been established to carefully include those properties that will gain an immediate and substantial benefit from the proposed redevelopment project improvements and Redevelopment Plan. The Project Area consists of approximately two hundred fifty-seven (257) acres within one hundred one (101) legal blocks or portions thereof. The Project Area is zoned predominantly for business and commercial uses. The four (4) commercial corridors included in this Project Area, along Milwaukee Avenue, Fullerton Avenue, Belmont Avenue and Armitage Avenue, represent the retail and business support areas for residential neighborhoods which surround and fall between the corridors. The commercial businesses, particularly the retail businesses, within these corridors reflect the diversity of the neighborhood populations which they serve.

Land-use in the Project Area is extremely diverse, reflecting the organic growth of the area over time (see Figure B and Table P-1). Most blocks are characterized by a mix of uses, including combinations of retail, office, light industry, and residential uses. Residential uses occur both in single- and multi-family buildings, as well as in apartments above commercial uses. Other blocks contain only commercial or institutional uses. Three (3) schools are included in the Project Area: Darwin School (3116 West Belden Avenue), Funston School (2010 North Central Park Avenue) and Chase School (2021 North Point Street) (see Figure C). There are no Chicago Park District parks in the Project Area.

Table P-1.

#### Existing Land-Use By Block.

Predominant Land-Use Of Block	Acres	Percent
Commercial	37	15%

Predominant Land- Use Of Block	Acres	Percent
Mixed-Use	101	39%
Institutional	10	4%
Vacant/Parking	6	2%
Right-Of-Way	103	40%
Total:	257	100%

The Project Area is characterized by excellent accessibility. The Kennedy Expressway is approximately one-half (½) mile to the east of the Project Area and numerous major arterial streets traverse the area, including Belmont Avenue, Diversey Avenue, Fullerton Avenue and Armitage Avenue in an east/west direction, and Kimball Avenue, California Avenue and Western Avenue in the north/south direction. Numerous bus lines run through the Project Area, including Number 77, Number 76, Number 74 and Number 73 along the major east/west arterial streets, and Number 82, Number 52, and Number 49 along the north/south streets. The Blue Line of the C.T.A.'s elevated train system also serves the Project Area, including stops at Western and Milwaukee Avenues, at California and Milwaukee Avenues and at Logan Square.

Despite this advantageous and well-connected location, the Project Area has become blighted, and is characterized by underutilized or vacant commercial property. As Section VII, Findings of Need for Tax Increment Financing, and the Eligibility Study in the Appendix demonstrate, the Project Area has not been subject to appropriate growth and development through investment by private enterprise, and is not reasonably expected to be developed without the direct intervention and leadership of the City. The City believes that tax increment financing will be of substantial benefit. Tax increment financing will induce private investment that will arrest and reverse the blighting conditions which currently exist.

#### Tax Increment Financing.

Tax increment financing is permitted in Illinois under the Act. Only areas which meet certain specifications outlined in the Act are eligible to use this financing



mechanism. This document has been prepared in accordance with the provisions of the Act and can be used as a guide for public and private development in the Project Area. In addition to describing the redevelopment objectives, the Redevelopment Plan sets forth the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to use tax increment financing to improve eligible "blighted" or "conservation" areas in accordance with an adopted redevelopment plan over a period not to exceed twenty-three (23) years. The municipal cost of certain public improvements and programs can be paid with the revenues generated by increased equalized assessed values of private taxable real estate within a designated project area ("incremental property taxes"). The key to this financing tool is that it allows for the public to make capital investments that are repaid by property taxes from private development investment induced by those public capital investments. Incremental property taxes are taken from the increase in equalized assessed valuation (principally from new private development) generated within the designated project area during the limited term of the redevelopment project. Thus, the project can pay for itself without the need for additional taxes to be levied city-wide, outside the boundaries of the particular project area.

The successful implementation of the Redevelopment Plan requires that the City take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area would not reasonably be developed and improved without the use of such incremental revenues.

Public and private reinvestment is possible only if Tax Increment Financing ("T.I.F.") is used as authorized by the Act. The revenue generated by the development activity will play a major and decisive role in encouraging private development. Through this Redevelopment Plan, the City will serve as a catalyst for assembling the assets and energies of the private sector in a unified, cooperative public-private redevelopment effort. Implementation of the Redevelopment Plan and Redevelopment Project (as defined below) will benefit the City, its residents, and all taxing districts in the form of improved economic well-being and the improvement of the community living, working, and learning environment.

#### The Redevelopment Plan.

As evidenced in Redevelopment Plan Section VII, "Findings of Need of Tax Increment Financing", 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 as a whole will be redeveloped without the use of T.I.F.

The Redevelopment Plan has been formulated in accordance with the provisions of the Act and 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 implementation of this Redevelopment Plan, is that the entire Project Area be revitalized through a coordinated public and private enterprise effort of reinvestment, rehabilitation, and redevelopment of uses compatible with a strong, stable neighborhood, and that such revitalization occurs:

- on a coordinated, rather than piecemeal basis, to ensure that land-use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and
- on a reasonable, comprehensive and integrated basis to ensure that the factors leading to blight are eliminated; and
- within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the City.

This Redevelopment Plan specifically describes the Project Area and summarizes the factors which qualify the Project Area as a "conservation area" as defined in the Act.

The success of this redevelopment effort will depend on cooperation between the public and private sectors. By means of public investment, the Project Area will become a stable environment for area-wide redevelopment by the private sector. The City will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities, respectively, in order to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

Successful implementation of this Redevelopment Plan requires that the City utilize incremental property taxes and other resources in accordance with the Act 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 existing and threatened conditions which may lead to blight and which have precluded development of the Project Area by the private sector.

The use of incremental property taxes will permit the City to direct, implement, and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities, and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. These benefits are anticipated to include:

- A strengthening of the economic vitality of the community, arising from new residential and nonresidential development.
- An increase in construction and long-term employment opportunities for residents of the Project Area and the City.
- The replacement of unsightly uses, blight, and vacated properties with viable, high-quality developments.
- The elimination of numerous physical impediments within the Project Area on a coordinated and timely basis so as to minimize costs and promote comprehensive, area-wide redevelopment.
- The construction of public improvements which may include new road surfaces, utilities, sewers, water lines, sidewalks, streetlights, landscaping, etc., intended to make the Project Area more attractive to investment.
- The provision of job training services to community members which make the Project Area more attractive to investors and employers.
- The creation of opportunities for women and minority businesses to share in the redevelopment of the Project Area.

## *II.*

### *Legal Description.*

The legal description of the Project Area can be found in Appendix B.

### III.

#### *Eligibility Of The Proposed T.I.F. District.*

##### Original Project Area Eligibility.

During July and August, 1999, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the proposed T.I.F. district. The results of the study indicated that the Original Project Area met the Act's requirements for a "conservation area", and was eligible to be designated by the City Council of the City as a "Tax Increment Financing Redevelopment Project Area". The detailed findings of this study are described in Appendix A of this report.

In 1999, the Original Project Area qualified as a conservation area under the Act based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age.
2. Deterioration of buildings and surface improvements.
3. Depreciation of physical maintenance.
4. Obsolescence.
5. Presence of structures below minimum code standards.
6. Excessive vacancies.
7. Lack of community planning.

Each of these factors contributed to the eligibility of the Original Project Area as a conservation area.

##### Amendment Area Eligibility.

In October 2004, a study of the Amendment Area was undertaken, consistent with the most recent amendments to the Act and related procedural guidelines, to determine the eligibility of the Amendment Area. The results of the study indicated that the Amendment Area met the Act's requirements for a "conservation area", and was eligible to be amended to the Original Project Area designated by the City

Council of the City. The detailed findings of the study are described in Appendix A of this report.

The Amendment Area qualifies as a conservation area under the Act based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age.
2. Deterioration of buildings and surface improvements.
3. Obsolescence.
4. Excessive vacancies.
5. Lack of community planning.
6. Decline of the Amendment Area equalized assessed value at a rate greater than experienced by the remainder of the City for at least three (3) of the last five (5) years.

Each of these factors contributes to the eligibility of the Amendment Area as a conservation area.

#### IV.

##### *Redevelopment Goals, Objectives And Strategies.*

In order to establish a workable Redevelopment Plan for the Project Area, it is important to establish both the general, overall goals and specific objectives of the Redevelopment Plan, and to present strategies for meeting these goals and objectives.

##### Goals.

The overall goals which are specifically directed to this Redevelopment Plan are:

- Reduction or elimination of those conditions which qualify the Project Area as a conservation area.
- Provision of sound economic development in the Project Area.

- Contribution to the economic well-being of the City.
- Creation of strong public and private partnerships to capitalize upon and coordinate all available resources and assets.
- Encouragement of land uses which strengthen the function and appeal of the Project Area for a wide range of activities, including commercial, residential, public and institutional uses.
- Improvement of the quality of life in the City by reducing incidences of both physical and economic deterioration and obsolescence within the Project Area.
- Improvement of existing utilities and roadways to enhance the potential for development and accessibility of redevelopment sites.
- Employment of residents living in and around the Project Area in jobs in the Project Area.
- Creation of an environment within the Project Area that will contribute to the health, safety, and general welfare of the City, that will maintain or enhance the value of properties in and adjacent to the Project Area, and that will stimulate private investment in new construction, expansion and rehabilitation.
- Creation of additional affordable housing units, as consistent with City policies.

#### Objectives.

- Assemble and prepare sites which are conducive to modern development.
  - Encourage the use and maintenance of the commercial corridors so as to contribute to the vitality of the adjacent uses.
  - Upgrade infrastructure throughout the Project Area.
  - Establish a distinctive and cohesive visual identity for each of the historically distinguishable community areas within the Project Area.
  - Ensure high quality and harmonious architectural and landscape design throughout the Project Area.
-

- Enhance the appearance of the Project Area by landscaping the rights-of-way.

Strategies.

Based on an analysis of the existing conditions of the Project Area and the overall goals and specific objectives stated above, the strategies for redevelopment should be to:

- Rehabilitate, where appropriate, existing commercial, residential, public and mixed use structures.
- Install streetscape elements, such as lighting and street furniture, to enhance the appearance and image of the area.
- Assemble and prepare property necessary to attract new investment.
- Undertake appropriate environmental remediation measures on rehabilitation or redevelopment sites, according to customary procedures.
- Establish job readiness and job training programs to provide residents within and surrounding the Project Area with the skills necessary to secure jobs in the Project Area and in adjacent project areas.
- Secure commitments from employers within the Project Area and adjacent project areas to interview graduates of the Project Area's job readiness and job training programs.
- Promote non-residential uses that support the needs of the community.
- Repair and replace the infrastructure where needed, including, but not limited to: roads, sidewalks, public utilities and other public infrastructure.
- Study existing and future traffic conditions on arterial streets; and improve traffic flow, safety and convenience through traffic roadway and intersection improvements, traffic lighting improvements and traffic calming strategies.

## V.

*Future Land-Use And Redevelopment Activities.*

## Future Land-Use.

The following land uses are anticipated within the Project Area (see Figure D):

**Mixed-Use:** This category is reflective of the existing mixed-use nature of the four (4) primary corridors in the Project Area. Currently, these corridors are characterized by a diverse mix of residential, retail, office and institutional uses, which occur on the same block and often within the same building. The intention of the Mixed-Use designation is to strengthen the mix of uses that already exists, by encouraging appropriate redevelopment and building re-use of underutilized buildings and properties, compatible with the current mix of uses. Generally, multi-family residential uses (including apartments or condominiums above other ground-floor uses), retail, service, office and institutional uses are appropriate. Industrial uses are not encouraged.

**Public/Institutional:** Institutional uses include schools, government buildings and private or not-for-profit institutions.

## Redevelopment Activities.

The redevelopment of the Project Area will be driven by private reinvestment induced through public assistance and support. In the absence of assistance from the City as provided by the Redevelopment Plan, the private sector is not expected to pursue these opportunities.

Many sites throughout the Project Area may be appropriate for rehabilitation activities. Rehabilitation may involve facade improvements and repairs, as well as improvements to the interior of buildings which are structurally sound but require work to address appearance or safety issues. Other sites may be appropriate for redevelopment. Such sites may include vacant properties, or properties which contain buildings in extremely poor physical condition or with deleterious uses. Redevelopment of these sites will spur other redevelopment and rehabilitation projects throughout the Project Area.

In addition, public improvements will increase the functionality, appearance and viability of the Project Area as a strong commercial corridor. Recommended public improvements in the Project Area primarily include streetscape elements along Milwaukee, Fullerton, Belmont and Armitage Avenues such as street trees, lighting,



street paving and street furniture. Streetscape elements should respect and celebrate the ethnic diversity and individual character of each of the commercial corridors that make up the Project Area. In addition, special gateway treatments would be appropriate at locations that maximize the impact and recognition of important corridor entrances. Traffic signalization improvements may be undertaken at those same intersections.

## VI.

### *Redevelopment Project.*

This section describes the public and private improvements and activities anticipated to be made and undertaken to implement the Redevelopment Plan.

#### Purpose Of The Redevelopment Plan.

The Act defines the Redevelopment Plan as: "... the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area" (65 ILCS 5/11-74.4-3(n), as amended).

Further, the Act states that for such areas, "It is hereby found and declared that in order to promote and protect the health, safety, morals and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas. The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas by redevelopment projects is hereby declared to be essential to the public interest" (65 ILCS 5/11-74.4-2(b), as amended).

The Future Land-Use Plan in Figure D illustrates proposed land uses. Ultimately, the Redevelopment Plan should help to better integrate the Project Area with adjacent uses, becoming an asset to the community and reversing decay.

#### Eligible Redevelopment Project Costs.

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs").

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table P-3 or otherwise adjust the line items in Table P-3 without amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred or incidental to this 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, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) the cost of marketing sites with in the Project Area to prospective businesses, developers and investors;
- c) 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, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) costs of rehabilitation, reconstruction, repair, or remodeling of existing

public or private buildings, fixtures and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

- e) costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Project Area, and as long as such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the Logan Square and Avondale community areas with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
- g) 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 there under including interest 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;
- h) to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
- i) relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
- j) payment in lieu of taxes as defined in the Act;
- k) costs of job training, retraining, 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 (1) 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 Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City 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 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

- 1) interest cost 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 the 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 amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  4. the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total:
    - (i) cost paid or incurred by the redeveloper for such redevelopment project;
    - (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act;
  5. for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of

seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 2 and 4 above.

- m) unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- n) an elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- o) instead of the eligible costs provided for in 1, 2, 4 and 5 above, the City may pay up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all lows and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act;
- p) the cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01, et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

Property Assembly.

To meet the goals and objectives of this Redevelopment Plan, the City previously sought authority to acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease,

eminent domain or through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sales, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Figure E, Land Acquisition Overview Map, indicates the parcels for which the City previously had authorization to acquire for redevelopment in the Project Area and will now seek an extension of this authorization. Figure F contains Figures F1 through F6: Land Acquisition by Block and Parcel Identification Number which portrays the acquisition properties in more detail.

Figure E, Land Acquisition Overview Map, and Figure F, Land Acquisition by Block and Parcel Identification Number, identify parcels for which the City had been granted acquisition authority by the Original Redevelopment Plan. At that time, the potential acquisition of these properties was sought to further the goals of this Redevelopment Plan. This acquisition authority has since expired and the City does not propose to renew such authority at this time.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

The Armitage/California/St. Louis Redevelopment Plan established boundaries for the Armitage/California/St. Louis Redevelopment Area (also known as the Central West Redevelopment Area). That Redevelopment Area consists of properties facing West Armitage Avenue between North St. Louis Avenue and North Point Street, along the west side of North California Avenue from West Armitage Avenue to West Dickens Avenue, and along the east side of North California Avenue from West Armitage Avenue to North Milwaukee Avenue. Figure G illustrates those properties identified for acquisition within the previously adopted underlying Armitage/California/St. Louis Redevelopment Area boundaries. Appendix C lists those parcels by parcel number, which are shown in Figure C and fall within the Project Area.

The Armitage/California/St. Louis Redevelopment Area and subsequent amendments established City authority to acquire and assemble property. Such

acquisition and assembly under that authority is consistent with this T.I.F. Redevelopment Plan. Nothing in this Redevelopment Plan shall be deemed to limit or adversely affect the authority of the City under the Armitage/California/St. Louis Redevelopment Area to acquire and assemble property. Accordingly, incremental property taxes from the Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Armitage/California/St. Louis Redevelopment Plan within the Fullerton/Milwaukee Project Area.

As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and redevelopment.

For properties described on Figure E, Acquisition, the acquisition of occupied properties by the City was required to commence within four (4) years from the date of the publication of the ordinance approving the Redevelopment Plan. Acquisition shall be deemed to have commenced with the sending of an offer letter. As this four (4) year period has expired, the City may only acquire such property pursuant to this Redevelopment Plan under the Act according to its customary procedures.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

#### Property Disposition.

Property to be acquired by the City as part of the Redevelopment Project may be assembled into appropriate redevelopment sites. As part of the redevelopment process the City may: (i) sell, lease or convey such property for private redevelopment; or (ii) sell, lease or dedicate such property for construction of public improvements or facilities. Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in the Redevelopment Plan or in other municipal codes and ordinances governing the use of land or the construction of improvements.

#### Rehabilitation Of Existing Public Or Private Structures.

The City of Chicago may provide assistance to encourage rehabilitation of existing public or private structures which will remove conditions which

contribute to the decline of the character and value of the district. Appropriate assistance may include, but is not limited to:

- Financial support to private property owners for the restoration and enhancement of existing structures within the Project Area.
- Improvements to the facade or rehabilitation of public or private buildings.

#### Public Improvements.

The City of Chicago may install public improvements to enhance the Project Area as a whole, to support the Redevelopment Project Plan and to serve the needs of Project Area residents. Appropriate public improvements may include, but are not limited to:

- vacation, removal, resurfacing, widening, reconstruction, construction, and other improvements to streets, alleys, pedestrian ways and pathways;
- installation of traffic improvements, viaduct improvements, street lighting and other safety and accessibility improvements;
- development of parks, playgrounds, plazas and places for public leisure and recreation;
- construction of public off-street parking facilities;
- installation, reconstruction, improvement or burial of public or private utilities;
- construction of public buildings;
- beautification, lighting and signage of public properties;
- maintenance of rights-of-way in privately owned properties;
- demolition of obsolete or hazardous structures;
- improvements to publicly owned land or buildings to be sold or leased.

Recommended public improvements in the Project Area are listed in Section V, Future Land-Use and Redevelopment Activities.

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The City may determine at a later date that certain listed improvements are no longer needed or appropriate and may remove them from the list, or may add new improvements to the list.

#### Capital Costs Of Taxing Districts.

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

#### Relocation.

In the event that the implementation of the Plan results in the removal of residential housing units in the Project Area occupied by low-income households or very low-income households, or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to insure that this affordable housing is located in or near the Project Area.

As used in the above paragraph "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Plan, these statutory terms are defined as follows: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of Section 8 of the United States Housing Act of 1937; (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households, as applicable.

### Job Training.

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

### Developer Interest Costs.

Funds may be provided to redevelopers for a portion of 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 the Act;
2. such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year.

### Estimated Project Costs.

Table P-2 outlines the estimated costs of the Redevelopment Project.

Table P-2.

#### Estimated Redevelopment Project Costs.

Eligible Expense	Estimated Cost
Analysis, Administration, Studies, Survey Legal, Marketing, et cetera	\$ 1,500,000
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	10,000,000
Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable	
Housing Construction and Rehabilitation Cost	18,200,000

Eligible Expense	Estimated Cost
Public Works and Improvements, including streets and utilities, parks and open space, public facilities (schools and other public facilities) <sup>(1)(2)</sup>	\$16,000,000
Job Training, Retraining, Welfare-to-Work <sup>(3)</sup>	2,000,000
Relocation Costs	1,600,000

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Notes:

1. This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.
2. Public improvements may also include capital costs of taxing districts. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities. As provided in the Act, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

Eligible Expense	Estimated Cost
Interest Subsidy (Developer Interest Costs)	\$ 2,000,000
Day Care	1,200,000
TOTAL REDEVELOPMENT COSTS: <sup>(3)(4)(5)</sup>	\$52,500,000 <sup>(6)</sup>

#### Sources Of Funds.

The Act provides methods by which municipalities can finance eligible redevelopment project costs with incremental real estate tax revenues. Incremental tax revenue is 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, resulting in a tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

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#### Notes:

3. The total Estimated Redevelopment Project Costs provides an upper limit on expenditures and adjustments may be made in line items without amendment to this Redevelopment Plan.
4. Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.
5. The amount of the Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
6. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%) after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, federal, state, county or local grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment project costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. 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 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.

The Project Area may be contiguous to, or separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or other project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1, et seq., as amended. If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible redevelopment project costs within the Project Area or other areas

as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table P-2 of this Redevelopment Plan.

In the event that adequate funds are not available as anticipated from aforementioned sources, the City may utilize its taxing power to sustain the Redevelopment Project or repay obligations issued in connection therewith, to be reimbursed over time, if possible, from tax increment revenues.

#### Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by Incremental Property 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.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23<sup>rd</sup>) calendar year following the year in which the ordinance approving the Project Area was originally adopted, by December 31, 2024. 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 (1) or more series of obligations may be sold at one (1) or more times in order to implement this Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, 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.

One (1) or more issues of obligations may be sold at one (1) or more times in order to implement the Redevelopment Plan, as amended, and as it may be amended in the future. Obligations may be issued on a parity or subordinated basis.

The City may, by ordinance, in addition to obligations secured by the tax

allocation fund, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- net revenue of all or part of any redevelopment project;
- taxes levied and collected on any or all property in the City;
- the full faith and credit of the City;
- a mortgage on part or all of a redevelopment project;
- any other taxes or anticipated receipts that the City may lawfully pledge.

#### Equalized Assessed Valuation.

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the Project Area is to provide an estimate of the initial E.A.V., which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Project Area. The most recent (1998) equalized assessed valuation ("E.A.V.") of all the taxable parcels in the Original Project Area is approximately Seventy-two Million One Hundred Thirty-seven Thousand Three Hundred Ninety-nine Dollars (\$72,137,399). This total E.A.V. amount, by Permanent Index Number, is summarized in Appendix D, Part 1. This E.A.V. is based on 1998 E.A.V. figures collected by T.A.I. 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 in the Project Area will be calculated by the County.

The most recent (2003) E.A.V. of the Amendment Area is Fifteen Million Two Hundred Fifty-one Thousand Seven Hundred Eighty-one Dollars (\$15,251,781). This total E.A.V. amount for the Amendment Area, by Permanent Index Number, is summarized in Appendix D, Part 2. The Amendment Area E.A.V. is based on 2003 E.A.V. figures collected by T.A.I. 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 and shall become the Certified Initial E.A.V. for the Amendment Area from which incremental property taxes for the Amendment Area will be calculated.

Upon completion of anticipated private development of the Project Area, it is anticipated that the equalized assessed valuation will be approximately Two Hundred Fifteen Million Dollars (\$215,000,000). The calculation assumes that assessments appreciate at a rate of thirty percent (30%) per year. Other new

projects, rehabilitation of existing buildings and appreciation of real estate values may result in substantial additional increases in equalized assessed valuation.

VII.

*Findings Of Need For Tax Increment Financing.*

Pursuant to the Act, T.A.I. makes the following findings:

**Project Area Not Subject To Growth.**

Although the City and its surrounding regional area, as a whole, have evidenced growth, the Project Area has not been subject to appropriate growth and redevelopment through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.

**Amendment Area Not Subject To Growth.**

The Amendment Area on the whole has not been subject to appropriate growth and redevelopment through investment by private enterprise and would not reasonably be anticipated to be developed consistent with City policies without adoption of this Redevelopment Plan.

The lack of growth in the Original Project Area and the Amendment Area is evidenced by the following:

**Equalized Assessed Values That Fail To Keep Pace With The City As A Whole.**

Between 1993 and 1998 the Equalized Assessed Valuation of the Original Project Area increased from Sixty Million Two Hundred Forty-seven Thousand Five Hundred Fifty Dollars (\$60,247,550) to Seventy-two Million One Hundred Thirty-seven Thousand Three Hundred Ninety-nine Dollars (\$72,137,399), an increase of nineteen and seven-tenths percent (19.7%). This increase results from improvements to a limited number (approximately five percent (5%), as described below) of properties in the Project Area and inflation. By contrast, over the same time period, the Equalized Assessed Value of the City as a whole increased from Thirty Billion Nine Hundred Fifty-two Million Three Hundred Forty-one Thousand Eight Hundred Ninety-eight Dollars (\$30,952,341,898) to



Thirty-seven Billion Two Hundred Eighteen Million Eight Hundred Forty Thousand Two Hundred Thirteen Dollars (\$37,218,840,213), which represents an increase of twenty and two-tenths percent (20.2%). The Original Project Area has been subject to a lower rate of investment and appreciation than the City as a whole, indicating a relative lack of investment directed toward the properties in the Original Project Area.

Over the period from 1999 to 2003, the adjusted Equalized Assessed Value of the City of Chicago, not including the Amendment Area, increased from Thirty-five Billion Three Hundred Fifty-one Million One Hundred Eighty-four Thousand Six Hundred Eighty-nine Dollars (\$35,351,184,689) to Fifty-three Billion One Hundred Sixty Million One Hundred Twelve Thousand Nine Hundred Eighty Dollars (\$53,160,112,980), or fifty-six and six-tenths percent (56.6%). By contrast, the Equalized Assessed Value of those properties in the Amendment Area increased from Ten Million Seven Hundred Seventy-eight Thousand Nine Hundred Ninety-one Dollars (\$10,778,991) to Fifteen Million Two Hundred Fifty-one Thousand Seven Hundred Eighty-one Dollars (\$15,251,781), or forty-three and three-tenths percent (43.3%), during the same time period. Thus the level of investment and property appreciation within the Amendment Area is lower than the City as a whole.

#### Presence Of Blighting Factors.

Lack of investment is also evidenced by the widespread extent and distribution of blighting factors, including deterioration, depreciation of physical maintenance and code violations. As elaborated upon in the Eligibility Study (Appendix A), the presence of these factors to such a significant degree illustrates that appropriate private investment, particularly for maintenance and improvements to property, has not been undertaken in the Project Area.

#### Lack Of Building Permit Activity Representing Substantial Investment.

During the period from January 1994 to June 1999, two hundred ninety-two (292) building permits were issued in the Project Area at a total value of Eleven Million Fifty-seven Thousand Five Hundred Sixty-five Dollars (\$11,057,565). Four (4) of these permits (at a value of Three Million Six Hundred Eighty-seven Thousand Dollars (\$3,687,000)) were issued to schools in the Project Area and do not represent private investment. However, even the remaining two hundred eighty-eight (288) permits (Seven Million Three Hundred Seventy Thousand Five Hundred Sixty-five Dollars (\$7,370,565)) do not represent a sign of economic well-being through private investment. Much of the building

permit activity in the Project Area is intended to address basic maintenance and code violations. As elaborated upon in the Eligibility Study, the Project Area has been subject to an excessive amount of code violations over the past five (5) years and much of the building permit activity addresses City building code requirements.

Specifically, as depicted in Table P-3, during the period from January 1994 to June 1999, only fifty-five (55) permits (nineteen percent (19%)) were issued for the erection of new buildings or additions or for substantial interior renovations. These permits, which represent significant private investment, were issued to only fifty-one (51) properties in the Project Area (five and fourth-tenths percent (5.4%) of the nine hundred forty-six (946) parcels in the Project Area). The vast majority of the remaining permits were for general maintenance or in response to building code violations.

Table P-3.

## Building Permit Activity, January 1994 To June 1999.

Type Of Permit	Number Of Permits	Number As A Percent Of Non-School Permits	Number As A Percent Of Total Permits	Value Of Permits	Value As A Percent Of Non-School Permits	Value As A Percent Of Total Permits
Demolition	18	6.3%	6.2%	\$ 184,099	2.5%	1.7%
Addition/New Construction/Renovation	55	19.1%	18.8%	4,553,844	61.8%	41.2%
Repair/Code Violations	215	74.7%	73.6%	2,632,622	35.7%	23.8%
Subtotal	288	100.0%	98.6%	\$ 7,370,565	100.0%	66.7%
Schools	4		1.4%	\$ 3,684,000		33.3%
TOTAL:	292		100.0%	\$11,057,565		100.0%

As Table P-3 illustrates, one third (1/3) of the value of all building permit activity in the Project Area was for permits issued to schools, meaning that this

third ( $\frac{1}{3}$ ) does not represent private investment. Of the remainder, more than sixty percent (60%) of the value of building permits occurred on a limited number of properties (fifty-one (51) properties, or five and four-tenths percent (5.4%) of the total number of parcels in the Project Area). The increase in value to properties arising from new construction, additions or substantial renovations was isolated on a small number of properties and is not uniformly distributed throughout the Project Area.

The other thirty-five and seven-tenths percent (35.7%) of the value of private investment in the Project Area is simply repairs and maintenance activities, which are unlikely to increase the value of property. In general, the building permit data suggests that private investment undertaken in the community is not as substantial, or widespread, as would be anticipated in a strong, stable portion of the City.

#### VIII.

##### *Financial Impact Of Redevelopment.*

Without the adoption of the Redevelopment Plan and Project, the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment, there is a prospect that blighting factors 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. 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.

Implementation of the Redevelopment Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the City's effective use of tax increment financing 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, after the completion of all redevelopment improvements and activities, the completion of Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from any enhanced tax base which results from the increase in E.A.V. caused by the Redevelopment Project.

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Plan and

a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

#### Demand on Taxing District Services.

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

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera.

Board Of Education Of The City Of Chicago And Associated Agencies. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth (12<sup>th</sup>) grade.

Chicago Community College District Number 508. This 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.

Chicago Park District. 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.

The replacement of vacant and underutilized property with non-residential or residential development may cause increased demand for services and/or capital

improvements to be provided by Cook County, the Metropolitan Water Reclamation District of Greater Chicago, the City of Chicago, the Board of Education of the City of Chicago, Chicago Community College District Number 508 and the Chicago Park District. The estimated nature of these increased demands for services on these taxing districts, and the activities to address increased demand, are described below.

Cook County. The replacement of vacant and underutilized property with non-residential or residential development may cause increased demand for the services and programs provided by the County. Because many new residents in the Project Area are likely to relocate from other portions of the County, the increase in demand is not anticipated to be significant. A portion of Redevelopment Project Costs may be allocated to assist in the provision of such increased services, as provided in the Act and in this Redevelopment Plan.

Metropolitan Water Reclamation District Of Greater Chicago. The replacement of vacant and underutilized property with new development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District. As it is expected that any increase in demand for treatment and sanitary and storm sewage associated with the Project Area will be minimal, no assistance is proposed for the Metropolitan Water Reclamation District.

City Of Chicago. The replacement of vacant and underutilized property with new development may cause increased demand for the services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, et cetera. Such increases in demand may be significant. A portion of Redevelopment Project Costs may be allocated to assist in the provision of such increased services, as provided in the Act and in this Redevelopment Plan.

Board Of Education Of The City Of Chicago And Associated Agencies. The replacement of vacant and underutilized properties with mixed-use development may result in additional school-aged children in the Project Area, and may affect the demand for educational services and/or capital improvements to be provided by the Board of Education. The increased number of students may be significant. The City will work with the Board of Education and its associate agencies to address any increase that does arise.

Chicago Community College District Number 508. The replacement of vacant and underutilized properties with mixed-use development may result in an increase in population within the Project Area. Therefore, demand for educational services and programs provided by the community college district may increase, although this change is not anticipated to be significant. The City

will work with the Community College District Number 508 to address any increase that does arise.

Chicago Park District. The replacement of underutilized properties with non-residential and residential development may increase the population within the Project Area, so that demand for recreational services and programs provided by the Park District may increase. Although this increase is not expected to be significant, the City will work with the Chicago Park District to address any increase that does arise.

This proposed program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in the Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs, and (iii) the generation of sufficient incremental property taxes to pay for the Redevelopment Project Costs listed above. In the event that the Redevelopment Project fails to materialize, or involves a different scale of development than that currently anticipated, the City may revise this proposed program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

#### IX.

##### *Other Elements Of The Redevelopment Plan.*

Conformance With Land Uses Approved By The Planning Commission Of The City.

The Redevelopment Plan and Project described herein includes land uses which have been approved by the Chicago Plan Commission.

Date Of Completion.

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23<sup>rd</sup>) calendar year following the year in which the ordinance approving this Project Area is adopted (by December 31, 2024).

#### Implementation Schedule.

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area. It is anticipated that City expenditures for Redevelopment 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 property taxes by the City. The estimated date for completion of Redevelopment Projects is no later than December 31, 2023.

#### Provision For Amending The Redevelopment Plan.

The Redevelopment Plan may be amended pursuant to provisions of the Act.

#### Affirmative Action And Fair Employment Practices.

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

1. The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income or housing status.
2. Redevelopers will meet City of Chicago's standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors

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and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of gender, color, race or creed, et cetera. Neither party will countenance discrimination against any employee or applicant because of gender, marital status, national origin, age or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and educational opportunities.

Anyone involved with employment or contracting activities for this Redevelopment Plan and Project will be responsible for conformance with this policy and the compliance requirements of applicable city, state and federal laws and regulations.

The City and the private developers involved in the implementation of the Redevelopment Plan and Project will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level for the project being undertaken in the Project Area. Any public/private partnership established for the development project in the Project Area will seek to ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and facilities at which employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals. The partnership will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

The City shall have the right, in its sole discretion, to exempt certain small business, residential property owners and developers from the above.

#### Affordable Housing.

The City requires that developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than one hundred percent (100%) of the area median income and affordable rental units should be affordable to persons earning no more than sixty percent (60%) of the area median income.



#### Environmental Standards.

The City requires that developers who receive T.I.F. assistance must comply with the City of Chicago environmental standards as per Department of Planning and Development policy.

#### Intergovernmental Agreements And Redevelopment Agreements.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one (1) or several parcels (collectively referred to as "Redevelopment Projects").

#### Housing Impact.

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan.

The Project Area contains one thousand four hundred thirty-four (1,434) inhabited residential units. The Plan provides for the development or redevelopment of several portions of the Project Area that may contain occupied residential units. As a result, it is possible that by implementation of this Plan, the displacement of residents from ten (10) or more inhabited residential units could occur.

The results of the housing impact study section are described in a separate report which presents certain factual information required by the Act. The report, prepared by T.A.I., is entitled "Fullerton/Milwaukee Redevelopment Plan and Project Housing Impact Study", and is attached as Appendix E to this Plan.

[Figures "A", "B", "C", "D", "E", "F" and "G" referred to in this Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project printed on pages 47394 through 47400 of this *Journal*.]

[Appendix D referred to in this Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project printed on pages 47433 through 47447 of this *Journal*.]

Appendices A, B, C and E referred to in this Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project read as follows:

*Appendix A.*  
(To Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan And Project)

*Fullerton/Milwaukee Redevelopment Plan  
And Project Eligibility Study.*

*Amendment Number 1.*

*October 25, 1999.*

*December 30, 2004 Amendment.*

#### Introduction.

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4-1, et seq., as amended (the "Act"), stipulates specific procedures which must be adhered to in designating a Project Area. A Redevelopment Project Area is defined as:

"... an area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3(a) defines a "conservation area" as:

"... any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 37 years or more. Such an area is not

yet a blighted area, but because of a combination of three or more of the following factors: dilapidation; obsolescence; deterioration, illegal use of individual structures; presence of structures below minimum code standards; abandonment; 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; lack of community planning; is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area".

Determination of eligibility of the Fullerton/Milwaukee Redevelopment Project Area (the "Study Area") for tax increment financing is based on a comparison of data gathered through field observation, document and archival research, and information provided by Cook County and the City of Chicago (the "City") against the eligibility criteria set forth in the Act. The eligibility criteria identified as part of the Act are the basis for the evaluation, which incorporates the definitions prepared by the Illinois Department of Revenue in its 1988 T.I.F. Guide, as revised April 6, 1989.

This report summarizes the analyses and findings of the consultants' work, which is the responsibility of T.A.I.. T.A.I. has prepared this report with the understanding that the City would rely on: (i) the findings and conclusions of this report in proceeding with the designation of the Study Area as a Redevelopment Project Area under the Act; and (ii) the fact that T.A.I. has obtained the necessary information to conclude that the Study Area can be designated as a Redevelopment Project Area in compliance with the Act.

The Original Project Area was eligible for designation as a "conservation area" based on the predominance and extent of parcels exhibiting the following characteristics: age, deterioration of buildings and surface improvements, depreciation of physical maintenance, obsolescence, presence of structures below minimum code standards, excessive vacancies, and lack of community planning. Under the Act, at least fifty percent (50%) of the buildings in the Project Area must be thirty-five (35) years of age or more, and three (3) of fourteen (14) listed conservation area factors must be present in and reasonably distributed throughout the Project Area for it to be considered a conservation area. The Project Area is characterized by four (4) of the factors to a major extent and three (3) of the factors to a minor extent. These factors are distributed throughout the Project Area.

#### Description Of The Original Project Area.

The Original Project Area is located approximately five (5) miles northwest of the central business district of Chicago. The Original Project Area encompasses portions of three (3) major corridors: West Armitage Avenue from North Ridgeway Avenue to North Milwaukee Avenue, West Fullerton Avenue from North Kimball

Avenue to North Francisco Avenue and Milwaukee Avenue from West Armitage Avenue to West School Avenue.

The boundaries of the Original Project Area have been carefully established to include those properties that will gain an immediate and substantial benefit from the Redevelopment Plan. The Original Project Area contains seven hundred fifty-five (755) buildings and nine hundred forty-six (946) parcels, and consists of approximately two hundred twenty-six (226) acres within ninety-one (91) legal blocks or portions thereof. Figure 1 delineates the precise boundaries of the Original Project Area.

#### Original Eligibility Findings.

T.A.I., in association with Mann Gin Dubin and Frazier, conducted a field survey of the subject properties in July and August, 1999. Based on an inspection of the improvements and grounds, field notes were taken which recorded the condition of the parcel. Photographs further document the observed conditions. Additional research was conducted at the Cook County Treasurer's Office and the City Building Department.

For the purposes of this study, a factor is considered to be "major" if the factor occurred on a relatively large number of properties, buildings or blocks. Alternatively, a factor which affects a relatively smaller proportion of properties may also be major, if the effects of the factor are highly visible, and exert a significant depressing or blighting effect upon neighboring properties and the entire Project Area. "Minor" factors, while affecting fewer properties than major factors, also exert a negative effect on the Project Area. Overall, the combination of major and minor blighting factors contributes to a blighted appearance and inhibits investment in the Project Area.

For each factor that contributes to the designation of the Original Project Area, a map has been prepared that illustrates the distribution of the factor. The maps represent the blocks in which the consultant team perceives the characteristic to be present to the degree that it represents a significant influence on the character, vitality, and value of properties. In many cases, the majority of parcels in a block exhibit a given characteristic, but in no case are less than fifteen percent (15%) of the parcels characterized by the factor in question. Recognizing that it is not necessary for every parcel in a block to exhibit a factor in order for that factor to be significant, the fifteen percent (15%) level represents a threshold at which it is likely that a parcel is not more than two (2) properties away from a parcel which exhibits the characteristic and the factor is perceivable as significant to the extent that the effects of that factor become noticeable and may affect investment decisions.

#### Age Of Buildings.

The characteristic of age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a rule, older buildings or improvements typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature and moisture. Additionally, older buildings tend not to be well suited for modern-day uses because of contemporary space and development standards.

Based on the observed style and construction methods of the buildings within the Project Area, six hundred thirty-eight (638) of seven hundred fifty-five (755) buildings (eighty-five percent (85%)) are more than thirty-five (35) years old. Age is also widely distributed throughout the area. At least one building characterized by age can be found on eighty-four (84) of ninety-one (91) blocks (ninety-two percent (92%)), and at least half ( $\frac{1}{2}$ ) the buildings are characterized by age on seventy-seven (77) blocks (eighty-five percent (85%)). Figure 2 illustrates the eighty-four (84) of ninety-one (91) blocks on which at least fifteen percent (15%) of the buildings are more than thirty-five (35) years of age. As required, more than fifty percent (50%) of the structures within the Project Area are more than thirty-five (35) years of age. Age is therefore a major contributing factor in the designation of the Project Area as a conservation area.

#### Dilapidation.

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure and foundation), building systems (heating, ventilation, lighting and plumbing), and secondary structural components in such combination and extent that: (i) major repair is required or; (ii) the defects are so serious and extensive that the buildings must be removed.

The exterior survey conducted by T.A.I. did not find any structures which are characterized by this extreme physical state. Dilapidation is not a contributing factor toward the designation as a conservation area.

#### Deterioration.

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

#### Deterioration Of Buildings.

Buildings in a state of deterioration exhibit defects which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, et cetera), and major defects in primary building components (e.g., foundations, frames, roofs, et cetera), respectively.

Deterioration occurs in one hundred thirty-five (135) of seven hundred fifty-five (755) buildings (eighteen percent (18%)) in the Project Area, meaning that one (1) in five (5) buildings contain defects that cannot be corrected with normal maintenance. Such buildings create a visible environment of deterioration throughout the Project Area, causing owners of other nearby properties to be less inclined to invest in their own buildings. Thus, the effects of deterioration can become magnified beyond those buildings identified in the eligibility survey. This effect is widespread throughout the Project Area; deteriorated buildings are found on fifty-three (53) of ninety-one (91) blocks (fifty-eight percent (58%)). Figure 3 illustrates those blocks on which fifteen percent (15%) or more of the buildings are in a deteriorated state; thirty-six (36) of ninety-one (91) blocks meet this standard.

#### Deterioration Of Surface Improvements.

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration through surface cracking, crumbling, potholes, depressions, loose paving materials, and weeds protruding through the surface.

Deteriorated surface improvements can be identified on thirteen (13) of nine hundred forty-six (946) parcels (fourteen percent (14%)). Thirteen (13) of ninety-one (91) blocks (fourteen percent (14%)) show some deteriorated surface improvements. The most significant instances are the improvements associated with the elevated C.T.A. Blue Line, particularly viaducts. Similar to the effect caused by deteriorated buildings, the high visibility of these deteriorated improvements is especially damaging to the ability of the Project Area to attract new investment. Figure 3 illustrates the eight (8) blocks on which at least fifteen percent (15%) of the parcels display deteriorated surface improvements.

Deterioration, both of structures and of surface improvements, occurs throughout the Project Area. More importantly, such deterioration has depressing

effects on investment in neighboring properties, to a much greater extent than the proportion of properties exhibiting this factor might suggest. Therefore, deterioration is a major factor in the designation of the Project Area as a conservation area.

#### Depreciation Of Physical Maintenance.

This factor considers the effects of deferred maintenance and the lack of maintenance of buildings, improvements and grounds comprising the proposed redevelopment area. Evidence to show the presence of this factor in buildings may include, but is not limited to, the following: unpainted or unfinished surfaces; paint peeling; loose or missing materials; sagging or bowing walls, floors, roofs, and porches; cracks; broken windows; loose gutters and downspouts; and loose or missing shingles; and damaged building areas still in disrepair.

Of seven hundred fifty-five (755) buildings in the Project Area, four hundred fifty-three (453) (sixty percent (60%)) are characterized by depreciation of physical maintenance. Three (3) out of five (5) buildings are not being properly maintained, which, in addition to leading to blight on the subject property, also reduces the incentive for neighboring property owners to maintain their own property. Eighty-two (82) of ninety-one (91) blocks (ninety percent (90%)) contain at least one (1) building on which depreciation of physical maintenance can be identified. As seen in Figure 4, eighty-two (82) blocks contain this factor on more than fifteen percent (15%) of the properties within the block. Given the extent of this characteristic throughout the Project Area, depreciation of physical maintenance is a major factor in the designation of the Project Area as a conservation area.

#### Obsolescence.

According to Illinois Department of Revenue definitions, an obsolete building or improvement is one which is becoming obsolete or going out of use -- not entirely disused, but gradually becoming so. Thus, obsolescence is the condition or process of falling into disuse.

Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and other site improvements evidencing such obsolescence. Examples include the following sub-categories:

##### Functional Obsolescence.

Structures are typically built for specific uses or purposes and their design, location, height and space arrangement are each intended for a specific occupancy at a given time. Buildings are obsolete when they contain

characteristics or deficiencies which limit the re-use and marketability of such buildings. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor or out-dated design or layout, improper orientation of building on site, et cetera, which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

Site improvements, including sewer and waterlines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, et cetera.

#### Obsolete Platting.

Obsolete platting would include parcels of limited or narrow size and configuration or parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements. Platting that created inadequate right-of-way widths for streets, alleys and other public rights-of-way or which omitted easements for public utilities, should also be considered obsolete.

The Project Area shows a significant degree of all three (3) types of obsolescence. sixty-six (66) of nine hundred forty-six (946) parcels (seven percent (7%)) contain at least one (1) form of obsolescence. This factor is also distributed throughout the Project Area. Nearly one third ( $\frac{1}{3}$ ) of the ninety-one (91) blocks in the Project Area (twenty-five (25) blocks, or twenty-eight percent (28%)) contain a property characterized by (1) one or more varieties of obsolescence. Because obsolescence makes re-use of a building or property difficult or costly, the motivation to invest is diminished by the presence of this factor. Therefore, obsolescence is a minor factor in the designation of the Project Area. Figure 5 identifies the nineteen (19) blocks on which at least fifteen percent (15%) of parcels contain some form of obsolescence.

#### Illegal Use Of Individual Structures.

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- illegal home occupations;



- conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- uses in violation of national, state or local environmental and occupational safety and health regulations;
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

The exterior field survey conducted by Teska Associates found nine (9) of nine hundred forty-nine (946) properties (one percent (1%)) which appear to contain illegal uses. While important to the individual properties, the infrequent occurrence of this factor suggests that illegal uses are not a major factor in the designation of the Project Area.

#### Presence Of Structures Below Minimum Code Standards.

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which presume to threaten health and safety.

A search of building code violations between January, 1994, and August, 1999 found that four hundred fifty-one (451) code violations have been cited in the Project Area over this time period. This amounts to approximately one (1) violation for every one and seven-tenths (1.7) properties over the last five (5) years. Further, violations are distributed on sixty-three (63) of ninety-one (91) blocks (sixty-nine percent (69%)). The excessive amount of code violation points to a relative lack of investment, such that many properties are not being maintained even to minimum standards. Figure 6 shows the blocks on which fifteen percent (15%) or more of the properties were cited in the last five (5) years; fifty-nine (59) blocks meet this criteria. Therefore, the presence of structures below minimum code standards makes a major contribution to the designation as a conservation area.

#### Excessive Vacancies.

Establishing the presence of this factor requires the identification, documentation, and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Out of seven hundred fifty-five (755) buildings in the Project Area, seventy-five (75) (ten percent (10%)) are partially or entirely vacant. Vacancies occur on over half of the ninety-one (91) blocks in the Project Area (on forty-seven (47) blocks). The widespread occurrence of vacancies indicates that a substantial portion of the Project Area is underutilized, and the appearance of vacancies exerts a drain upon the vitality of the community. Vacancies therefore make a minor contribution toward the designation of the Project Area as a conservation area. Figure 7 illustrates the twenty-three (23) blocks (twenty-five percent (25%)) on which fifteen percent (15%) or more of the parcels contain a vacant or partially vacant building.

#### Overcrowding Of Structures And Community Facilities.

Overcrowding of structures refers to the overutilization of private or public structures beyond a reasonable or safe capacity. Conversions from one use to another are the typical cause. Only five (5) properties display overcrowding. Overcrowding is therefore not a major factor in the designation of the Project Area.

#### Lack Of Ventilation, Light Or Sanitary Facilities.

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criterion used for determining the presence of this factor can be found in local codes and ordinances, or in locally adopted national codes such as the Uniform Building Code, Building Officials Code of America (B.O.C.A.), and the Model Housing Code of the American Public Health Association (A.P.H.A.). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees or visitors.

Typical requirements for ventilation, light and sanitary facilities include:

- adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and dust, odor or smoke-producing activity areas;

- adequate natural light and ventilation by means of skylights or windows for interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios;
- adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water, and kitchens; and
- adequate ingress and egress to and from all rooms and units.

Only four (4) properties were identified in the Project Area that were obviously inadequately lit or ventilated. As a result, this factor does not significantly contribute to the eligibility of the Project Area as a whole.

#### Inadequate Utilities.

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service which may be shown to be inadequate. Inadequate utilities would include those which are: (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas; and (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

While the condition of inadequate utilities has not been documented as part of the surveys and analyses undertaken within the Project Area, existing utilities may need to be relocated or upgraded to adequately serve new development. Inadequate utilities is not a major factor in the designation of the Project Area.

#### Excessive Land Coverage.

This factor may be documented by showing all instances where building coverage is excessive. Zoning ordinances commonly contain standards for residential, commercial, and industrial properties which relate floor area to lot area. In residential districts a lower ratio is usually required. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions are presumed to have an adverse or

blighting effect on nearby development. This characteristic is viewed relative to its urban context, common practice and contemporary development standards.

Excessive coverage can be identified on seventeen (17) of nine hundred forty-six (946) properties in the Project Area (two percent (2%)). As a result of this infrequent occurrence, excessive site coverage does not appear as a significant contributor to the blighting of the Project Area, and is therefore not a major factor in the designation of the Project Area.

#### Deleterious Land-Use Or Layout.

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

Thirty-one (31) parcel (three percent (3%)) are characterized by deleterious land-use or layout. These layout poses circulation and safety hazards in the immediate vicinity. However, because this problem occurs on only a limited number of parcels, deleterious land-use and layout is not a major factor in the designation of the Project Area.

#### Lack Of Community Planning.

This may be a significant factor if the proposed Project Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was virtually ignored during the development of the area. This finding may be amplified by evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the blight finding. This may include, but is not limited to, adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The Project Area did develop without the guidance of a community plan. However, in recent years, the Project Area has been the subject of a concerted planning effort by the City and local community organizations. As a result, lack of planning is a minor factor in the designation of the Project Area.

#### Conclusion.

The original Project Area as a whole qualified as a conservation area according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age.
2. Deterioration of buildings and surface improvements.
3. Depreciation of physical maintenance.
4. Obsolescence.
5. Presence of structures below minimum code standards.
6. Excessive vacancies.
7. Lack of community planning.

Each of these factors is present to a significant degree and distributed throughout the Project Area. Further, these factors act in combination with one another, reinforcing the negative affects of the other factors. For example, a property owner may be less likely to invest in maintenance for an obsolete building, which may leads to deterioration, which further inhibits investment. In turn, investment in neighboring properties is inhibited in this environment of decay. Therefore, while not every block exhibits every factor, the combination of the factors throughout the Project Area has significant impact. Due to the negative effect on the public safety and welfare caused by these factors, the Project Area is declared eligible as a conservation area. All of these characteristics point to the need for designation of the Project Area as a conservation area, to be followed by public intervention in order that redevelopment might occur.

#### Description Of The Amendment Area.

The Amendment Area consists of the addition of parcels on two (2) blocks at the intersection of West Belmont Avenue and North Pulaski Road, one (1) block at the southwest corner of Central Park Avenue and Mclean Avenue, and the addition of ten (10) new blocks located adjacent to the boundaries of the Original Project Area. Figure 8 identifies the Original Project Area and the Amendment Area.

The boundaries of the Amendment Area have been carefully established to add properties that will gain an immediate and substantial benefit from inclusion in the Redevelopment Plan. The Amendment Area contains eighty-one (81) buildings and one hundred seventeen (117) parcels, and consists of approximately thirty-one (31) acres within thirteen (13) legal blocks or portions thereof.

#### Amendment Area Eligibility Findings.

T.A.I. conducted a field survey of the subject properties in October 2004. Based

on an inspection of the improvements and grounds, field notes were taken which recorded the condition of the parcel. Photographs further document the observed conditions. Additional research was conducted at the Cook County Treasurer's Office and the City Building Department.

Consistent with the original study, a factor is considered to be "major" if the factor occurred on a relatively large number of properties, buildings or blocks. Alternatively, a factor which affects a relatively smaller proportion of properties may also be major, if the effects of the factor are highly visible, and exert a significant depressing or blighting effect upon neighboring properties. "Minor" factors, while affecting fewer properties than major factors, also exert a negative effect on the Amendment Area. Overall, the combination of major and minor blighting factors contributes to a blighted appearance and inhibits investment in the Amendment Area.

For each factor that contributes to the designation of the Amendment Area, a map has been prepared that illustrates the distribution of the factor. The maps represent the blocks in which the consultant team perceives the characteristic to be present to the degree that it represents a significant influence on the character, vitality and value of properties. Consistent with the original study a block is said to exhibit a given eligibility characteristic when a majority of parcels in a block exhibit the characteristic. In no case is a block said to exhibit a characteristic if less than fifteen percent (15%) of the parcels are characterized by the factor in question. Recognizing that it is not necessary for every parcel in a block to exhibit a factor in order for that factor to be significant, the fifteen percent (15%) level represents a threshold at which it is likely that a parcel is not more than two (2) properties away from a parcel which exhibits the characteristic, and the factor is perceivable as significant to the extent that the effects of that factor become noticeable and may affect investment decisions.

#### Age Of Buildings.

The characteristic of age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a rule, older buildings or improvements typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature and moisture. Additionally, older buildings tend not to be well suited for modern-day uses because of contemporary space and development standards.

Based on the observed style and construction methods of the buildings within the Amendment Area and information provided by the Cook County Assessor's Office, seventy-four (74) of eighty-one (81) buildings (ninety-one percent (91%)) are more than thirty-five (35) years old. Age is also widely distributed throughout the area.

At least one (1) building characterized by age can be found on eight (8) of the thirteen (13) Amendment Area blocks (sixty-two percent (62%)), and at least half (½) the buildings are characterized by age on those eight (8) blocks. Figure 9 illustrates the eight (8) of thirteen (13) Amendment Area blocks on which at least fifty percent (50%) of the buildings are more than thirty-five (35) years of age. As required, more than fifty percent (50%) of the structures within the Amendment Area are more than thirty-five (35) years of age. Age is therefore a major contributing factor in the designation of the Project Area as a conservation area.

#### Dilapidation.

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure and foundation), building systems (heating, ventilation, lighting and plumbing), and secondary structural components in such combination and extent that: (i) major repair is required or; (ii) the defects are so serious and extensive that the buildings must be removed.

The exterior survey conducted by T.A.I. did not find any structures which are characterized by this extreme physical state. Dilapidation is not a contributing factor toward the designation as a conservation area.

#### Obsolescence.

According to the Act, an obsolete building or improvement is one which is in the condition or process of falling into disuse. The structures and/or site conditions have become ill suited for the original use. Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and other site improvements exhibiting conditions of falling into disuse. The following identify more specific sub-categories of obsolescence.

#### Functional Obsolescence.

Structures are typically built for specific uses or purposes with design, location, height and space arrangement are each intended for a specific occupancy at a given time. Buildings are obsolete when they contain characteristics or deficiencies which limit the re-use and marketability of such buildings. The characteristics may include loss in value to a property resulting from an inherent deficiency existing

from poor or out-dated design or layout, improper orientation of building on site, et cetera, which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

#### Obsolete Site Improvements.

Site improvements, including sewer and waterlines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, et cetera, may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, et cetera.

#### Obsolete Platting.

Obsolete platting would include parcels of limited or narrow size and configuration or parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements. Platting that created inadequate right-of-way widths for streets, alleys and other public rights-of-way or which omitted easements for public utilities, should also be considered obsolete.

The Amendment Area shows some signs of functional obsolescence and obsolete site improvements at the locations of the light industrial buildings. While some continue to function, they function below capacity given the attempts to either adapt the structures to office use or adapt the sites to accommodate necessary storage or loading areas. Eleven (11) of one hundred seventeen (117) parcels (nine percent (9%)) contain at least one (1) form of obsolescence. This factor is also distributed throughout the Project Area. Three (3) of the thirteen (13) blocks in the Amendment Area (twenty-three percent (23%)) contain a property characterized by one (1) or more varieties of obsolescence. Because obsolescence makes re-use of a building or property difficult or costly, the motivation to invest is diminished by the presence of this factor. Therefore, obsolescence is a minor factor in the designation of the Project Area. Figure 10 identifies the three (3) blocks on which at least fifteen percent (15%) of parcels contain some form of obsolescence.

#### Deterioration.

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



### Deterioration Of Buildings.

Buildings in a state of deterioration exhibit defects which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, et cetera), and major defects in primary building components (e.g., foundations, frames, roofs, et cetera), respectively.

Deterioration occurs in twelve (12) of eighty-one (81) buildings (fifteen percent (15%)) in the Project Area contain defects that cannot be corrected with normal maintenance. Such buildings create a visible environment of deterioration throughout the Project Area, causing owners of other nearby properties to be less inclined to invest in their own buildings. Thus, the effects of deterioration can become magnified beyond those buildings identified in the eligibility survey. This effect is widespread throughout the Project Area; deteriorated buildings are found on five (5) of thirteen (13) blocks (thirty-eight percent (38%)). Figure 11 illustrates those blocks on which fifteen percent (15%) or more of the buildings are in a deteriorated state; five (5) of thirteen (13) blocks meet this standard.

### Deterioration Of Site Improvements.

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration through surface cracking, crumbling, potholes, depressions, loose paving materials and weeds protruding through the surface.

Deteriorated surface improvements can be identified on fifty-six (56) of one hundred seventeen (117) parcels (forty-eight percent (48%)). Twelve (12) of thirteen (13) blocks (ninety-two percent (92%)) show some deteriorated surface improvements. Figure 11 illustrates the twelve (12) blocks on which at least fifteen percent (15%) of the parcels display deteriorated surface improvements.

Deterioration, both of structures and of surface improvements, occurs throughout the Amendment Area. More importantly, such deterioration has depressing effects on investment in neighboring properties, to a much greater extent than the proportion of properties exhibiting this factor might suggest. Therefore, deterioration is a major factor in the designation of the Amendment Area as a conservation area.

#### Presence Of Structures Below Minimum Code Standards.

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which presume to threaten health and safety.

The exterior field survey conducted by T.A.I. did not identify any buildings below code. Given the lack of this characteristic throughout the Project Area, this factor does not contribute to the status of the Amendment Area as a conservation area.

#### Illegal Use Of Individual Structures.

This factor applies to the use of structures in violation of applicable national, state or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- illegal Home Occupations;
- conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- uses in violation of national, state or local environmental and occupational safety and health regulations;
- uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

The exterior field survey did not identify any building being characterized by an illegal use. This factor does not significantly contribute to the status of the Amendment Area as a conservation area.

#### Excessive Vacancies.

Establishing the presence of this factor requires the identification, documentation,

and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Out of eighty-one (81) buildings in the Amendment Area, seventeen (17) (twenty-one percent (21%)) are partially or entirely vacant. Vacancies occur on over half ( $\frac{1}{2}$ ) of the thirteen (13) blocks in the Amendment Area (on seven (7) blocks). The widespread occurrence of vacancies indicates that a substantial portion of the Amendment Area is underutilized, and the appearance of vacancies exerts a drain upon the vitality of the community. Vacancies therefore make a major contribution toward the designation of the Amendment Area as a conservation area. Figure 12 illustrates the seven (7) blocks (fifty-four percent (54%)) on which fifteen (15%) or more of the parcels contain a vacant or partially vacant building.

#### Lack Of Ventilation, Light Or Sanitary Facilities.

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criterion used for determining the presence of this factor can be found in City of Chicago municipal codes and ordinances, or in locally adopted national codes such as the International Building Code, and the Model Housing Code of the American Public Health Association (A.P.H.A.). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees or visitors.

Typical requirements for ventilation, light and sanitary facilities include:

- adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and dust, odor or smoke-producing activity areas;
- adequate natural light and ventilation by means of skylights or windows for interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios;
- adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water and kitchens; and
- adequate ingress and egress to and from all rooms and units.

No properties were identified in the Amendment Area that were obviously inadequately lit or ventilated. As a result, this factor does not significantly contribute to the eligibility of the Amendment Area as a whole.

#### Inadequate Utilities.

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service which may be shown to be inadequate. Inadequate utilities would include those which are: (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas; and (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

While the condition of inadequate utilities has not been documented as part of the surveys and analyses undertaken within the Amendment Area, existing utilities may need to be relocated or upgraded to adequately serve new development. Inadequate utilities is not a major factor in the designation of the Amendment Area.

#### Excessive Land Coverage And Overcrowding Of Structures And Community Facilities.

This factor may be documented by showing all instances where building coverage is excessive. Zoning ordinances commonly contain standards for residential, commercial, and industrial properties which relate floor area to lot area. In residential districts a lower ratio is usually required. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Based on the requirements of the Act, no parcels within the Amendment Area exhibit excessive land coverage resulting in the conditions outlined above.

Overcrowding of structures refers to the overutilization of private or public structures beyond a reasonable or safe capacity. Conversions from one use to another are the typical cause. Based on the exterior field survey conducted by T.A.I. no structures in the Amendment Area exhibit visible overcrowding. This factor is not a major factor in the designation of the Amendment Area.

#### Deleterious Land-Use Or Layout.

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

Only four (4) of the one hundred seventeen (117) Amendment Area parcels three percent (3%) are characterized by deleterious land-use or layout. These layout poses circulation and safety hazards in the immediate vicinity. However, because this problem occurs on only a limited number of parcels, deleterious land-use and layout is not a major factor in the designation of the Amendment Area.

#### Lack Of Community Planning.

This may be a significant factor if the Amendment Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was virtually ignored during the development of the area. This finding may be amplified by evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the blight finding. This may include, but is not limited to, adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The Amendment Area did develop without the guidance of a community plan. However, in recent years, the Amendment Area has been the subject of a concerted planning effort by the City and local community organizations. As a result, lack of planning is a minor factor in the designation of the Amendment Area.

#### Environmental Remediation Cost Impeding Development.

This factor may be documented by determining if any requirements by the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, or any study conducted by a recognized independent expert consultant has resulted in the need to incur remediation costs for a site that have resulted in impeding further site redevelopment. Based on field survey, there do not appear to be any environmental remediation projects required within the Amendment Area. Therefore there could be no costs associated with a remediation project that could impede the redevelopment of a site. This factor does not significantly contribute to the status of the Amendment Area as a conservation area.

Decline Or Minimal Marginal Increase In The Equalized Assessed Value.

This factor can be cited if the total equalized assessed value of the Amendment Area has declined for three (3) of the last five (5) calendar years in which information is available; or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

Year	2003	2002	2001	2000	1999	1998
Total Equalized Assessed Value of the Amendment Area	\$15,251,781	\$12,694,851	\$11,870,751	\$11,422,809	\$10,778,991	\$10,636,643
Percent Change in Amendment Area EAV from prior year	20.14 %	6.94 %	3.92 %	5.97 %	1.34 %	
EAV of the City of Chicago excluding Amendment Area	\$53,160,112,980	\$45,325,068,537	\$41,976,988,278	\$40,475,703,473	\$35,351,184,689	\$33,936,727,106
Percent change in City EAV from prior year	17.29%	7.98 %	3.71 %	14.50 %	4.17 %	
Growth less than City?	No	Yes	No	Yes	Yes	

Source: Cook County Assessor's Office November 2004

Table A-1 represents the most recent data available from the Cook County Assessor's Office as of November 2004. Based on information provided obtained from Cook County regarding the growth rate of equalized assessed value for the whole City over the last five (5) years, the percent change in the E.A.V. for the Amendment Area was less than the percent change for the City of Chicago in the years 1999, 2000 and 2002. Relative to the immediate surroundings, the Amendment Area has not experienced appropriate growth to the tax base or shown evidence of private investment, which increases the value of properties. Based on this evidence, lag in growth of E.A.V. is a major contributing factor to the status of the Amendment Area as a conservation area.

Conclusion.

The Amendment Area qualifies as a conservation area according to the criteria

established by the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age.
2. Obsolescence.
3. Deterioration of buildings and surface improvements.
4. Excessive vacancies.
5. Lack of community planning.
6. Decline of the Amendment Area equalized assessed value at a rate greater than experienced by the remainder of the City for at least three (3) of the last five (5) years.

Each of these factors is present to a significant degree and distributed throughout the Amendment Area. Further, these factors act in combination with one another, reinforcing the negative effects of the other factors. For example, a property owner may be less likely to invest in maintenance for an obsolete building, which may lead to deterioration, which further inhibits investment. In turn, investment in neighboring properties is inhibited in this environment of decay. Therefore, while not every block exhibits every factor, the combination of the factors throughout the Amendment Area has significant impact. Due to the negative effect on the public safety and welfare caused by these factors, the Amendment Area is declared eligible as a conservation area. All of these characteristics point to the need for designation of the Amendment Area as a conservation area, to be followed by public intervention in order that redevelopment might occur.

[Figures A-1 through A-12 referred to in this Amendment Number 1  
to Fullerton/Milwaukee Redevelopment Plan and Project Eligibility  
Study printed on pages 47401 through 47412  
of this *Journal*.]

Figure A.  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan And Project)

Project Area Boundary.

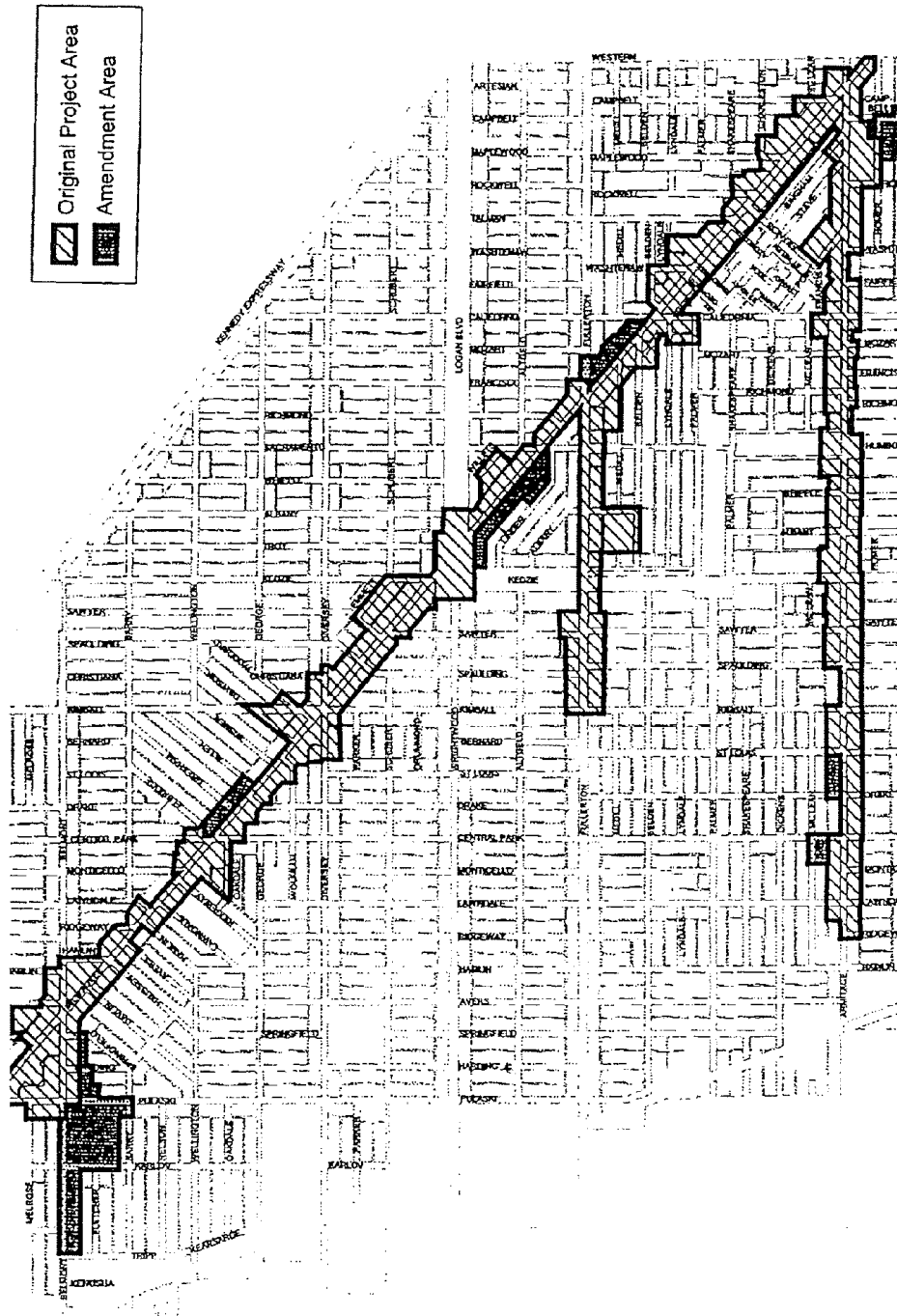




Figure B.  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

Existing Land-Use By Block.

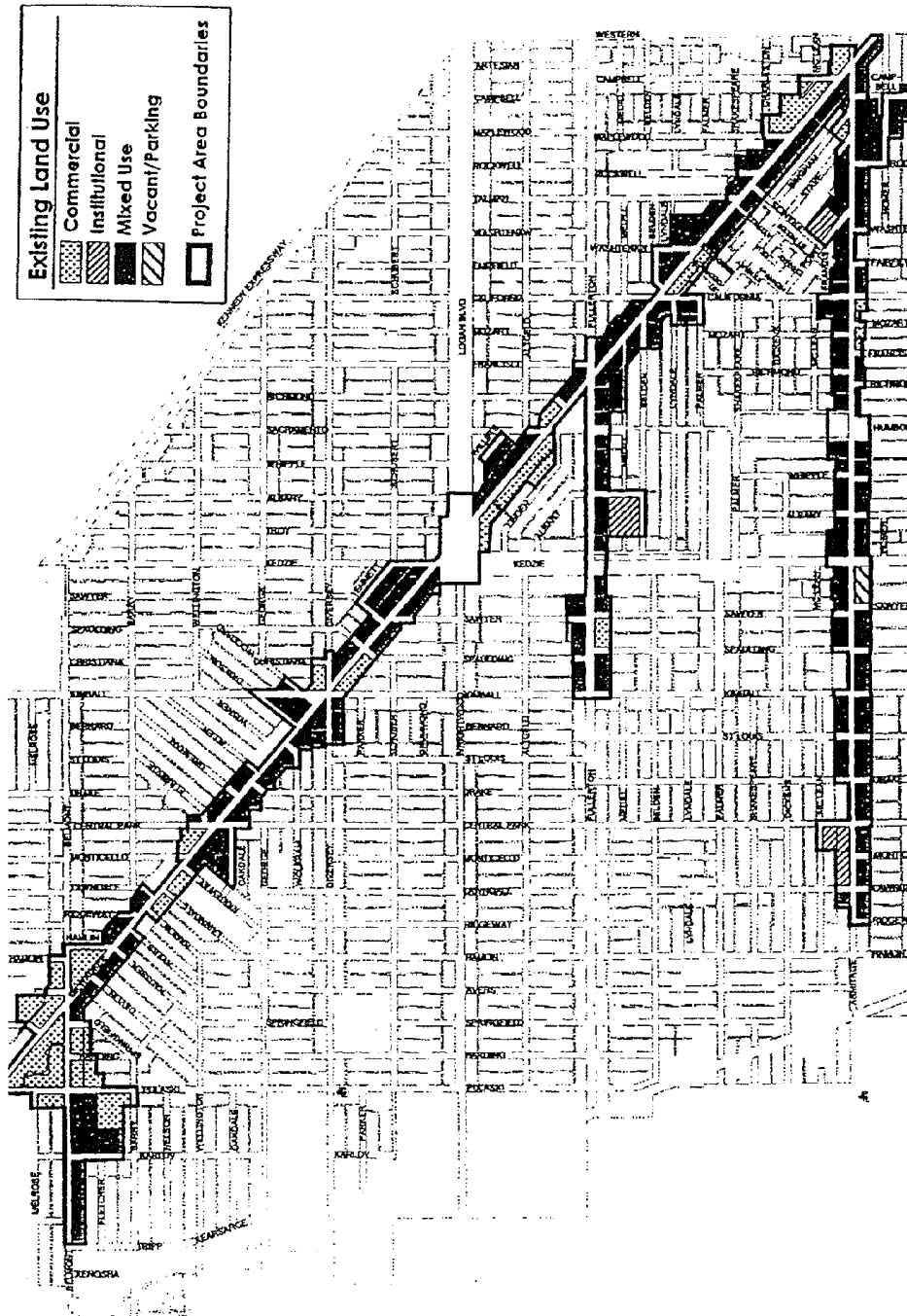


Figure C.  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan)

Public Facilities In The Project Area.

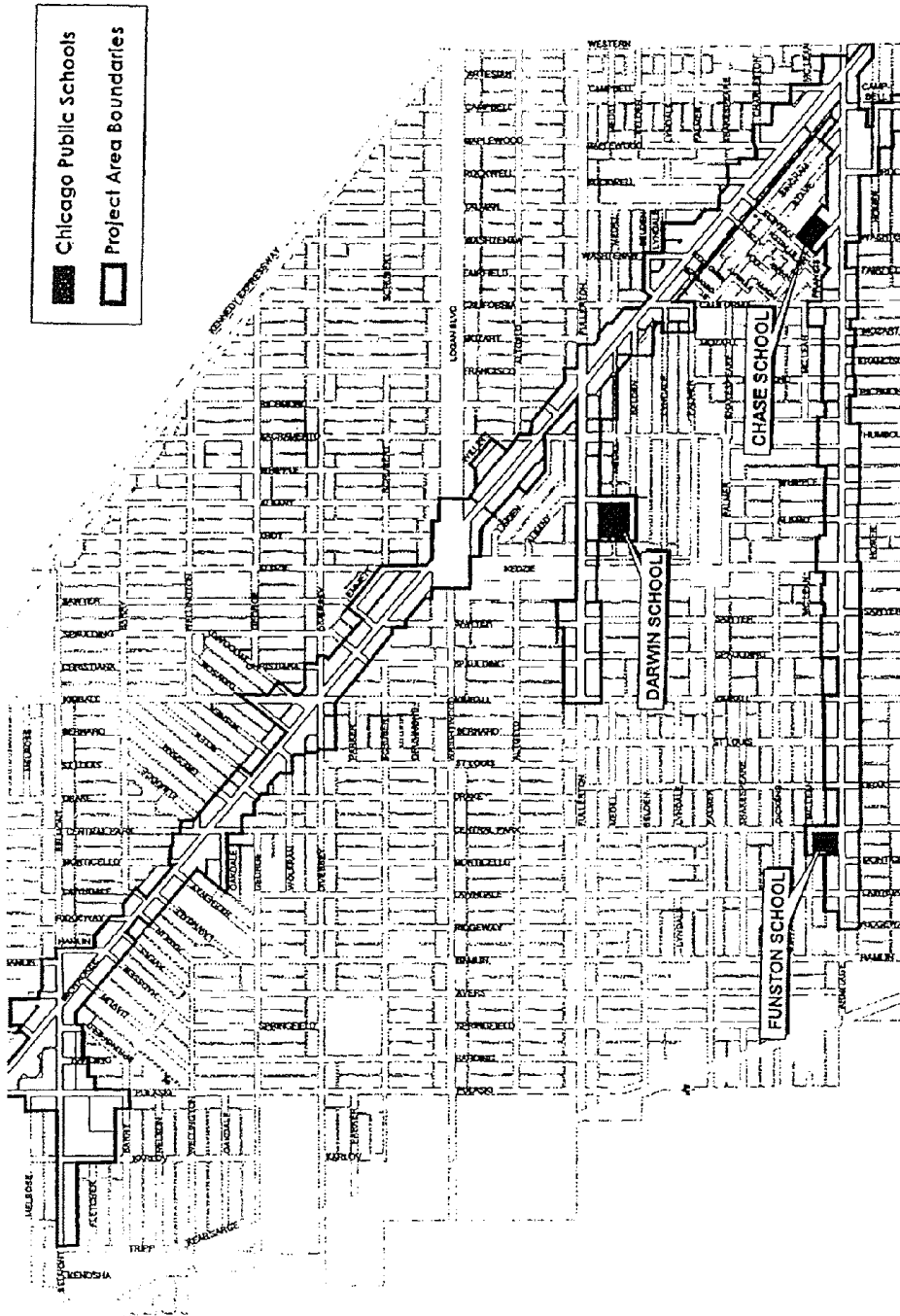


Figure D.  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

Future Land-Use By Block.

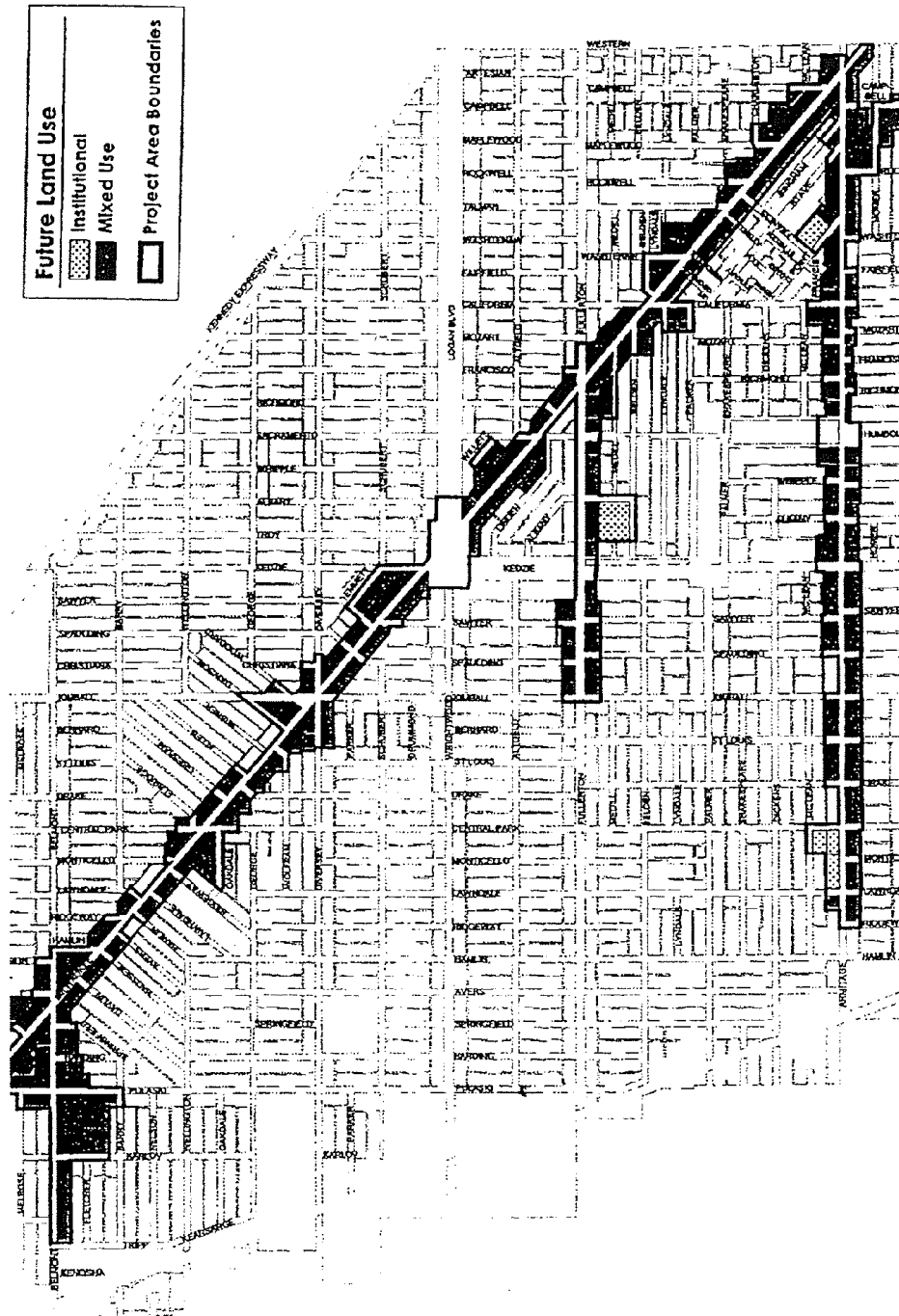


Figure E.  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

*Previously Approved Land Acquisition Overview.*

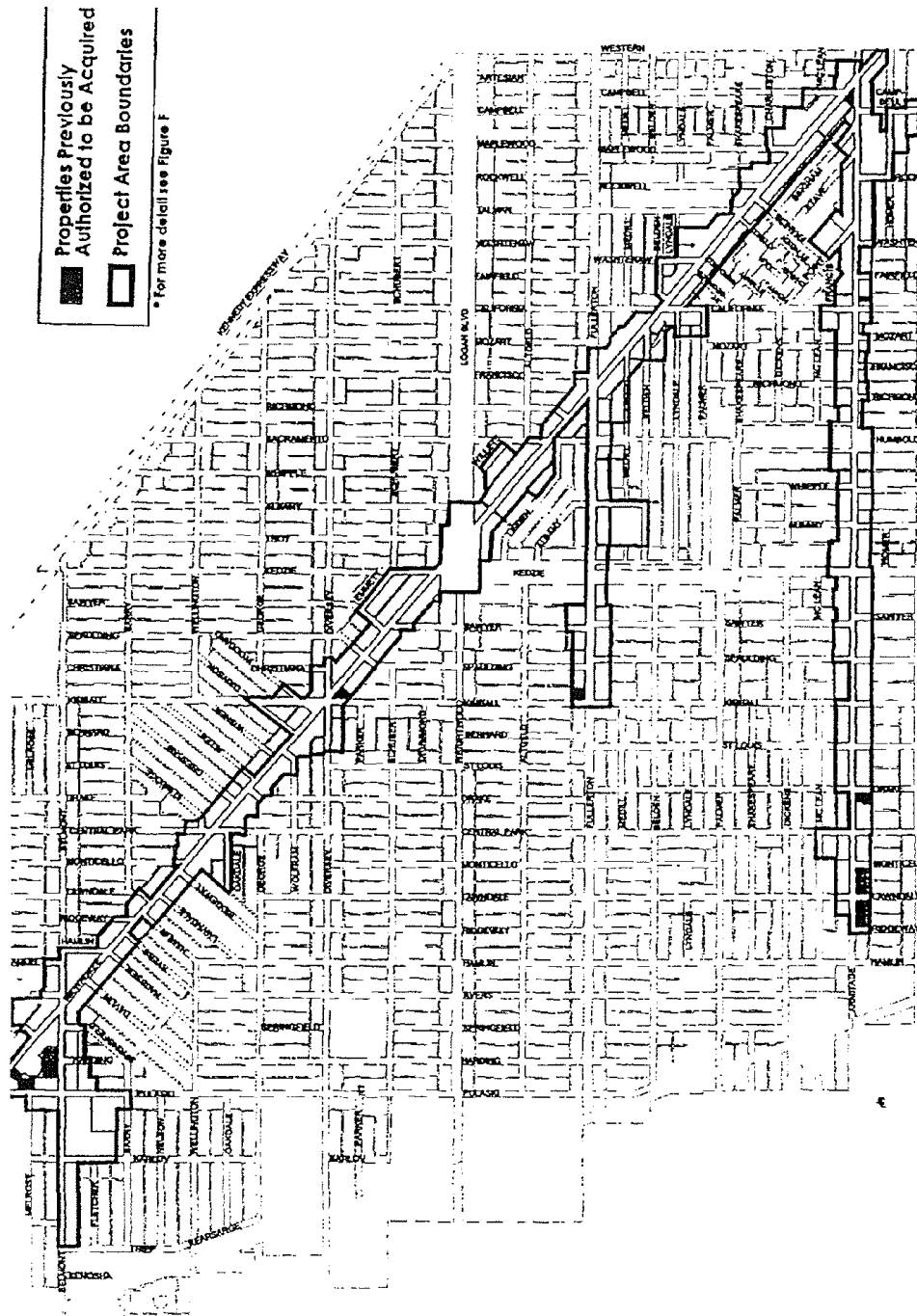
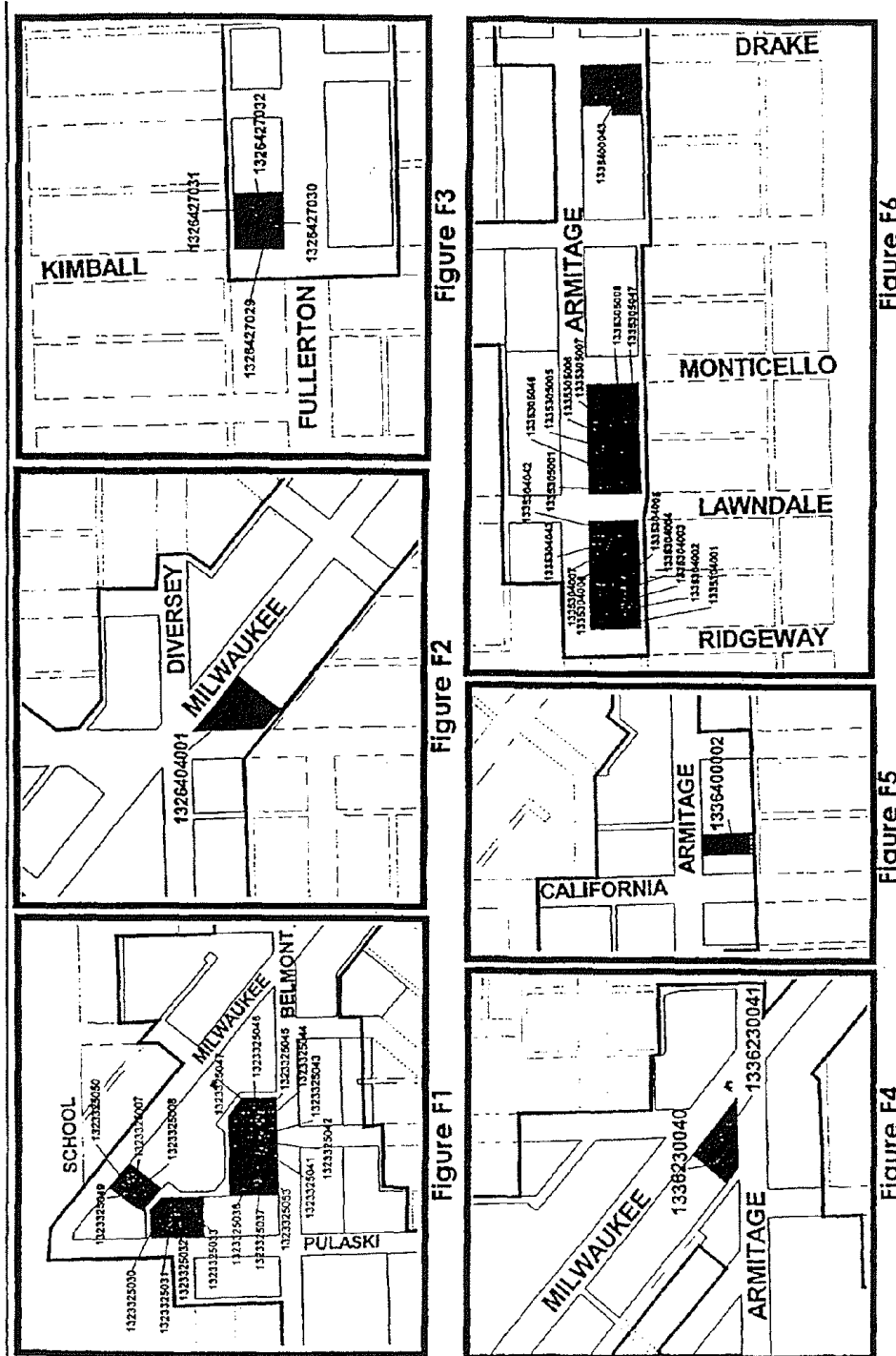


Figure F.

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan And Project)

Previously Approved Land-Acquisition By Block And Permanent Index Number.



*Figure G.*  
 (To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
 Financing Redevelopment Plan And Project)  
*Properties Previously Approved For Acquisition*  
*In Underlying Redevelopment Area Plan.*

**FULLERTON/MILWAUKEE TIF DISTRICT  
 FIGURE G: PROPERTIES PREVIOUSLY APPROVED  
 FOR ACQUISITION IN UNDERLYING  
 REDEVELOPMENT AREA PLAN**

This map indicates those parcels in the Central West RPA that have been identified acquisition in previously adopted underlying Redevelopment Plans. The Central West Redevelopment Area Plan and the Madison-Western Redevelopment Area Plan and subsequent amendments in these plans established city authority to acquire and assemble property. Such acquisition and assembly under that authority is consistent with this TIF Redevelopment Plan. Nothing in this Redevelopment Plan shall be deemed to limit or adversely affect the authority of the City under the Central West Redevelopment Plan or the Madison-Western Redevelopment Plan to acquire and assemble property. Accordingly, incremental property taxes from the Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Central West Redevelopment Area Plan and the Madison-Western Redevelopment Area Plan within the Central West Redevelopment Project Area.

October 22, 1999

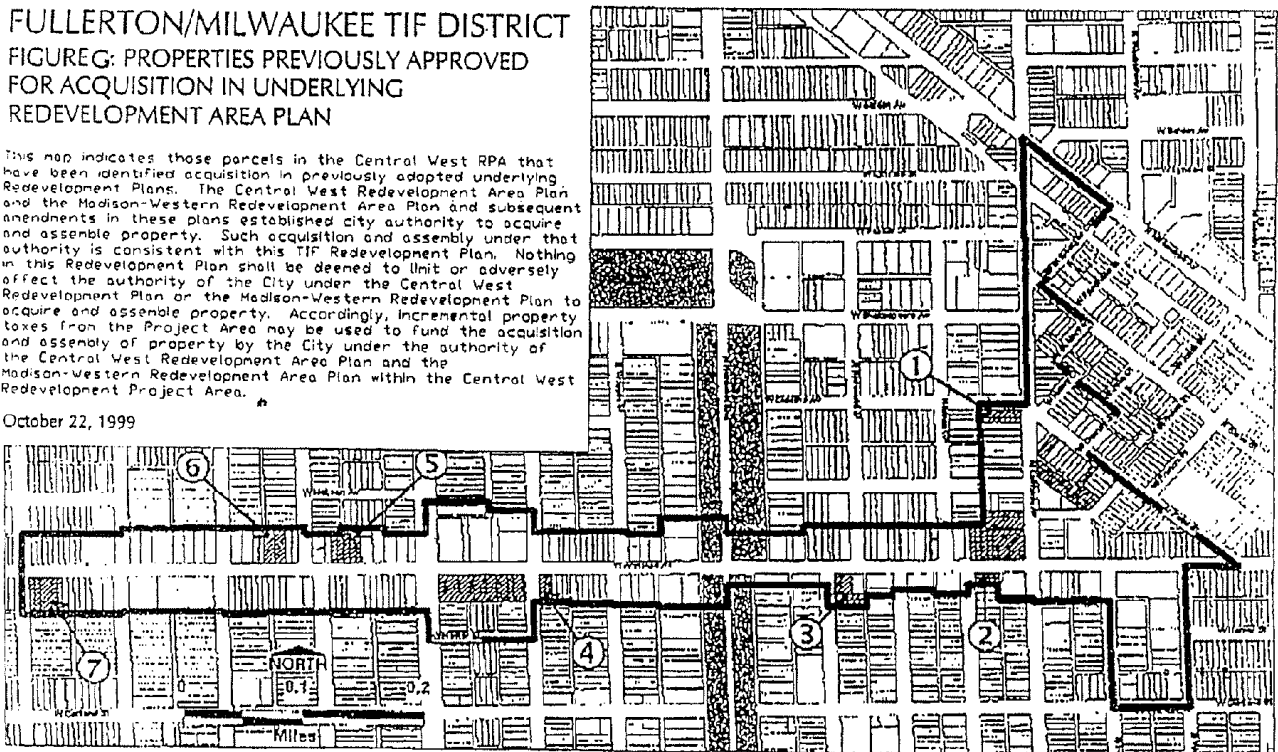


Figure A-1.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Original Project Area Boundaries.*

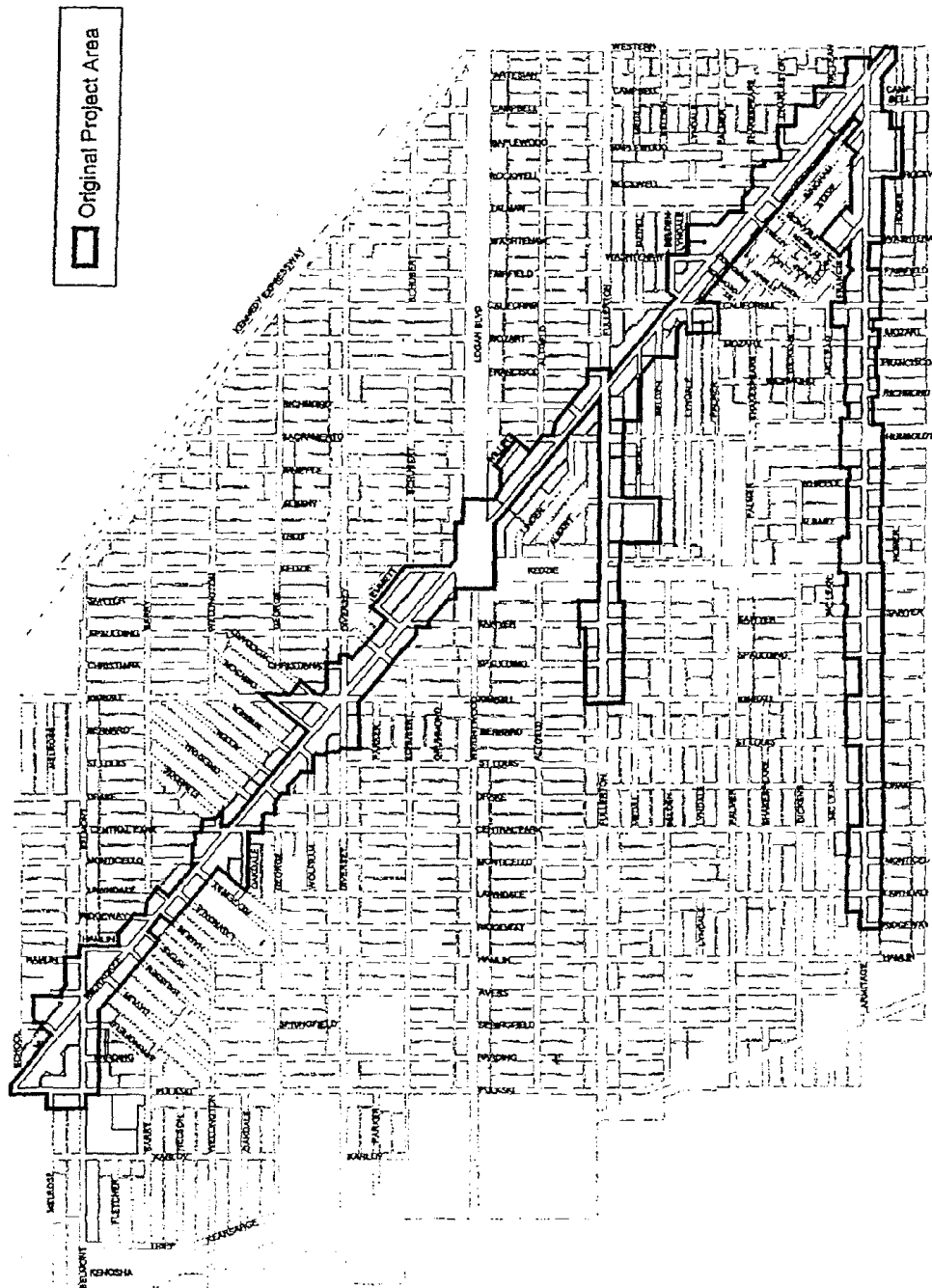


Figure A-2.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Original Project Area Block Exhibiting Age Characteristics.*

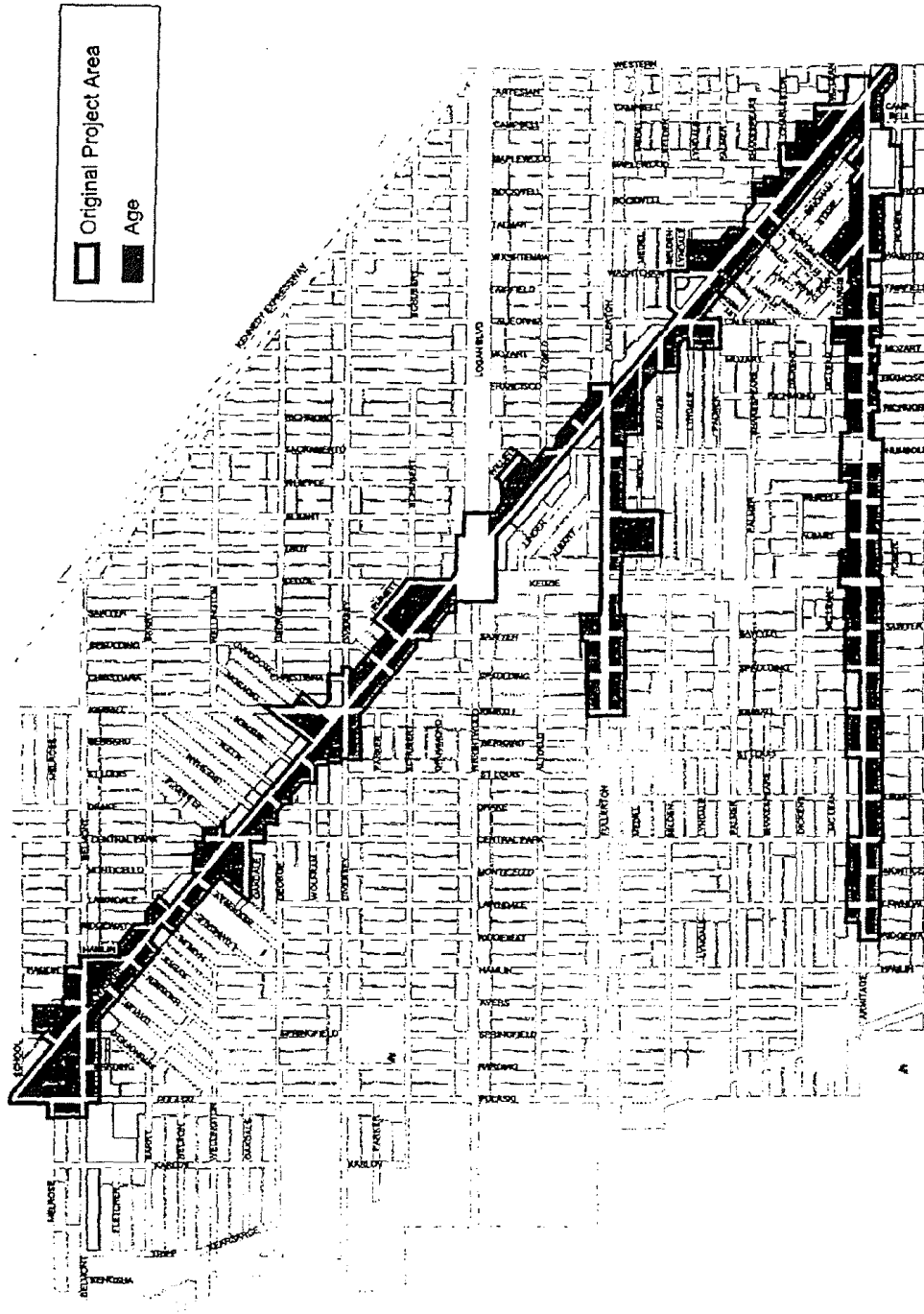




Figure A-3.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Original Project Area Blocks Exhibiting  
Deterioration Characteristics.*

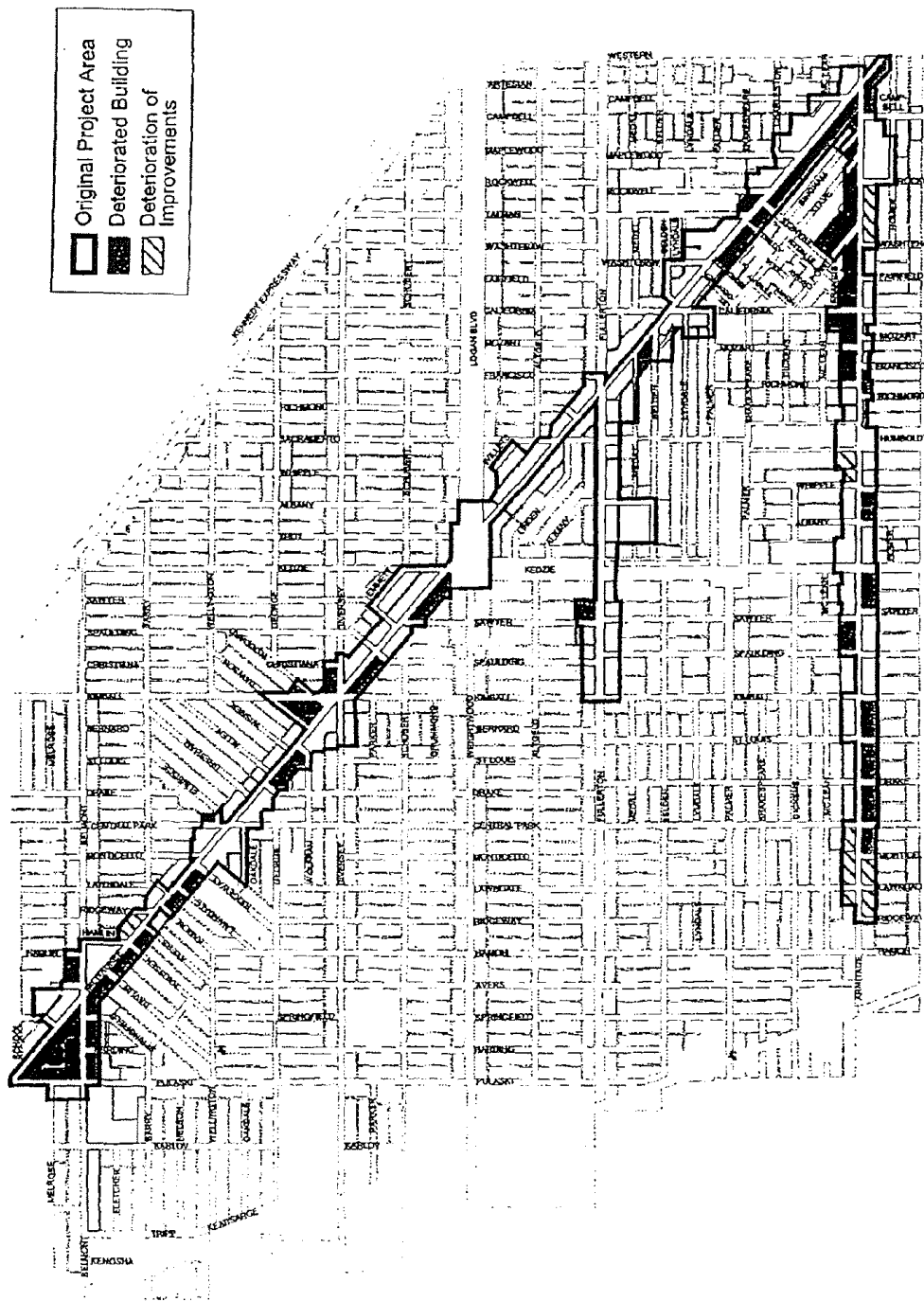


Figure A-4.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Original Project Area Blocks With Depreciation  
Of Physical Maintenance.*

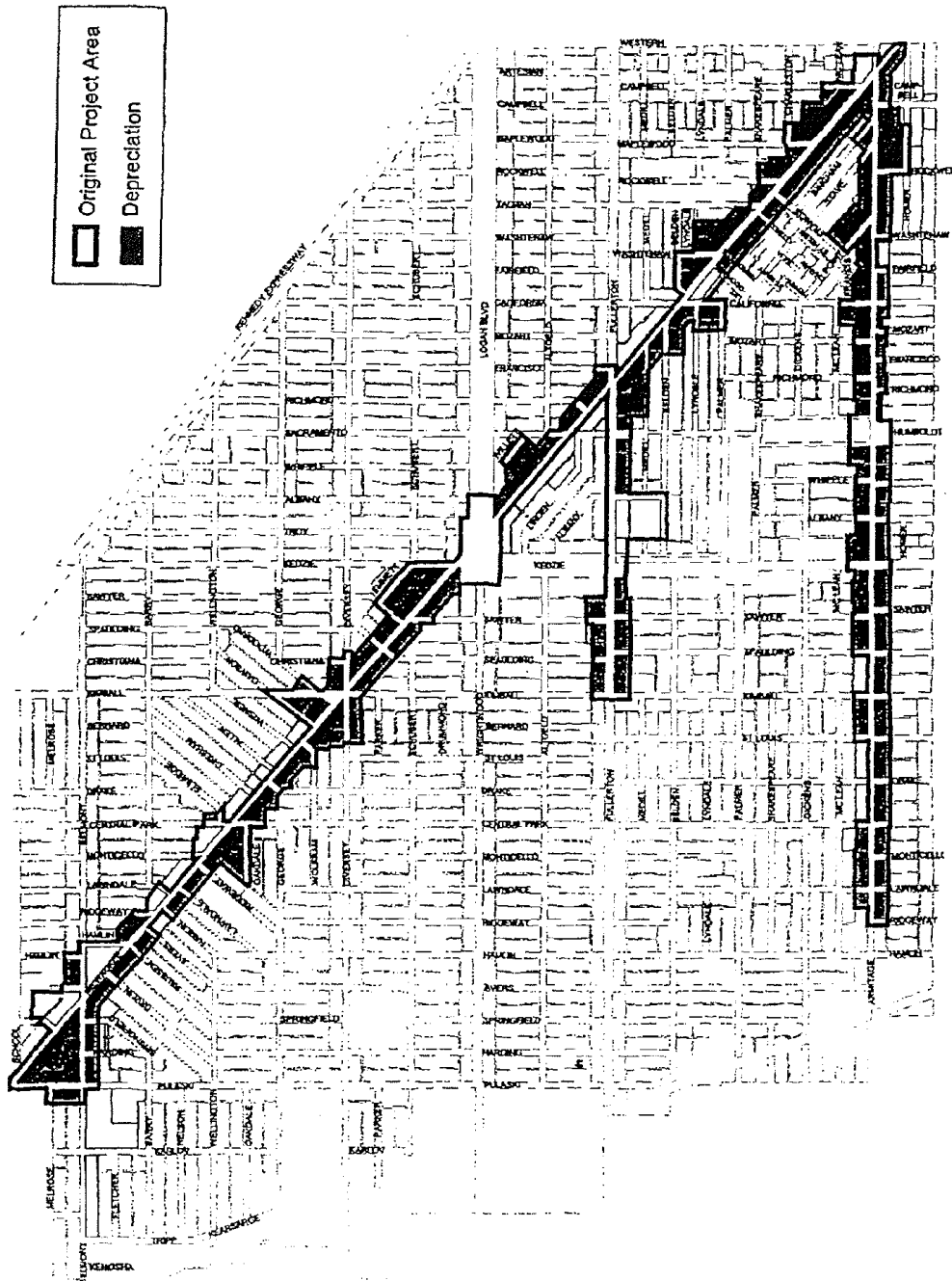






Figure A-7.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Original Project Area Blocks Exhibiting Excessive Vacancies.*

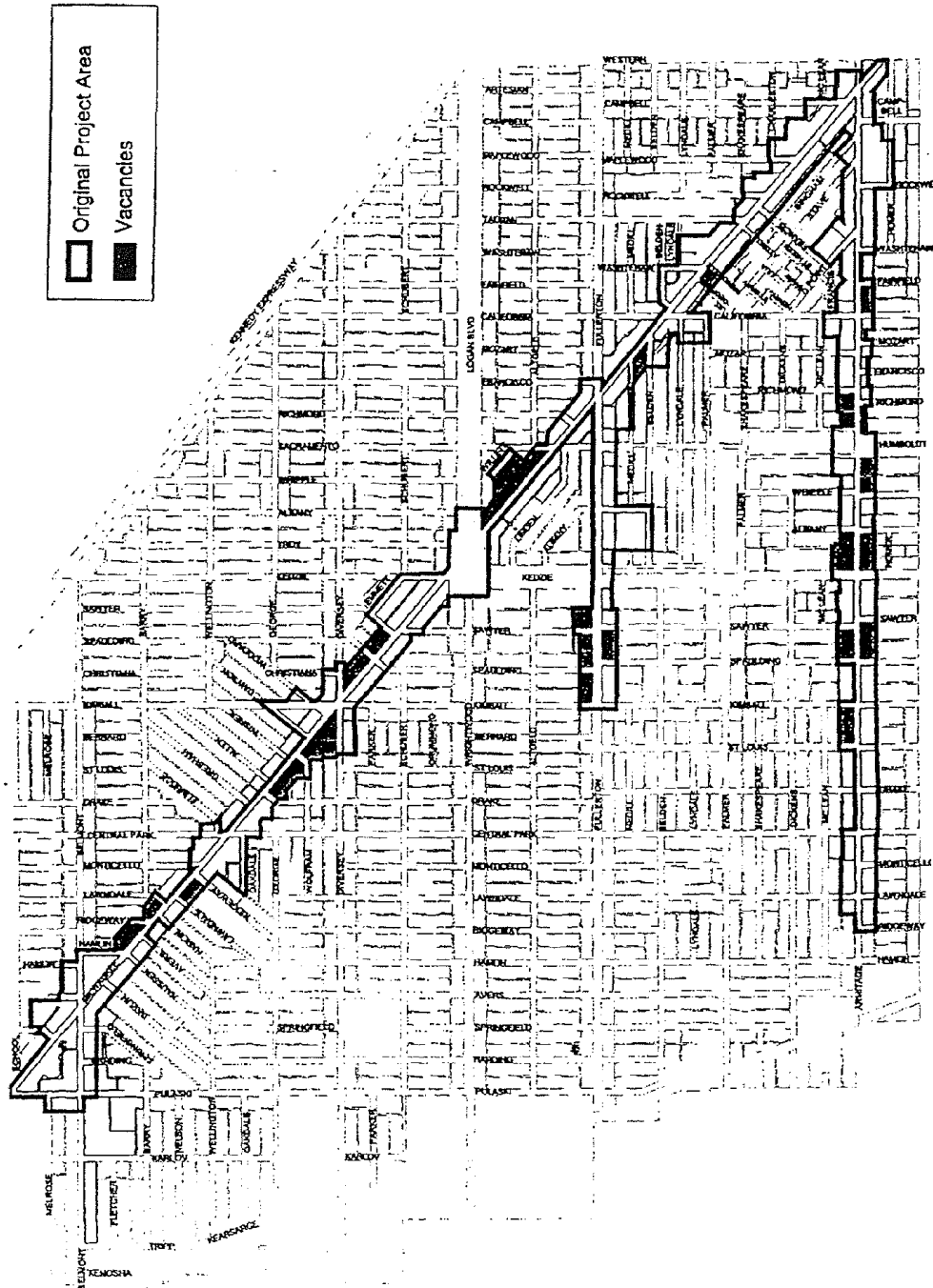


Figure A-8.

(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment Plan And Project Eligibility Study)

Amendment Area Boundaries.

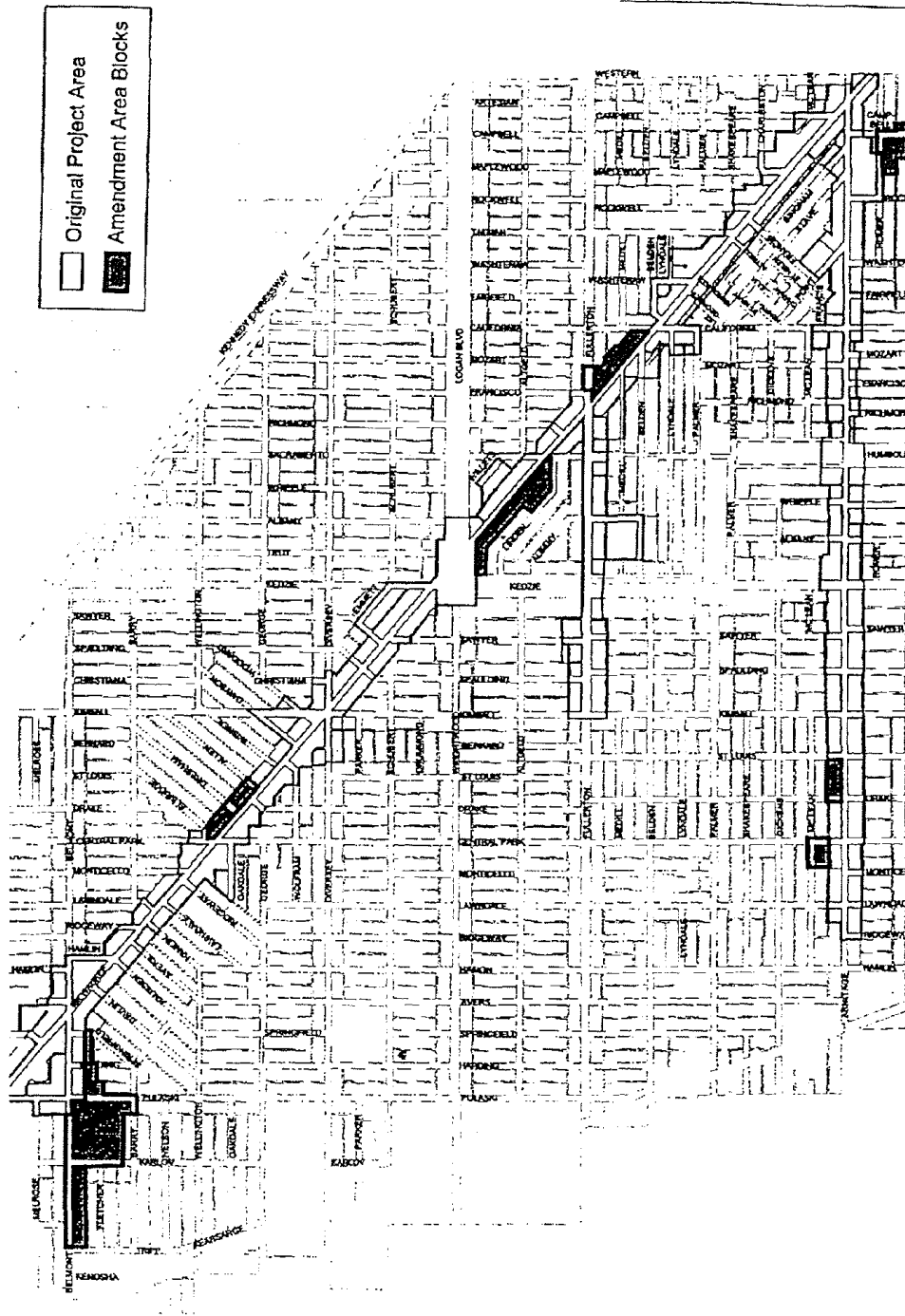


Figure A-9.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Amendment Blocks Exhibiting Age Characteristics.*

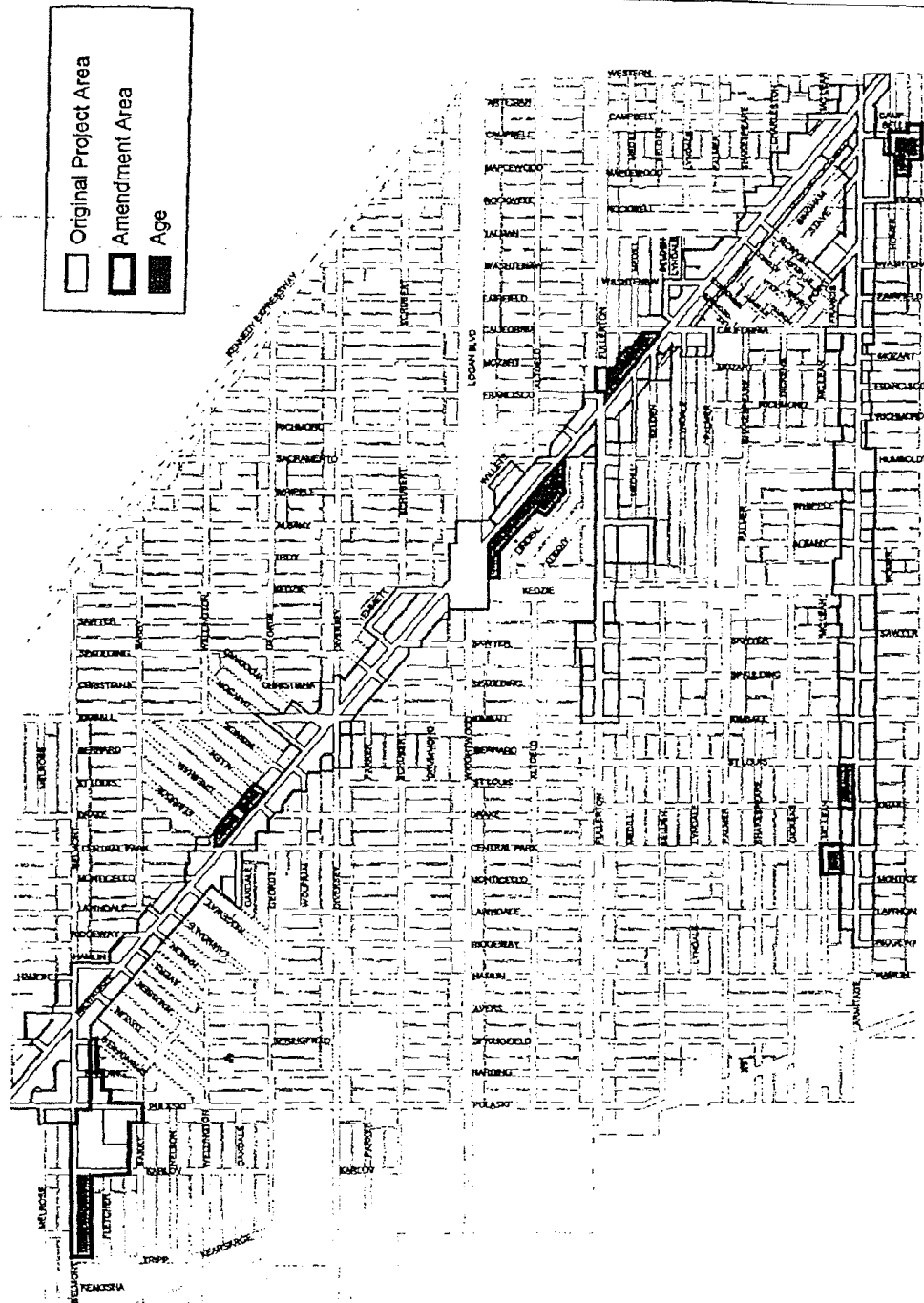


Figure A-10.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

Amendment Blocks With Obsolescence Characteristics.

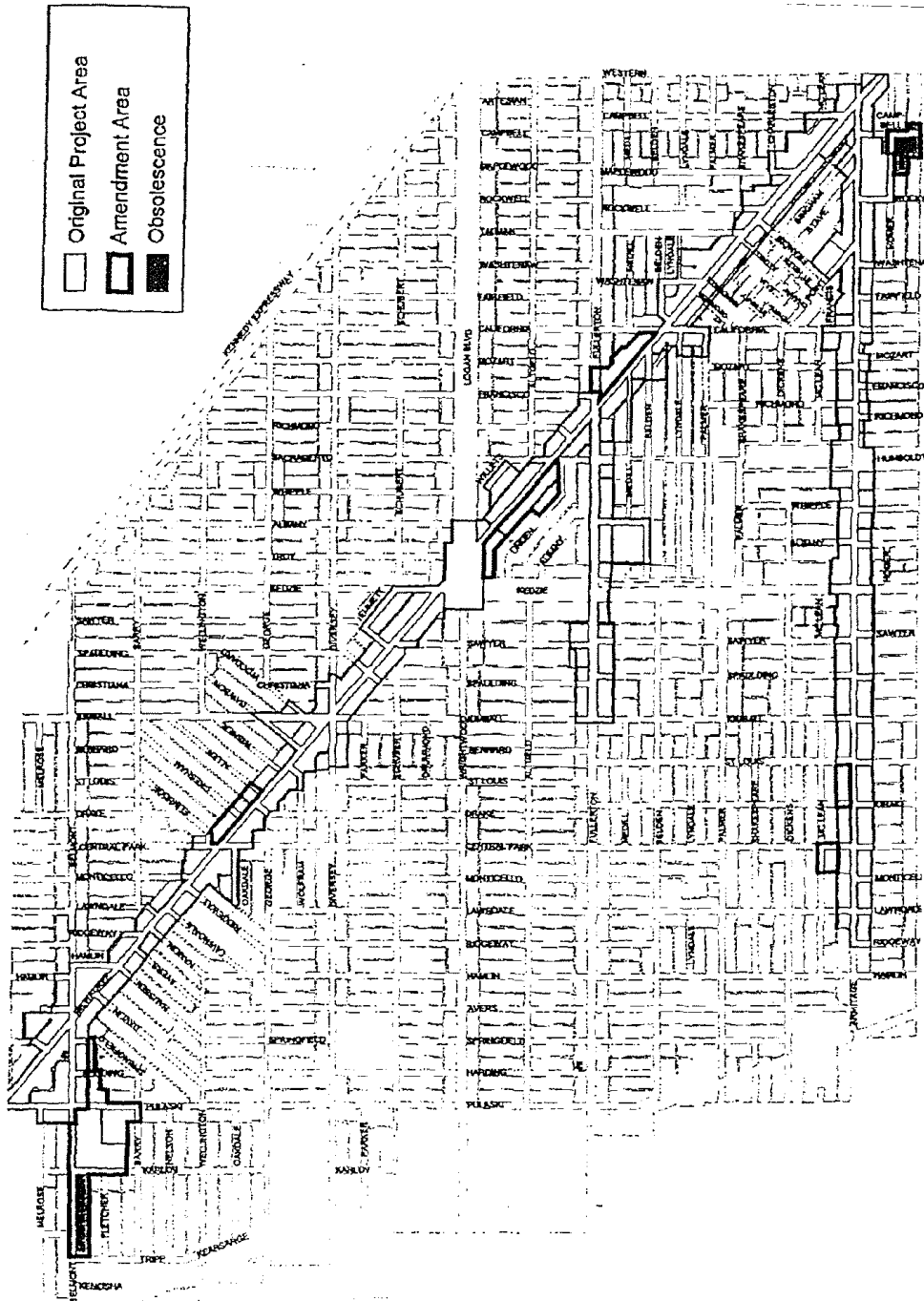




Figure A-11.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Amendment Blocks Exhibiting Deterioration Characteristics.*

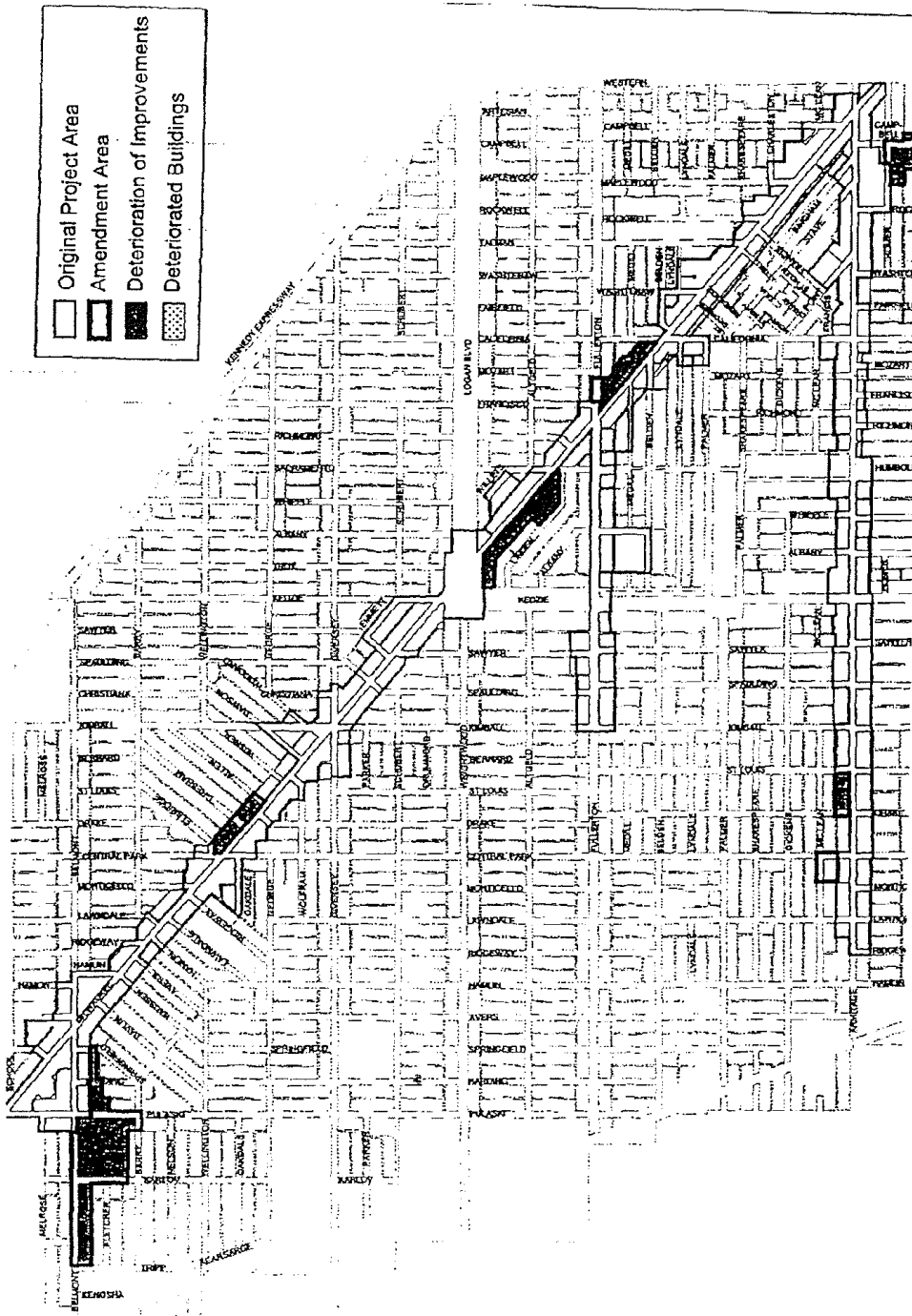
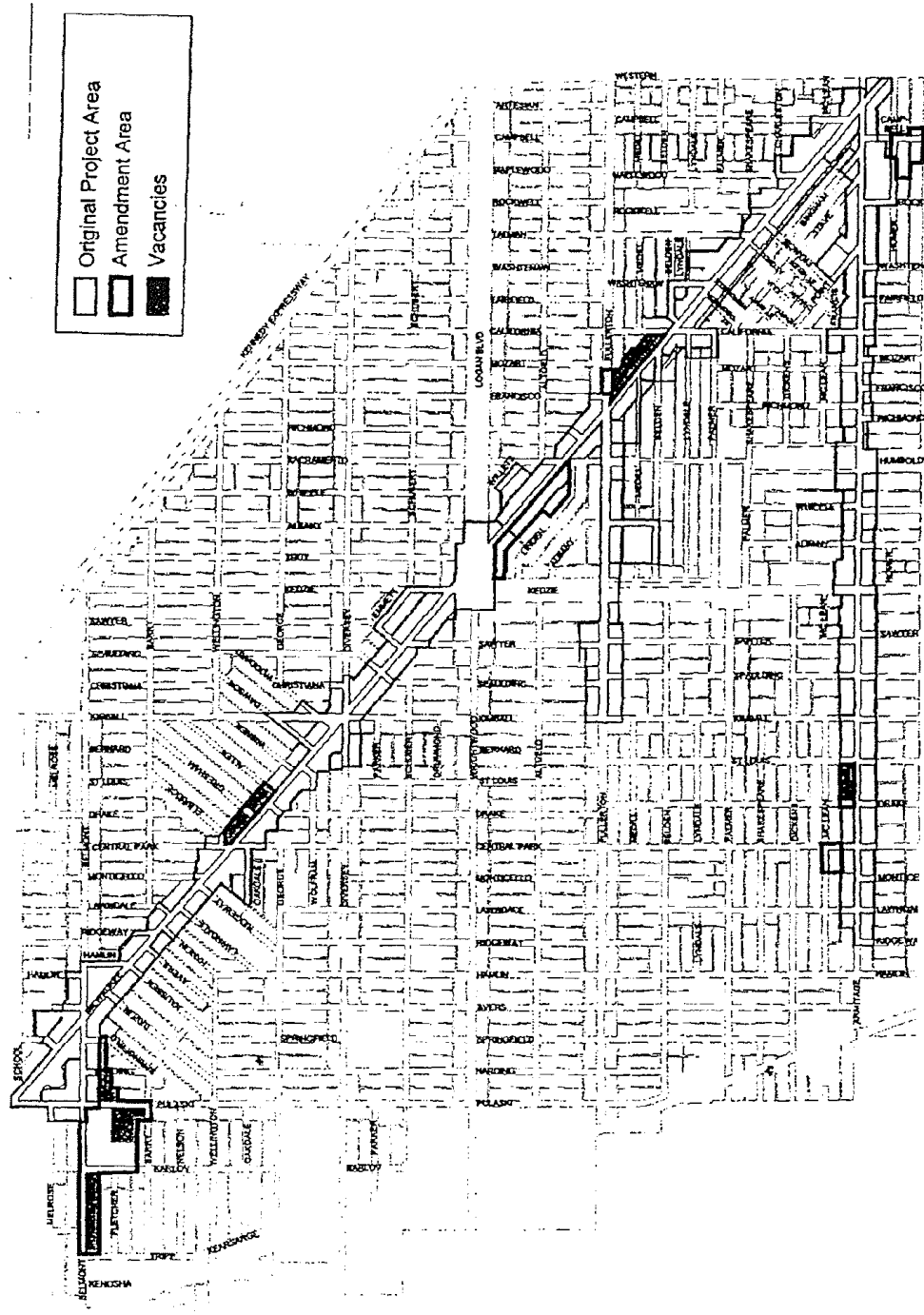


Figure A-12.  
(To Amendment Number 1 To Fullerton/Milwaukee Redevelopment  
Plan And Project Eligibility Study)

*Amendment Blocks Exhibiting Excessive Vacancies.*



*Appendix B.*  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

*Legal Description For Fullerton/Milwaukee T.I.F. District.*

Parcel 1:

That part of Sections 22, 23, 25, 26, 27, 35 and 36, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley, extended west (south of West Belmont Avenue); thence eastward along said centerline of vacated alley 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence eastward 126.1 feet, more or less to the northeast corner of said Lot 11; thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of North Avers Avenue; thence northeasterly along the northwesterly line of said North Avers Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line of said North Milwaukee Avenue to the northwesterly line of North Hamlin Avenue; thence southwesterly along the northwesterly line of said North Hamlin Avenue to the southwesterly line of a 16 foot wide aforesaid public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of another 16 foot wide public alley (southeasterly of North Ridgeway Avenue) said point also being the most easterly corner of Lot 10 in John B. Dawson's Subdivision in the east half of the northwest quarter of said Section 26; thence southwesterly along said northwesterly line of a 16 foot wide public alley to the southwesterly line of West Oakdale Avenue, said point also being the most easterly corner of Lot 22 of aforesaid John B. Dawson's Subdivision; thence southeasterly along the southwesterly line of said West Oakdale Avenue to the northeast corner of Lot 57 in aforesaid John B.

Dawson's Subdivision; thence eastward along the south line of said West Oakdale Avenue to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line (extended west) of a 16 foot public alley south of North Milwaukee Avenue; thence eastward across said North Central Park Avenue along the said extended line to the northwest corner of Lot 47 of Block 1 in Wm. E. Hatterman's Milwaukee Avenue Subdivision in the west half of the northeast quarter of said Section 26; thence eastward along the north line of said Lot 47, 103.65 feet to the northeast corner of said Lot 47; thence southeasterly along the northeasterly line of said Lot 47, 27.1 feet to a bend point in the east line of said Lot 47; thence southward along the east lines of Lots 43, 44, 45, 46 and 47 in Block 1 of said Wm. E. Hatterman's Milwaukee Avenue Subdivision to the north line of Lot 17 extended west in aforesaid Block 1; thence eastward along the said north line of Lot 17 of Block 1, 120.8 feet; thence southeasterly along the northeasterly line of aforesaid Lot 17, 19.2 feet, more or less, to the west line of North Drake Avenue; thence continuing southeasterly along the prolongation of last described course across said North Drake Avenue to the east line of said North Drake Avenue; thence southward along the east line of said North Drake Avenue to the northwest corner of Lot 28 of Block 2 in said Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence eastward along said north line of Lot 28, 76.1 feet; thence southeasterly along the northeasterly lines of Lots 27 and 28 of said Block 2 to the southeast corner of said Lot 27; thence continuing southeasterly along the prolongation of the last described course, said prolongation also being the northeasterly lines of Lots 19 and 20 of said Block 2 to the northeast corner of said Lot 19 of Block 2; thence southward along the east line of said Lot 19 extended south to the south line of West Wolfram Street; thence eastward along said south line of West Wolfram Street to the southwesterly line of a 16 foot wide public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along said southwesterly line of 16 foot wide public alley to the west line of said public alley; thence southward along the west line of said 16 foot wide public alley to the south line of another 16 foot wide public alley north of West Diversey Avenue; thence eastward along the south line of said 16 foot wide public alley to the northeast corner of Lot 27 in Block 3 in aforesaid Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence southward along the east line (extended south) of said Lot 27 in Block 3 to the south line of West Diversey Avenue; thence eastward along the south line of said West Diversey Avenue to the west line of a 14 foot wide public alley (east of North St. Louis Avenue) in the east half of the west half of the southeast quarter of aforementioned Section 26; thence southward along the west line of said 14 foot public alley to the north line extended west of Lot 36 of Block 1 of Story's Milwaukee Avenue Subdivision of the northeast 15 acres of the west half of the southeast quarter of said Section 26; thence eastward along north lines of Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of Block 1 of said Story's Milwaukee Avenue Subdivision to the east line of another 14 foot wide

public alley west of North Kimball Avenue; thence northward along the east line of said 14 foot wide public alley to the northwest corner of Lot 6 of said Block 1 of Story's Milwaukee Avenue Subdivision; thence eastward along the north line of said Lot 6 to the west line of North Kimball Avenue said point also being the northeast corner of said Lot 6 of Block 1 in Story's Milwaukee Avenue Subdivision; thence southward along the west line of said North Kimball Avenue to the northeasterly line of Lot 17 extended northwesterly in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence southeasterly along said extended northeasterly line of Lot 17 to the most northern corner of said Lot 17, said northeasterly line of Lot 17 also being the southwesterly line of a 16 foot wide public alley; thence southeasterly along the southwesterly line of said 16 foot wide public alley extended southeasterly to the northeast corner of Lot 39 in Garrett's Third Logan Square Subdivision of part of Lot 2 in Garrett's Subdivision; thence easterly across North Spaulding Avenue to the southwesterly corner of Lot 2 in Garrett's Subdivision of part of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of said Lot 2 to the north line of Lot 1 in Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision, said point is 120.40 feet east of the northwest corner of Said Lot 1; thence eastward along the north line of said Lot 1 to the west line of North Sawyer Avenue; thence southward along the west line of said North Sawyer Avenue to the south line of the north 5 feet of Lot 5 in aforesaid Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision; thence eastward across said North Sawyer Avenue to the most northern corner of Lot 23 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of a 16 foot wide alley southwesterly of North Milwaukee Avenue to the east line of Lot 4 in the resubdivision of Lots 28 to 30 of Block 3 in Hitt and Others' Subdivision; thence southward along the east line of said Lot 4 extended south to the north line of Lot 1 in Himes and Frank's Resubdivision of Lots 31 and 32 of Block 3 in Hitt and Others' Subdivision; thence eastward along the north line of said Lot 1 to the northeast corner of said Lot 1; thence southward along the east lines of Lots 1, 2, 3, 4, 5 and 6 in aforesaid Himes and Frank's Resubdivision to the southeast corner of said Lot 6; thence continuing southward across West Wrightwood Avenue to the northeast corner of Lot 1 in Kittner's Subdivision of the north half of Lot 1 of Block 6 in Hitt and Others' Subdivision; thence southward along the east lines of Lots 1, 2 and 3 in said Kittner's Subdivision to the southeast corner of said Lot 3 of Kittner's Subdivision; thence continuing southward along the east lines of Lots 1, 2 and 3 in the subdivision of the south half of Lot 1 of Block 6 in Hitt and Others' Subdivision to the south line of the north 5 feet of said Lot 3; thence eastward along the said south line of north 5 feet (extended east) of said Lot 3 to the west line of North Kedzie Avenue, said point being 125 feet west of the east line of the

southeast quarter of said Section 26; thence eastward across the 250 feet wide said North Kedzie Avenue to the northwest corner of Lot 13 of Block 2 in subdivision of Lots 4 and 6 in County Clerk's Division according to the plat thereof recorded July 7, 1885 as Document Number 637899; thence south along the east line of North Kedzie Avenue to the south line of a public alley north of West Linden Place; thence eastward along the south line of said public alley to a bend point; thence continuing southeasterly along and by following the southwesterly line of said public alley to the most easterly corner of Lot 38 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence southwesterly along the southeasterly line of said Lot 38 to the northeasterly line of North Linden Place; thence southeasterly along the northeasterly line of said North Linden Place to the most southern corner of Lot 50 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence northeasterly along the southeasterly line of said Lot 50 to the north line of West Linden Place; thence eastward along the north line of said West Linden Place to the west line of North Sacramento Avenue; thence north along the west line of said North Sacramento Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line extended southeasterly of said North Milwaukee Avenue to the north line of West Fullerton Avenue, said point also being the most eastern corner of Lot 17 in the subdivision of Block 6 in George A. Seavern's Subdivision according to the plat thereof recorded July 23, 1889 as Document Number 1132552; thence westward along the north line of said West Fullerton Avenue to the east line of North Sacramento Avenue; thence continuing westward across said North Sacramento Avenue to the southeast corner of Lot 37 of Block 2 in Ingham's Subdivision according to the plat thereof recorded March 19, 1873 as Document Number 88703; thence continuing westward along the north line of West Fullerton Avenue to the most southern corner of Lot 1 in Carrie B. Gilbert's Subdivision according to the plat thereof recorded April 4, 1906 as Document Number 3841277; thence westward across North Albany Avenue to the southeast corner of Lot 40 of Block 5 in the subdivision of Lots 4 and 6 in County Clerk's Division, recorded July 7, 1885 as Document Number 637899, said point also being on the north line of West Fullerton Avenue; thence westward along the north line of said West Fullerton Avenue to the southwest corner of Lot 24 of Block 5 in aforesaid subdivision of Lots 4 and 6 in County Clerk's Division; thence westward across said North Kedzie Avenue to the southeast corner of Lot 23 of Block 7 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence westward along the south line of said Lot 23 to the southwest corner of said Lot 23, said southwest corner is also on the east line of 20 feet wide public alley west of North Kedzie Avenue; thence northward along the east line of said 20 feet wide public alley to the north line (extended east) of another 16 feet wide public alley north of West Fullerton Avenue; thence westward along the north line extended west of said 16 foot wide public alley to the west line of North Sawyer Avenue; thence southward along the

west line of said North Sawyer Avenue to the southeast corner of Lot 2 in J. Fuerman's Subdivision of Lots 16 to 22 of Block 8 in Hitt and Others' Subdivision; thence westward along the south line of said Lot 2, 111.5 feet to a bend point in the south line of said Lot 2; thence northwesterly along the southerly line of said Lot 2 to the southeast corner of Lot 1 in aforesaid J. Fuerman's Subdivision; thence westward along the south line of said Lot 1 extended west to the west line of 16 foot wide public alley, west of North Sawyer Avenue; thence southward along the west line of said 16 foot wide public alley to the southeast corner of Lot 137 in Dezens's Logan Square Subdivision of Lot 3 in Garrett's Subdivision; thence westward along the south line of said Lot 137 to the southwest corner of said Lot 137; thence westward across North Spaulding Avenue to the southeast corner of Lot 66 in aforesaid Dezens's Logan Square Subdivision; thence westward along the south line of said Lot 66 to the southwest corner of said Lot 66; thence continuing westward across the 16 foot wide public alley west of North Spaulding Avenue to the southeast corner of Lot 53 in aforesaid Dezens's Logan Square Subdivision; thence continuing westward along the south line of said lot (extended west) to the west line of North Kimball Avenue; thence southward along the west line of said North Kimball Avenue to the north line of West Fullerton Avenue; thence continuing southward across West Fullerton Avenue to the northeast corner of Lot 1 of Block 1 in Allport's Subdivision according to the plat thereof recorded on page 185 in Book 7; thence southward along the west line of said North Kimball Avenue to the south line (extended west) of a 16 foot wide public alley (south of West Fullerton Avenue and on the east side of said North Kimball Avenue); thence eastward along the south line (extended east and west) of said 16 feet wide public alley to the east line of another 16 foot wide public alley west of North Kedzie Avenue; thence northward along said east line of 16 foot wide public alley to the northwest corner of Lot 3 of Block 1 in C. N. Shipman, W. A. Bill and N. A. Merrill's Subdivision of the east half of the northeast quarter of said Section 35; thence eastward along the north line of said Lot 3 to the northeast corner of said Lot 3; thence continuing eastward across North Kedzie Avenue to the northwest corner of Lot 6 of Block 1 in Blanchard's Subdivision of that part of the north 22 rods of the northwest quarter of said Section 36; thence eastward along the north line of said Lot 6 to the west line of a 16 foot wide public alley east of said North Kedzie Avenue, said point also being the northeast corner of said Lot 6; thence southward along the west line (extended south) of said 16 foot wide public alley to the south line of West Belden Avenue; thence eastward along the south line of said West Belden Avenue to the east line extended south of North Albany Avenue; thence northward along said (extended south) east line of North Albany Avenue to the south line of a 16 foot wide public alley south of West Fullerton Avenue; thence eastward along the south line of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of North Sacramento Avenue; thence northward along the east line of said 16 foot wide public alley to the north line of the south 11.00 feet of Lot 6 in Block 2 in

aforesaid Blanchard's Subdivision; thence eastward along said north line of the south 11.00 feet of Lot 6 to the east line of said Lot 6; thence continuing eastward across said North Sacramento Avenue to the northwest corner of Lot 7 in Block 3 in the subdivision of Lots 13 and 14 in John McGovern's Subdivision according to the plat thereof recorded August 24, 1872 as Document Number 51791; thence eastward along the north line of said Lot 7 in Block 3 to the northeast corner of said Lot 7 in Block 3, said point is also on the west line of 16 foot wide public alley east of North Sacramento Avenue; thence southward along the west line of said 16 foot wide public alley extended south to the south line of West Medill Avenue; thence eastward along the south line of said West Medill Avenue to the southwesterly right-of-way line of Chicago Transit Authority Railroad, southwesterly of North Milwaukee Avenue; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority Railroad to the north line of West Belden Avenue; thence southward across said West Belden Avenue to the northwest corner of Lot 5 in M. Moore's Subdivision of Lot 19 in John McGovern's Subdivision according to the plat thereof recorded October 22, 1886 as Document Number 765587; thence southward along the west line of said Lot 5 to the southwest corner of said Lot 5; thence eastward along the south lines of Lots 5, 4, 3, 2 and 1 in aforesaid M. Moore's Subdivision to the southeast corner of Lot 1 in said M. Moore's Subdivision; thence southward along the east line (extended south) of said Lot 1 in M. Moore's Subdivision to the north line of Lot 28 of Block 1 in J. Johnston, Jr.'s Subdivision according to the plat thereof recorded November 28, 1881 as Document Number 361265; thence eastward along the north lines of Lots 28, 29, 30, 31, 32, 33 and 34 of Block 1 in said J. Johnston, Jr.'s Subdivision to the southwesterly right-of-way line of aforesaid Chicago Transit Authority railroad; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority railroad to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line (extended north) of the west 0.11 feet of Lot 33 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line of the west 0.11 feet of said Lot 33 of Block 2 to the north line of 16 foot wide public alley south of West Lyndale Street; thence continuing southward across said 16 feet wide public alley to the northeast corner of Lot 50 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line (extended south) of said Lot 50 of Block 2 to the south line of West Palmer Street; thence eastward along the south line (extended east) of said West Palmer Street to the east line of 66 foot wide North California Avenue; thence northward along the east line of said North California Avenue to the southwesterly right-of-way line of Chicago Transit Authority railroad, southwesterly of North Milwaukee Avenue; thence southeasterly by following the Southwesterly right-of-way line of said Chicago Transit Authority railroad to the southeasterly line of Lot 138 in White and Cole's Resubdivision of Block 1 of S. Stave's Subdivision recorded in Book 173, page 18; thence southwesterly along the southeasterly line of said Lot 138 to the northeasterly line of North Bingham Street, said point is also the most



southern corner of said Lot 138; thence northwesterly along the northeasterly line of said North Bingham Street to the most southern corner of Lot 107 in said White and Cole's Resubdivision; thence southwestwardly across said North Bingham Street to the most eastern corner of Lot 106 in said White and Cole's Resubdivision; thence continuing southwestwardly along the southeasterly line of said Lot 106 to the northeasterly line of North Stave Street, said point is also the most southern corner of said Lot 106; thence northwesterly along the northeasterly line of said North Stave Street to the south line (extended east) of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the south line (extended east) of said public alley across said North Stave Street to the southeasterly line of Lot 12 in Gray and Adam's Subdivision of Lots 1 to 9 and 28 to 30 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded August 5, 1881 as Document Number 342922; thence northeasterly along the southeasterly line of said Lot 12 to the most eastern corner of said Lot 12; thence northwesterly along the northeasterly line of said Lot 12 to the most northern corner of said Lot 12, said corner is also the most eastern corner of Lot 27 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded in Book 85, page 19; thence continuing northwesterly along the northeasterly lines of Lots 27, 26, 25, 24, 23, 22, 21, 20 and 19 of Block 4 in said S. Stave's Subdivision to the southeasterly line of West Frances Place, said point also being the most northern corner of said Lot 19; thence southwestwardly along the southeasterly line (extended southwestwardly) of said West Frances Place to the southwestwardly line of North Point Street; thence southeasterly along the southwestwardly line of North Point Street to the most eastern corner of Lot 20 of Block 7 in aforesaid Attrill's Subdivision, said point is also being on the north line of a public alley north of West Armitage Avenue; thence westward along the north line of said public alley to the most southerly corner of Lot 24 of Block 7 in aforesaid Attrill's Subdivision; thence northwesterly along the southwestwardly line of said Lot 24 of Block 7 to the most western corner of said Lot 24, said corner is also being on the southeasterly line of Lot 35 of Block 5 in aforementioned W. O. Cole's Subdivision; thence southwestwardly along the southeasterly lines of Lots 35, 34, and 33 to the most southern corner of said Lot 33 of Block 5; thence northwesterly along the southwestwardly line (extended northwesterly across West Frances Place) to the north line of said West Frances Place; thence westward along the south line of said West Frances Place to the east line of North California Avenue; thence northward along the east line of said North California Avenue to the south line (extended east) of West McLean Avenue; thence westward along the south line of said West McLean Avenue to the west line of a 13 foot wide public alley (east of North Mozart Street); thence southward along the west line of said public alley 150 feet to the north line of another public alley; thence westward along north line of said public alley to the east line of North Mozart Street; thence westward across said North Mozart Street to the southeast corner of Lot 1 of Block 11 in Hoeps and Kerff's Resubdivision of Blocks 8 and 11 in the town of Schleswig, according to the plat thereof recorded July 25, 1890 as Document Number

1307724, said corner is also being on the north line of a 17 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 17 feet wide public alley to the west line of another 16 foot wide public alley, east of North Humboldt Boulevard; thence southward along the west line of said 16 foot wide public alley to the north line of another 16 foot wide public alley, north of West Armitage Avenue; thence westward along the north line of said 16 foot wide public alley to the southwest corner of Lot 31 in Parkway Addition, a resubdivision of Lots 5 to 10, inclusive, in each of Blocks 4, 9 and 10 in the town of Schleswig and the vacated alleys and one-half of a street adjacent to said lots, et cetera, in the east half of the northwest quarter of said Section 36; thence northward along the west line of Lots 31, 30 and 29 in aforesaid Parkway Addition to the northwest corner of said Lot 29 in said Parkway Addition; thence westward across said North Humboldt Boulevard to a point of intersection of the west line of said North Humboldt Boulevard with the south line of the north half of Lot 40 in Palmer Place Addition, a subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the said south line extended west of the north half of Lot 40 to the west line of a 16 foot wide public alley east of North Whipple Street; thence southward along the west line of said public alley to the southeast corner of Lot 54 in aforesaid Palmer Place Addition; thence westward along the south line of said Lot 54 to the southwest corner of said Lot 54; thence northward along the west line of said Lot 54 to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along said north line extended east and west of 916 foot wide public alley to the west line of North Albany Avenue; thence southward along the west line of said North Albany Avenue to the centerline of a vacated alley north of West Armitage Avenue, according to the plat of vacation thereof recorded as Document Number 20127605; thence westward along the centerline of said vacated alley to a line 129.667 feet west of and parallel with the west line of said North Albany Avenue; thence northward along said parallel line to the south line of Lot 16 of Block 3 in Clarkson's Subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the south line of said Lot 16 extended west to the centerline of a 16 foot wide vacated alley east of North Kedzie Avenue; thence northward along the centerline extended north of said vacated alley to the south line extended east of Lot 19 in the plat of the west 10 acres of the west 30 acres of the south 91.7 acres of the northwest quarter of said Section 36; thence westward along said south line extended east of Lot 19 to the southwest corner of said Lot 19; thence continuing westward across North Kedzie Avenue to the northeast corner of Lot 4 of Block 1 in Ovitt's Resubdivision of Block 12 of Shipman, Bill and Merrill's Subdivision in the east half of the northeast quarter of said Section 35; thence southward along the east line of Lots 4, 5 and 6 of said Block 1 to the southeast corner of said Lot 6; thence westward along the south line of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west line of said Lot 6 to the north line extended east of a 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line extended

east and west of said 14 foot wide public alley to the west line of another 14 foot wide public alley east of North Sawyer Avenue; thence southward along the said west line of a 14 foot wide public alley to the north line of another 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 14 foot wide public alley to the east line of North Sawyer Avenue; thence northward along the east line of said North Sawyer Avenue to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended east) of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence southward along the west line of said North Spaulding Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of said Armitage Avenue; thence westward along the north line (extended west) of said public alley to the west line of North Kimball Avenue; thence south along the west line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 16 foot wide alley to the east line of North St. Louis Avenue; thence westward across North St. Louis Avenue to the southeast corner of Lot 61 in the subdivision of the south quarter of the west one-third of the northeast quarter of said Section 35, said point also is on the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended west) of said 16 foot wide public alley to the west line of North Drake Avenue; thence southward along the west line of said North Drake Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the north line of West Mclean Avenue; thence westward along the north line of said West Mclean Avenue to the west line (extended north) of the east 9 feet of Lot 58 of Block 8 in Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision in the east half of the northwest quarter of said Section 35; thence southward along the said west line (extended north) of the said east 9 feet to the north line of a 16 foot wide vacated public alley north of said West Armitage Avenue; thence westward along the north line of said public alley to the east line extended north of Lot 90 of Block 7 in said Jackson's Subdivision; thence southward along the east of said Lot 90 to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the west line (extended north) of North Ridgeway Avenue; thence southward across West Armitage Avenue along the west line of said North Ridgeway Avenue extended north to the south line of a 16 foot wide public alley south of said West Armitage Avenue; thence eastward along said south line extended east to the west line of North Lawndale Avenue; thence eastward across said North Lawndale Avenue to the northwest corner of Lot 12 of Block 2 in S. Delamater's Subdivision according to the plat thereof recorded August 1, 1885 as Document Number 643538, said point is also on the south line of a 16 foot wide public alley; thence eastward

along the south line of said 16 foot wide public alley to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line extended west of a 16 foot wide public alley south of West Armitage Avenue; thence continuing eastward along the south line extended west of said 16 foot wide public alley to the west line of North Kimball Avenue; thence eastward across said North Kimball Avenue to the northwest corner of Lot 16 in Winkelman's Subdivision of Block 3 of E. Simon's Subdivision according to the plat thereof recorded on February 15, 1899 as Document Number 2785137, said point is also on the south line of a 16 foot wide public alley; thence eastward along the south line of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence eastward across said North Spaulding Avenue to the northwest corner of Lot 16 of Block 2 in Winkelman's Subdivision of part of Blocks 2 and 11 of E. Simon's Subdivision according to the plat thereof recorded September 5, 1888 as Document Number 1000737, said point is also on the south line of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Kedzie Avenue; thence eastward across said North Kedzie Avenue to the northwest corner of Lot 16 of Block 1 in Nils F. Olson's Subdivision according to the plat thereof recorded January 14, 1887 as Document Number 790005, said corner is also on the south line of a 14 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 14 foot wide public alley to the northeast corner of Lot 6 of Block 1 in S. Delamater's Subdivision according to the plat thereof recorded on February 5, 1884 as Document Number 523563; thence southward along the east line of said Lot 6 to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Whipple Street; thence eastward across North Whipple Street to the northwest corner of Lot 42 of Block 1 in Alva Trowbridge and Others' Subdivision according to the plat thereof recorded August 1, 1872 as Document Number 51139; thence eastward along the north line of said Lot 42 of Block 1 to the northeast corner of said Lot 42; thence eastward to the northwest corner of Lot 7 of Block 1 in said Alva Trowbridge and Others' Subdivision; thence eastward along the north line of said Lot 7 of Block 1 to its northeast corner; thence eastward across North Humboldt Boulevard along the north line extended east of said Lot 7 to the east line of said North Humboldt Boulevard; thence northward along the east line of said North Humboldt Boulevard to the south line of Lot 24 of Block 4 in Hansbrough and Hess Subdivision of the east half of the southwest quarter of said Section 36; thence eastward along the south line of said Lot 24 to its southeast corner; thence continuing eastward across the 14 foot wide public alley to the southwest corner of Lot 1 of Block 4 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 1 of Block 4 to its southeast corner, said corner is also on the west line of North Richmond Street; thence southward along the west line of said North Richmond Street to the north line (extended west) of Lot 22 of Block 3 in said Hansbrough and Hess

Subdivision; thence eastward along said north line extended west to the northeast corner of said Lot 22 of Block 3; thence continuing eastward along said north line (extended east) to the east line of a 14 foot wide public alley west of North Francisco Avenue; thence northward along the east line of said alley to the north line of the south half of Lot 2 of Block 3 in said Hansbrough and Hess Subdivision; thence eastward along the said north line of the south half of Lot 2 of Block 3 to the west line of North Francisco Avenue; thence continuing east along said north line (extended east) of the south half of Lot 2 to the west line of a 14 foot wide public alley east of North Francisco Avenue; thence southward along the west line of said 14 feet wide public alley to the most north line (extended west) of Lot 3 of Block 2 in said Hansbrough and Hess Subdivision; thence eastward along the said most north line extended west to the northwest corner of said Lot 3 of Block 2; thence eastward along said most north line 25.05 feet; thence southward along a line parallel to North Mozart Street 4.5 feet; thence eastward along the north line (extended east) of said Lot 3 of Block 2 to the east line of North Mozart Street; thence northward along the east line of said North Mozart Street to the southwest corner of Lot 24 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 24 of Block 1 to the west line of a 14 foot wide public alley west of North California Avenue; thence southward along the west line of said 14 foot wide public alley to the north line (extended west) of the south half of Lot 3 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along said north line (extended west) of the south half of Lot 3 of Block 1 to the west line of North California Avenue; thence eastward across said North California Avenue to the northwest corner of Lot 11 of Block 2 in Edgar M. Snow and Company's Subdivision according to the plat thereof recorded on March 23, 1901 as Document Number 3077922, said corner also lies on the south line of a 16 foot wide alley south of West Armitage Avenue; thence eastward along the south line (extended east) of said 16 foot wide public alley to the east line of North Fairfield Avenue; thence northward along the east line of said North Fairfield Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line of North Washtenaw Avenue; thence southward along the west line of said North Washtenaw Avenue to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said public alley to the west line of North Rockwell Street; thence southward along the west line of said North Rockwell Street to the south line of West Homer Street; thence eastward along the south line (extended east) of said West Homer Street to the northeast corner of Lot 7 in the subdivision of Lots 11 to 25 of Subblock 2 of B. F. Jacobs Subdivision; thence southward along the east line extended south of said Lot 7 to the south line of a 16 foot wide public alley south of West Homer Street; thence eastward along the south line of said 16 foot public alley to the northeast corner of Lot 41 in B. F. Jacobs Subdivision of Block 2 of Johnston's Subdivision; thence southward along the east line of said Lot 41 to the north line of West Cortland Street; thence eastward along the north line of said

West Cortland Street to the east line of the west 72 feet of Lot 67 in Johnston's Subdivision of Block 1 of Johnston's Subdivision in the east half of the southeast quarter of said Section 36; thence northward along said east line of the west 72 feet extended north to the north line of a 16 foot wide public alley north of West Cortland Street; thence westward along the north line of said 16 foot wide public alley to the east line of North Campbell Avenue; thence northward along the east of said North Campbell Avenue and across West Homer Street to the north line of said West Homer Street; thence westward along the north line extended east/west of said West Homer Street to a line 167 feet west of and parallel with the west line of said North Campbell Avenue; thence northward along said parallel line a distance of 53 feet; thence eastward along a line 53 feet north of and parallel with the north line 66 feet wide of said West Homer Street, 167 feet to the west line of said North Campbell Avenue; thence northward along the west line of said North Campbell Avenue to the south line (extended west) of Lot 16 in Johnston's Subdivision of Block 1 of Johnston's Subdivision according to the plat thereof recorded on July 18, 1881 as Document Number 338117; thence eastward along said south line (extended west) to the southwest corner of said Lot 16; thence eastward along the south lines of Lots 16, 15, 14, 13 and 12 in said Johnston's Subdivision to the southeast corner of said Lot 12; thence in a northeasterly direction to the southeast corner of Lot 1 in P. Bandow's Resubdivision of Lots 3, 4 and the northwest half of Lot 5 in Block 1 of Johnston's Subdivision, according to the plat thereof recorded on April 16, 1885 as Document Number 6168851, said corner also lies on the northeasterly line of a 10 foot wide public alley; thence southeasterly along the northeasterly line (extended southeasterly) of said 10 foot wide public alley to the south line of aforesaid West Homer Street; thence eastward along the south line of said West Homer Street to the west line of North Western Avenue as widened, said point is also 50 feet west of the east line of the east half of the southeast quarter of said Section 36; thence northward along the west line of said North Western Avenue to the northeast line of 66 foot wide North Milwaukee Avenue; thence northwesterly along northeasterly line of said North Milwaukee Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line (extended south) of Lot 36 in Powell's Subdivision of Lot 8 in Circuit Court Partition according to the plat thereof recorded on September 5, 1884 as Document Number 572044; thence northward across West Armitage Avenue to the southwest corner of said Lot 36; thence northward along said west line of said Lot 36 and along the east line of a 14 foot wide public alley to the north line (extended east) of another 14 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east and west) of said 14 foot wide public alley to the east line (extended south) of another 14 foot wide public alley east of North Campbell Avenue; thence northward along the east line (extended south) of said 14 foot wide public alley to the north line (extended east) of a 9 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east) of said 9 foot wide public alley to the east

line of North Campbell Avenue; thence northward along the east line of said North Campbell Avenue to the south line (extended east) of Lot 6 in Owner's Subdivision according to the plat recorded November 24, 1913 as Document Number 5311027; thence westward across said North Campbell Avenue along the south line (extended east) of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west lines of Lots 6, 5, 4 and 3 in said Owner's Subdivision to the northwest corner of said Lot 3; thence northeasterly along the westerly lines of Lots 2 and 1 in said Owner's Subdivision to the northwest corner of said Lot 1; thence northward along the west line of Lot 104 in V. Wood Subdivision, according to the plat thereof recorded May 10, 1877 as Document Number 134226 to the north line (extended east) of a 16 foot wide public alley south of West Charleston Street; thence westward along the north line (extended east) of said 16 foot wide public alley to the southwest corner of Lot 56 in said V. Wood's Subdivision; thence northward along the west line (extended north) of said Lot 56 to the north line of West Charleston Street; thence west along the north line of said West Charleston Street to the east line of North Maplewood Avenue; thence southwesterly across said North Maplewood Avenue to the southwest corner of Lot 18 in said V. Wood's Subdivision; thence westward along the south line of said Lot 18 to the southwest corner of said Lot 18; thence northward along the west lines of Lots 17, 16, 15, 14, 13 and 12 in said V. Wood's Subdivision to a line 7 feet south of and parallel with the south line (extended east) of Lot 15 in Herman Papsien's Subdivision according to the plat thereof recorded December 17, 1900 as Document Number 3044716; thence westward along said parallel line 10 feet; thence northward 7 feet to the southeast corner of said Lot 15; thence westward along the south line of said Lot 15 to the southwest corner of said Lot 15; thence northward along the lines of Lots 15, 14, 13, 12 and 11 in said Herman Papsien's Subdivision to the northwest corner of said Lot 11; thence continuing northward along the west line (extended north) of said Lot 11 to the southwest corner of Lot 10 in said Herman Papsien's Subdivision; thence westward along the south line (extended west) of said Lot 10 to the southeast corner of Lot 13 in James M. Allen's Subdivision according to the plat thereof recorded April 11, 1882 as Document Number 386837; thence westward along the south line of said Lot 13 to the southwest corner of said Lot 13, said corner is also on the east line of North Rockwell Street; thence southward along the east line of said North Rockwell Street to the southwesterly line (extended southeasterly) of Lot 2 in Powell's Subdivision according to the plat thereof recorded on page 93 of Book 6; thence northwesterly across said North Rockwell Street along said southwesterly line (extended southeasterly) of said Lot 2 to the most southern corner of said Lot 2; thence northwesterly along the southwesterly lines (extended northwesterly) of Lots 2 and 1 in said Powell's Subdivision to the south line of Lot 11 in Gray's Subdivision according to the plat thereof recorded on page 55 of Book 85; thence westward along the south line of said Lot 11 to the southwest corner of said Lot 11, said corner lies on the east line of North Talman Avenue; thence northward along the east line of said North Talman

Avenue to the southwesterly line (extended southeasterly) of Lot 32 of Block 4 in C. E. Woosley's Subdivision according to the plat thereof recorded on May 23, 1881 on page 5 of Book 16; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 32 of Block 4 to the most southern corner of said Lot 32, said corner also lies on the northeasterly line of a 20 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 20 foot wide public alley to the east line of another 14 foot wide public alley west of said North Talman Avenue; thence northward along the east line (extended north) of said 14 foot wide public alley to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line of North Washtenaw Avenue; thence northward along the east line of said North Washtenaw Avenue to the north line of West Belden Avenue; thence westward along the north line (extended west) of said West Belden Avenue to a bend point which lies on the southeasterly line of Lot 23 of Block 2 in Snowhook's Subdivision according to the plat thereof recorded August 22, 1884 as Document Number 569245; thence southwesterly along the northwesterly line of said West Belden Avenue, said line also is the southeasterly lines of Lots 23 and 24 of Block 2 in said Snowhook's Subdivision to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line extended northwesterly of said North Milwaukee Avenue to the west line of North California Avenue; thence northward along the west line of said North California Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly following along the northeasterly, east, northeasterly, north, northeasterly and east line of said 16 foot wide public alley to the south line of West Fullerton Avenue, said point also being the northwest corner of Lot 14 of Block 4 in Snowhook's Subdivision; thence westward along the south line of said West Fullerton Avenue to the east line (extended south) of North Francisco Avenue; thence northward across said West Fullerton Avenue along the east line (extended south) of said North Francisco Avenue to the north line of a 16 foot wide public alley north of said West Fullerton Avenue; thence westward across said North Francisco Avenue along the north line (extended west) of said 16 foot wide public alley to the southeast corner of Lot 27 of Block 7 in George A. Seavern's Subdivision according to the plat thereof recorded May 10, 1886 as Document Number 716003; thence westward along the south line of said Lot 27 of Block 7 to the southwest corner of said Lot 27 of Block 7, said corner also lies on the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the southwest corner of Lot 11 of said Block 7; thence continuing northwesterly to the most southern corner of Lot 15 of Block 5 in said George A. Seavern's Subdivision; thence continuing northwesterly along the southwesterly lines of Lots 15, 16, 17 and 18 of said Block 5 to a line 8 feet south of and parallel with the south line of Lot 4 of Block 5 in said George A. Seavern's Subdivision; thence westward along said parallel line to the east line of Lot 1 in resubdivision of Lots 5 and 6 of Block 5 in said George A.



Seavern's Subdivision; thence northward along the east line of said Lot 1 to the northeast corner of said Lot 1; thence westward along the north line of said Lot 1 to the east line of North Sacramento Avenue; thence northward along the east line of said North Sacramento Avenue to the northwest corner of Lot 1 of Block 5 in aforesaid George A. Seavern's Subdivision; thence in a northwesterly direction across said North Sacramento Avenue to the most southern corner of Lot 1 of Block 2 in Storey and Allen's Milwaukee Avenue Addition to Chicago according to the plat thereof recorded February 9, 1872 as Document Number 12639; thence northwesterly along the southwesterly lines of Lots 1 and 3 of said Block 2 to the most westerly corner of said Lot 3; thence northeasterly along the northwesterly line (extended northeasterly) of said Lot 3 of Block 2 to the northeasterly line (extended southeasterly) of North Willetts Court; thence northwesterly along the northeasterly line (extended southeasterly) of said North Willetts Court to the southeasterly line of Lot 1 in Logan Square Addition to Chicago according to the plat thereof recorded November 10, 1881 as Document Number 358316; thence southwesterly along the southeasterly lines of Lots 1 and 2 in said Logan Square Addition to Chicago to the southeast corner of Lot 3 in said Logan Square Addition to Chicago; thence westward along the south line of said Lot 3 to the southwest corner of said Lot 3; thence southwesterly along the southeasterly line of Lot 4 in said Logan Square Addition to Chicago to the southwest corner of said Lot 4; thence westward along the south lines of Lots 5, 6, 7, 8, 9, 10 and 11 to the southwest corner of said Lot 11; thence northwesterly along the southwesterly lines of Lots 12, 13 and 14 in said Logan Square Addition to Chicago to the southwest corner of said Lot 14; thence northward along the west line (extended north) of said Lot 14 to the north line of 250 foot wide West Logan Boulevard; thence westward along the north line of said West Logan Boulevard to the southwest corner of Lot 20 of Block 4 in subdivision of Blocks 1, 2, 3 and 4 in Lot 1 in County Clerk's Division according to the plat thereof recorded December 12, 1894 as Document Number 2146603; thence northward along the west line of said Lot 20 to the southeast corner of Lot 21 of said Block 4; thence westward along the south lines of Lots 21, 22, 23 and 24 of said Block 4 to the southwest corner of said Lot 24 of Block 4; thence westward along the prolongation of the last described course to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the east line of North Kedzie Avenue; thence northward along the east line of said North Kedzie Avenue to the north line of West Schubert Avenue; thence continuing in a northwesterly direction across said North Kedzie Avenue to the most southern corner of Lot 7 of Block 1 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26, said corner also lies on the northeasterly line of North Emmet Street; thence northwesterly along the northeasterly line (extended northwesterly) of said North Emmet Street to the northwesterly line of North Sawyer Avenue; thence southwesterly along the northwesterly line of said North Sawyer Avenue to the northeasterly line of a 16 foot wide public

alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 1 of Block 4 in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence northeasterly along the northwesterly (extended northeasterly) line of said Lot 1 of Block 4 to the north line of 66 foot wide West Diversey Avenue; thence westward along the north line of said West Diversey Avenue to the east line of North Christiana Avenue; thence northward along the east line of said North Christiana Avenue to the south line (extended east) of Lot 15 of Block 4 in Henry Wisner's Subdivision of Lots 8 and 9 of Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence westward along the south line (extended east) of said Lot 15 of Block 4 to the southwest corner of said Lot 15, said corner also lies on north line of a 14 foot wide public alley north of said West Diversey Avenue; thence continuing westward along the prolongation of the last described course to a bend point in said 14 foot wide alley, said bend point is also the southwest corner of Lot 31 of Block 4 in said Henry Wisner's Subdivision; thence northwesterly along the southwesterly line of said Lot 31 to the most westerly corner of said Lot 31, said corner also lies on the southeasterly line of North Woodward Street; thence northeasterly along the southeasterly line of said North Woodward Street to the southwesterly line (extended southeasterly) of Lot 42 in Storey and Allen's Subdivision of Lot 10 in Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 42 to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the northwesterly line of North Dawson Avenue; thence southwesterly along the northwesterly line (extended southwesterly) of said North Dawson Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Allen Avenue; thence northeasterly along the southeasterly line of said North Allen Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 60 of Block 2 in Albert Wisner's Subdivision of Lots 13 and 14 in Brand's Subdivision in the west half of the northeast quarter of said Section 26; thence in northwesterly direction across North Elbridge Avenue to the southeast corner of Lot 26 of Block 4 in said Albert Wisner's Subdivision; thence westward along the south line of said Lot 26 of Block 4 to the southwest corner of said Lot 26; thence northward along the west lines of Lots 26 and 25 of said Block 4 to the most northern corner of said Lot 25; thence northwesterly along the southwesterly line of Lot 24 in said Block 4 to the most western corner of said Lot 24; thence westward along the north lines of Lots 27, 28 and 29 in said Block 4 to the northwest corner of said Lot 29, said corner also lies on the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the south line (extended east) of Lot 59 in Heafield's Subdivision of Lot 1 in

Davlin, Kelly and Carroll's Subdivision in the east half of the northwest quarter of said Section 26; thence westward along the south line (extended east) of said Lot 59 to the southwest corner of said Lot 59; thence northward along the west line of said Lot 59 to the northwest corner of said Lot 59; thence westward along the south line (extended east) of Lot 45 in said Heafield's Subdivision to the east line of North Monticello Avenue; thence northward along the east line of said North Monticello Avenue to the southwesterly line (extended southeasterly) of Lot 33 in Haentze and Wheeler's Subdivision, according to the plat thereof recorded July 15, 1902 as Document Number 3270736; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 33 to the most southern corner of said Lot 33, said corner also lies on the west line of said North Monticello Avenue; thence southward along the west line of said North Monticello Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Lawndale Avenue; thence northeasterly along the southeasterly line of said North Lawndale Avenue to the east line (extended south) of said North Lawndale Avenue; thence northward along east line of said North Lawndale Avenue to the southwest corner of Lot 23 in Heafield's Subdivision of the west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded March 18, 1902 as Document Number 3218672; thence in a northwesterly direction across said North Lawndale Avenue to the most southern corner of Lot 30 in said Heafield's Subdivision of west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision; thence continuing northwesterly along the southwesterly line (extended northwesterly) of said Lot 30 to the south line of Lot 22 of Block 1 in Heinemann and Gross' Subdivision of part of Lot 3 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded July 14, 1909 as Document Number 4406409; thence westward along the south line of said Lot 22 of Block 1 to the east line of North Ridgeway Avenue; thence northward the along the east line of said North Ridgeway Avenue to the southwesterly line (extended southeasterly) of Lot 27 of Block 2 in said Heinemann and Gross' Subdivision; thence northwesterly along the southwesterly line (extended southeasterly and northwesterly) of said Lot 27 of Block 2 to the south line of Lot 17 of said Block 2; thence westward along the south line of said Lot 17 of Block 2 to the east line of North Hamlin Avenue; thence northward along the east line of said North Hamlin Avenue to the south line (extended east) of Lot 11 in Wm. J. Sweeney's Subdivision of Lot 6 in Circuit Court Common Division in the west half of the southwest quarter of said Section 23; thence westward along the south line (extended east and west) to the southwest corner of Lot 1 in said Wm. J. Sweeney's Subdivision; thence northwesterly along the southwesterly line (extended northwesterly) of said Lot 1 to the east line of North Avers Avenue; thence westward across said North Avers Avenue along the a line parallel with the south line of said Lot 1 to the west line of 66 foot wide North Avers Avenue; thence northward along the west line of said North Avers Avenue to the north line of a 16 foot wide public alley, south of West School Street; thence westward

along the north line of said 16 foot wide public alley to the east line of North Springfield Avenue; thence southward along the east line of said North Springfield Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said 16 foot wide public alley to the northwesterly line (extended northeasterly) of said North Springfield Avenue; thence southwestward along the northwesterly line (extended northeasterly) of said North Springfield Avenue to the northeasterly line of 66 foot wide North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said North Milwaukee Avenue to the north line of said West School Street; thence westward along the north line (extended west) of said West School Street to the west line of North Pulaski Road; thence southward along the west line of said North Pulaski Road to the north line of West Melrose Street; thence westward along the north line of said West Melrose Street to the east line (extended north and south) of a 16 foot wide public alley, west of North Pulaski Road; thence southward along the east line (extended north and south) of said 16 foot wide public alley to the south line of 66 foot wide West Belmont Avenue; thence eastward along the south line of said West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with south line of said West Belmont Avenue; thence eastward along the said parallel line across said North Pulaski Road, 66 feet to the point of beginning, all aforesaid legal description hereby written on this thirtieth day of November 1999, all in Cook County, Illinois.

Parcel 2:

That part of Sections 22, 23, 26 and 27, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley 932 extended west (south of West Belmont Avenue); thence eastward along the said centerline of a vacated alley, 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document

Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence southward along the east line of said North Springfield Avenue to the south line extended east of Lot 34 in said Chas. Seeger's Subdivision; thence westward along the south line extended east of said Lot 34 to the southwest corner of said Lot 34; thence westward across a 16 foot wide public alley to the southeast corner of Lot 47 in said Chas. Seeger's Subdivision; thence westward along the south line of said Lot 47 to the east line of North Harding Avenue; thence southward along the east line of said North Harding Avenue to the south line extended east of a 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of said North Harding Avenue; thence southward along the east line of said public alley to the south line extended east of another 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of North Pulaski Road; thence southward along the east line of said North Pulaski Road to the south line of said West Barry Avenue; thence westward along the south line extended east of said West Barry Avenue to the east line of a 16 foot wide public alley west of said North Pulaski Road; thence northward across said West Barry Avenue to the southeast corner of Lot 4 in Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago in the east half of the northeast quarter of said Section 27; thence northward along the east line of said Lot 4 to its northeast corner; thence westward along the north line of said Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago to the west line of North Karlov Avenue; thence northward along the west line of said North Karlov Avenue to the south line of a 16 foot wide public alley south of West Belmont Avenue; thence westward along the south line of said 16 foot wide public alley to the east line of North Tripp Avenue; thence northward along the east line extended north of said North Tripp Avenue to the north line of West Belmont Avenue; thence eastward along the north line of said West Belmont Avenue to the east line of a 16 foot wide public alley west of North Pulaski Road; thence southward along the east line, extended south, of said 16 foot wide public alley to the south line of said West Belmont Avenue; thence eastward along the south line of said south line of West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with the south line of said West Belmont Avenue; thence eastward across North Pulaski Road along the said parallel line a distance of 66 feet to the point of beginning, all aforesaid legal description hereby written on this twentieth day of December 2004, all in Cook County, Illinois.

*Appendix C.*

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

*Properties Previously Approved For Acquisition  
In Underlying Redevelopment Area Plan.*

Parcels Authorized to be Acquired*			
13	35	234	032
13	35	234	033
13	35	236	021
13	35	236	022
13	35	236	023
13	35	236	024
13	35	236	025
13	35	402	001
13	35	402	002
13	35	402	003
13	35	402	004
13	36	125	007
13	36	125	008
13	36	125	009
13	36	125	010

Parcels Authorized to be Acquired*			
13	36	125	011
13	36	125	017
13	36	125	018
13	36	300	009
13	36	300	010
13	36	300	011
13	36	300	026
13	36	300	027
13	36	302	001
13	36	302	002
13	36	305	001
13	36	305	002
13	36	307	001
13	36	307	002

\* Parcels were authorized for acquisition previously under the Armitage/California-St. Louis Redevelopment Plan. These sites are depicted in Figure G of the Redevelopment Plan.

## Appendix D.

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
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## Part 1 -- Original Project Area.

## 1998 Equalized Assessed Valuation By Parcel.

Parcel Number				1998 EAV
13	22	437	020	\$33,542
13	22	437	021	\$45,486
13	22	437	022	\$99,855
13	22	437	023	\$99,855
13	22	437	024	\$99,855
13	22	437	025	\$318,706
13	23	325	001	\$203,433
13	23	325	002	\$19,961
13	23	325	003	\$23,377
13	23	325	007	\$3,745
13	23	325	008	\$7,492
13	23	325	009	\$7,492
13	23	325	010	\$19,589
13	23	325	011	\$8,922
13	23	325	012	\$61,658
13	23	325	013	\$433,543
13	23	325	014	\$108,675
13	23	325	015	\$121,124
13	23	325	016	\$14,627
13	23	325	017	\$7,492
13	23	325	018	\$16,094
13	23	325	019	\$16,094
13	23	325	020	\$16,094
13	23	325	021	\$28,439
13	23	325	022	\$25,529
13	23	325	023	\$33,948
13	23	325	024	\$35,310
13	23	325	025	\$55,832
13	23	325	026	\$66,642
13	23	325	027	\$76,198
13	23	325	028	\$74,801
13	23	325	029	\$159,107
13	23	325	030	\$29,538
13	23	325	031	\$18,741
13	23	325	032	\$18,741
13	23	325	033	\$143,379
13	23	325	034	\$214,408

Parcel Number				1998 EAV
13	23	325	035	\$290,302
13	23	325	036	\$7,920
13	23	325	037	\$7,920
13	23	325	041	\$24,631
13	23	325	042	\$7,920
13	23	325	043	\$7,920
13	23	325	044	\$77,362
13	23	325	045	\$15,281
13	23	325	046	\$14,708
13	23	325	047	\$14,150
13	23	325	048	\$113,588
13	23	325	049	\$84,656
13	23	325	050	\$42,013
13	23	325	051	\$67,038
13	23	325	052	\$82,326
13	23	325	053	\$431,509
13	23	327	012	\$176,823
13	23	327	013	\$14,374
13	23	327	014	\$14,374
13	23	327	015	\$14,374
13	23	327	016	\$14,374
13	23	327	017	\$14,374
13	23	327	018	\$14,374
13	23	327	019	\$14,374
13	23	327	020	\$14,374
13	23	327	021	\$14,374
13	23	327	022	\$44,374
13	23	327	024	\$667,701
13	23	327	026	\$500,897
13	23	327	032	\$3,824
13	23	328	018	\$73,820
13	23	328	019	\$43,766
13	23	328	020	\$46,181
13	23	328	021	\$46,181
13	23	328	022	\$82,437
13	23	328	023	\$23,039
13	23	328	024	\$23,039

*Appendix D.*  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)  
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*Part 1 - Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	23	328	025	\$21,771
13	23	328	026	\$73,482
13	25	315	001	\$55,125
13	25	315	002	\$44,320
13	25	315	003	\$198,905
13	25	315	004	\$46,663
13	25	315	005	\$100,646
13	25	315	019	\$8,733
13	25	315	020	\$3,146
13	25	315	021	\$85,365
13	25	315	022	\$42,393
13	25	315	023	\$67,910
13	25	315	024	\$86,152
13	25	315	025	\$86,152
13	25	315	026	\$86,152
13	25	315	027	\$53,316
13	25	315	028	\$20,478
13	25	315	030	\$34,344
13	25	315	031	\$80,822
13	25	315	032	\$73,931
13	25	315	033	\$60,037
13	25	315	034	\$257,128
13	25	315	035	\$1,158
13	25	315	036	\$414,562
13	25	315	037	\$88,866
13	25	315	038	\$49,059
13	25	315	039	\$71,298
13	25	315	040	\$89,007
13	25	315	041	\$12,447
13	25	315	042	\$60,660
13	25	315	043	\$41,590
13	25	315	044	\$94,043
13	25	315	045	\$89,007
13	25	315	046	\$11,852
13	25	315	047	\$11,852
13	25	315	048	\$186,456
13	25	315	049	\$3,824

Parcel Number				1998 EAV
13	25	315	050	\$7,257
13	25	315	051	\$10,614
13	25	315	056	\$0
13	25	321	011	\$15,950
13	25	321	012	\$11,224
13	25	321	013	\$113,614
13	25	321	014	\$21,424
13	25	321	015	\$61,113
13	25	321	016	\$33,605
13	25	321	017	\$29,605
13	25	322	030	\$89,178
13	25	322	031	\$114,307
13	25	322	032	\$85,853
13	25	322	033	\$30,961
13	25	322	034	\$21,365
13	25	322	035	\$32,668
13	25	322	036	\$22,228
13	25	322	037	\$114,778
13	25	322	038	\$183,373
13	25	322	039	\$75,573
13	25	322	040	\$81,783
13	25	322	041	\$13,860
13	25	500	041	\$46,480
13	25	500	042	\$41,708
13	25	500	045	\$0
13	25	500	046	\$0
13	26	100	001	\$214,559
13	26	100	002	\$586,299
13	26	101	001	\$379,096
13	26	102	005	\$74,851
13	26	102	006	\$21,088
13	26	102	007	\$20,358
13	26	102	008	\$261,771
13	26	102	009	\$160,316
13	26	102	051	\$60,148
13	26	102	054	\$158,261
13	26	102	055	\$120,291



*Appendix D.*  
(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
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*Part 1 – Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	26	103	001	\$0
13	26	103	003	\$345,486
13	26	103	005	\$195,696
13	26	103	006	\$36,400
13	26	103	007	\$291,171
13	26	103	008	\$261,254
13	26	104	022	\$229,875
13	26	104	023	\$91,556
13	26	104	024	\$91,556
13	26	104	025	\$56,649
13	26	104	026	\$16,262
13	26	104	027	\$285,741
13	26	105	024	\$16,606
13	26	105	025	\$14,119
13	26	105	026	\$15,198
13	26	105	027	\$6,732
13	26	105	028	\$109,566
13	26	105	046	\$118,022
13	26	108	053	\$0
13	26	109	001	\$370,101
13	26	109	002	\$472,190
13	26	112	046	\$11,540
13	26	112	047	\$12,593
13	26	112	052	\$1,335,267
13	26	115	001	\$109,651
13	26	115	002	\$74,720
13	26	115	003	\$64,215
13	26	115	004	\$13,306
13	26	115	005	\$72,229
13	26	115	006	\$69,467
13	26	115	007	\$153,535
13	26	116	001	\$376,674
13	26	116	002	\$254,547
13	26	116	003	\$80,763
13	26	116	004	\$120,524
13	26	117	001	\$404,659
13	26	117	002	\$44,845
13	26	117	003	\$90,265

Parcel Number				1998 EAV
13	26	117	004	\$89,308
13	26	117	005	\$84,539
13	26	117	006	\$98,041
13	26	117	007	\$111,872
13	26	117	008	\$118,321
13	26	117	010	\$718,188
13	26	117	023	\$29,405
13	26	117	024	\$29,405
13	26	117	025	\$33,793
13	26	117	026	\$35,493
13	26	117	027	\$33,250
13	26	117	028	\$35,029
13	26	117	038	\$97,335
13	26	208	022	\$0
13	26	208	023	\$9,541
13	26	208	046	\$24,905
13	26	218	078	\$20,665
13	26	218	079	\$25,821
13	26	218	080	\$2,646
13	26	218	087	\$254,987
13	26	218	088	\$172,918
13	26	218	089	\$172,600
13	26	218	090	\$129,255
13	26	218	091	\$69,785
13	26	218	092	\$62,759
13	26	218	093	\$68,662
13	26	218	094	\$155,645
13	26	218	097	\$123,871
13	26	218	102	\$95,632
13	26	222	001	\$586,831
13	26	222	002	\$38,663
13	26	222	003	\$46,970
13	26	222	004	\$96,356
13	26	222	005	\$60,497
13	26	222	006	\$63,051
13	26	222	007	\$121,392
13	26	222	008	\$94,342

## Appendix D.

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## Part 1 -- Original Project Area.

## 1998 Equalized Assessed Valuation By Parcel.

Parcel Number				1998 EAV
13	26	222	009	\$53,769
13	26	222	043	\$135,034
13	26	223	001	\$88,515
13	26	223	002	\$65,796
13	26	223	003	\$59,548
13	26	223	004	\$64,736
13	26	223	005	\$80,236
13	26	223	006	\$102,952
13	26	223	007	\$100,714
13	26	223	008	\$59,335
13	26	223	009	\$36,925
13	26	223	010	\$118,207
13	26	223	011	\$85,834
13	26	223	012	\$106,717
13	26	223	013	\$144,440
13	26	223	014	\$195,844
13	26	225	001	\$87,671
13	26	225	002	\$64,338
13	26	225	003	\$130,953
13	26	225	004	\$184,023
13	26	225	005	\$250,946
13	26	225	006	\$77,140
13	26	225	007	\$36,481
13	26	225	008	\$0
13	26	225	009	\$244,724
13	26	225	012	\$73,327
13	26	225	013	\$147,797
13	26	225	014	\$111,624
13	26	225	015	\$80,807
13	26	225	016	\$139,346
13	26	225	048	\$26,876
13	26	225	049	\$4,142
13	26	225	050	\$32,548
13	26	225	051	\$23,009
13	26	225	052	\$30,747
13	26	225	053	\$8,425
13	26	225	054	\$144,961
13	26	225	055	\$75,638

Parcel Number				1998 EAV
13	26	225	057	\$49,761
13	26	225	058	\$0
13	26	226	019	\$0
13	26	226	029	\$0
13	26	226	030	\$322,821
13	26	226	031	\$0
13	26	226	032	\$68,445
13	26	402	011	\$38,388
13	26	402	012	\$38,447
13	26	402	013	\$38,892
13	26	402	014	\$49,359
13	26	402	015	\$49,359
13	26	402	016	\$49,477
13	26	402	017	\$80,733
13	26	402	018	\$176,873
13	26	402	019	\$43,925
13	26	402	031	\$287,655
13	26	402	032	\$67,900
13	26	402	033	\$33,627
13	26	404	001	\$291,169
13	26	404	002	\$267,044
13	26	404	003	\$518,433
13	26	404	004	\$477,025
13	26	405	001	\$760,306
13	26	405	003	\$130,794
13	26	405	004	\$451,834
13	26	406	010	\$674,958
13	26	406	011	\$545,871
13	26	408	001	\$203,579
13	26	408	017	\$236,741
13	26	408	018	\$57,983
13	26	408	019	\$222,147
13	26	408	020	\$150,751
13	26	408	021	\$102,732
13	26	408	022	\$206,774
13	26	408	023	\$245,267
13	26	408	024	\$0

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*Part 1 - Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	26	408	025	\$0
13	26	408	030	\$0
13	26	408	031	\$0
13	26	408	032	\$1,439
13	26	408	033	\$1,399
13	26	408	034	\$1,399
13	26	408	035	\$1,399
13	26	408	036	\$1,735
13	26	408	037	\$1,735
13	26	408	038	\$2,128
13	26	408	039	\$1,735
13	26	408	040	\$1,849
13	26	408	041	\$1,735
13	26	408	042	\$1,399
13	26	408	043	\$1,626
13	26	414	001	\$549,468
13	26	414	002	\$1,179,125
13	26	415	001	\$126,009
13	26	415	002	\$490,480
13	26	415	003	\$75,379
13	26	415	004	\$67,950
13	26	415	005	\$94,095
13	26	415	006	\$143,873
13	26	415	007	\$172,310
13	26	415	008	\$61,702
13	26	415	009	\$275,053
13	26	415	030	\$0
13	26	427	029	\$39,022
13	26	427	030	\$16,153
13	26	427	031	\$13,858
13	26	427	032	\$17,197
13	26	427	033	\$69,173
13	26	427	034	\$34,876
13	26	427	035	\$47,478
13	26	427	036	\$115,005
13	26	428	018	\$76,942
13	26	428	019	\$112,365
13	26	428	020	\$47,304

Parcel Number				1998 EAV
13	26	428	021	\$57,582
13	26	428	031	\$77,480
13	26	428	032	\$72,970
13	26	428	033	\$71,614
13	26	429	013	\$33,034
13	26	429	014	\$38,072
13	26	429	017	\$71,209
13	26	429	018	\$89,668
13	26	429	019	\$68,641
13	26	429	031	\$92,079
13	26	429	033	\$123,511
13	35	127	042	\$9,755
13	35	127	043	\$9,755
13	35	127	044	\$44,346
13	35	127	045	\$168,947
13	35	128	021	\$178,946
13	35	128	022	\$26,072
13	35	128	023	\$11,928
13	35	128	024	\$0
13	35	128	025	\$0
13	35	128	026	\$63,708
13	35	128	029	\$21,546
13	35	128	028	\$98,623
13	35	128	030	\$140,743
13	35	206	001	\$241,232
13	35	206	002	\$0
13	35	206	003	\$149,105
13	35	206	004	\$59,346
13	35	206	005	\$53,920
13	35	206	006	\$57,172
13	35	206	007	\$57,214
13	35	206	008	\$364,436
13	35	207	001	\$18,137
13	35	207	002	\$79,109
13	35	207	003	\$75,026
13	35	207	004	\$78,967
13	35	207	005	\$161,672

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*Part 1 - Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	35	207	006	\$137,733
13	35	208	001	\$69,789
13	35	208	002	\$47,903
13	35	208	003	\$65,602
13	35	208	004	\$74,487
13	35	208	018	\$307,970
13	35	208	019	\$290,208
13	35	208	020	\$166,911
13	35	232	012	\$25,714
13	35	232	013	\$26,634
13	35	232	014	\$35,864
13	35	232	015	\$24,025
13	35	232	016	\$52,106
13	35	232	017	\$58,208
13	35	232	018	\$63,123
13	35	232	019	\$41,523
13	35	232	020	\$27,101
13	35	232	026	\$152,443
13	35	234	028	\$63,049
13	35	234	029	\$52,985
13	35	234	030	\$26,630
13	35	234	031	\$17,849
13	35	234	032	\$7,902
13	35	234	033	\$7,902
13	35	234	035	\$52,697
13	35	234	036	\$42,767
13	35	236	020	\$55,755
13	35	236	021	\$3,895
13	35	236	022	\$3,895
13	35	236	023	\$4,046
13	35	236	024	\$31,724
13	35	236	025	\$75,538
13	35	236	026	\$63,487
13	35	236	029	\$41,305
13	35	236	030	\$77,807
13	35	236	031	\$35,936
13	35	236	032	\$40,193

Parcel Number				1998 EAV
13	35	236	033	\$82,230
13	35	236	034	\$39,094
13	35	304	001	\$10,171
13	35	304	002	\$7,024
13	35	304	003	\$7,763
13	35	304	004	\$26,451
13	35	304	005	\$3,895
13	35	304	006	\$64,185
13	35	304	007	\$8,404
13	35	304	042	\$45,560
13	35	304	043	\$5,993
13	35	305	001	\$64,743
13	35	305	005	\$8,606
13	35	305	006	\$8,606
13	35	305	007	\$8,606
13	35	305	008	\$0
13	35	305	046	\$79,246
13	35	305	047	\$36,945
13	35	306	001	\$130,604
13	35	306	002	\$29,313
13	35	306	003	\$35,208
13	35	306	004	\$24,506
13	35	306	007	\$27,837
13	35	306	008	\$2,038
13	35	306	009	\$99,002
13	35	306	044	\$22,327
13	35	306	045	\$23,536
13	35	400	001	\$74,411
13	35	400	002	\$21,631
13	35	400	003	\$149,114
13	35	400	004	\$76,761
13	35	400	005	\$10,036
13	35	400	006	\$30,682
13	35	400	007	\$15,408
13	35	400	008	\$31,929
13	35	400	042	\$47,594
13	35	400	043	\$196,056

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*Part 1 – Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	35	401	001	\$102,503
13	35	401	004	\$26,468
13	35	401	005	\$106,458
13	35	401	006	\$39,325
13	35	401	007	\$4,118
13	35	401	008	\$4,118
13	35	401	009	\$4,118
13	35	401	010	\$89,491
13	35	401	044	\$85,801
13	35	402	001	\$64,632
13	35	402	002	\$1,944
13	35	402	003	\$12,356
13	35	402	004	\$4,118
13	35	402	005	\$57,809
13	35	402	006	\$21,932
13	35	402	007	\$20,613
13	35	402	008	\$54,971
13	35	402	009	\$3,322
13	35	402	010	\$76,863
13	35	402	011	\$148,854
13	35	403	006	\$219,764
13	35	403	007	\$509,294
13	35	403	037	\$198,650
13	35	404	001	\$85,964
13	35	404	002	\$36,651
13	35	404	003	\$4,118
13	35	404	004	\$62,031
13	35	404	005	\$30,558
13	35	404	006	\$45,961
13	35	404	007	\$39,345
13	35	404	008	\$4,118
13	35	404	009	\$4,118
13	35	404	010	\$0
13	35	404	040	\$0
13	35	404	041	\$0
13	35	405	001	\$55,278
13	35	405	002	\$4,118

Parcel Number				1998 EAV
13	35	405	003	\$37,658
13	35	405	004	\$192,753
13	35	405	005	\$45,817
13	35	405	006	\$77,803
13	35	405	007	\$10,592
13	35	405	008	\$91,543
13	35	405	009	\$4,118
13	35	405	010	\$48,038
13	35	405	011	\$34,216
13	35	405	012	\$153,123
13	36	100	001	\$93,383
13	36	100	002	\$5,703
13	36	100	003	\$29,017
13	36	100	004	\$3,800
13	36	100	009	\$135,448
13	36	100	015	\$47,422
13	36	100	018	\$31,968
13	36	100	019	\$11,174
13	36	100	020	\$0
13	36	100	023	\$0
13	36	100	024	\$0
13	36	100	025	\$565,359
13	36	100	027	\$430,988
13	36	101	001	\$192,391
13	36	101	002	\$53,959
13	36	101	003	\$28,138
13	36	101	004	\$94,789
13	36	101	005	\$69,408
13	36	101	006	\$34,752
13	36	101	007	\$31,833
13	36	101	008	\$47,905
13	36	101	009	\$0
13	36	101	010	\$30,972
13	36	101	011	\$33,237
13	36	101	029	\$121,174
13	36	101	039	\$147,383

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*Part 1 - Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	36	102	001	\$194,297
13	36	102	002	\$43,184
13	36	102	003	\$33,021
13	36	102	004	\$28,291
13	36	102	012	\$12,244
13	36	102	013	\$9,873
13	36	102	014	\$28,677
13	36	102	015	\$12,057
13	36	102	016	\$7,473
13	36	102	017	\$44,891
13	36	102	018	\$44,823
13	36	102	019	\$3,056
13	36	102	020	\$6,616
13	36	102	021	\$46,164
13	36	102	022	\$32,099
13	36	102	023	\$24,060
13	36	102	024	\$135,459
13	36	102	025	\$747,514
13	36	102	026	\$88,846
13	36	102	027	\$185,795
13	36	102	028	\$176,439
13	36	102	029	\$12,325
13	36	102	030	\$14,906
13	36	105	029	\$3,558
13	36	105	030	\$3,531
13	36	105	031	\$2,531
13	36	105	032	\$24,254
13	36	105	033	\$48,753
13	36	105	034	\$42,920
13	36	105	035	\$44,073
13	36	105	036	\$42,794
13	36	105	037	\$42,554
13	36	105	038	\$21,832
13	36	105	039	\$95,155
13	36	107	030	\$40,387
13	36	107	031	\$121,037
13	36	107	032	\$57,621

Parcel Number				1998 EAV
13	36	107	033	\$59,875
13	36	107	034	\$110,044
13	36	107	035	\$562
13	36	107	036	\$35,295
13	36	107	037	\$27,816
13	36	107	038	\$9,746
13	36	107	039	\$9,746
13	36	107	040	\$22,351
13	36	107	041	\$50,482
13	36	107	042	\$32,474
13	36	107	087	\$25,681
13	36	107	088	\$25,112
13	36	107	089	\$5,352
13	36	107	090	\$41,061
13	36	109	038	\$138,982
13	36	109	039	\$25,211
13	36	109	040	\$20,068
13	36	109	041	\$26,643
13	36	109	079	\$25,346
13	36	109	080	\$0
13	36	109	081	\$0
13	36	109	082	\$50,713
13	36	109	084	\$68,342
13	36	109	085	\$41,444
13	36	109	086	\$79,492
13	36	109	090	\$18,067
13	36	109	091	\$31,201
13	36	113	027	\$297,877
13	36	113	028	\$72,900
13	36	113	072	\$531,739
13	36	113	075	\$268,304
13	36	113	076	\$57,421
13	36	115	035	\$123,494
13	36	115	036	\$15,776
13	36	115	037	\$9,834
13	36	115	038	\$0
13	36	115	039	\$80,142

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*Part 1 -- Original Project Area.**1998 Equalized Assessed Valuation By Parcel.*

Parcel Number	1998 EAV
13 36 115 040	\$23,137
13 36 115 041	\$119,450
13 36 115 042	\$35,439
13 36 115 043	\$4,796
13 36 115 044	\$26,798
13 36 115 045	\$4,796
13 36 115 046	\$53,626
13 36 116 032	\$26,760
13 36 116 033	\$5,395
13 36 116 051	\$377,552
13 36 116 052	\$264,324
13 36 116 055	\$34,442
13 36 116 056	\$40,786
13 36 123 006	\$62,511
13 36 123 007	\$27,192
13 36 123 008	\$87,458
13 36 123 013	\$5,594
13 36 123 014	\$25,448
13 36 123 015	\$55,847
13 36 123 016	\$24,781
13 36 123 017	\$45,357
13 36 123 018	\$30,519
13 36 124 011	\$48,130
13 36 124 012	\$39,565
13 36 124 013	\$75,226
13 36 124 014	\$29,607
13 36 124 015	\$39,792
13 36 124 016	\$7,603
13 36 124 017	\$40,928
13 36 124 018	\$62,223
13 36 124 019	\$0
13 36 124 021	\$5,609
13 36 124 022	\$8,216
13 36 124 023	\$57,761
13 36 125 005	\$110,543
13 36 125 006	\$65,177
13 36 125 007	\$22,909
13 36 125 008	\$15,693
13 36 125 009	\$12,554

Parcel Number	1998 EAV
13 36 125 010	\$13,598
13 36 125 011	\$177,749
13 36 125 012	\$10,764
13 36 125 013	\$13,620
13 36 125 014	\$31,177
13 36 125 015	\$3,163
13 36 125 016	\$21,091
13 36 125 017	\$52,320
13 36 125 018	\$25,115
13 36 202 051	\$92,463
13 36 202 052	\$56,799
13 36 202 053	\$22,237
13 36 202 054	\$11,632
13 36 202 055	\$36,400
13 36 210 001	\$110,139
13 36 210 002	\$20,053
13 36 210 003	\$23,427
13 36 210 004	\$28,097
13 36 210 005	\$31,877
13 36 210 006	\$16,120
13 36 210 007	\$176,245
13 36 210 008	\$25,243
13 36 210 009	\$45,063
13 36 210 010	\$27,831
13 36 210 011	\$6,699
13 36 210 012	\$17,895
13 36 210 013	\$52,137
13 36 210 014	\$60,235
13 36 214 004	\$49,113
13 36 214 005	\$98,228
13 36 214 006	\$49,113
13 36 214 007	\$9,705
13 36 214 008	\$9,352
13 36 214 009	\$9,705
13 36 214 010	\$9,705
13 36 214 011	\$9,705
13 36 214 012	\$9,705
13 36 214 022	\$211,623
13 36 215 035	\$10,882

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## Part 1 - Original Project Area.

## 1998 Equalized Assessed Valuation By Parcel.

Parcel Number				1998 EAV
13	36	215	036	\$116,433
13	36	215	037	\$60,710
13	36	215	038	\$11,918
13	36	215	039	\$35,493
13	36	215	044	\$50,543
13	36	215	048	\$94,621
13	36	215	049	\$404,197
13	36	215	050	\$550,747
13	36	218	001	\$86,488
13	36	218	002	\$43,435
13	36	218	003	\$43,435
13	36	218	004	\$11,658
13	36	218	005	\$34,081
13	36	219	001	\$76,715
13	36	219	002	\$126,670
13	36	219	003	\$112,313
13	36	219	004	\$21,152
13	36	219	005	\$67,655
13	36	219	006	\$51,243
13	36	219	007	\$42,617
13	36	219	008	\$11,806
13	36	219	009	\$34,756
13	36	219	011	\$34,292
13	36	219	012	\$57,861
13	36	219	013	\$77,746
13	36	219	014	\$41,671
13	36	219	015	\$49,368
13	36	219	016	\$23,872
13	36	220	001	\$10,819
13	36	220	002	\$10,335
13	36	220	003	\$10,335
13	36	220	004	\$11,619
13	36	220	005	\$20,657
13	36	220	006	\$20,657
13	36	220	007	\$20,657
13	36	220	008	\$20,657
13	36	220	009	\$20,657
13	36	221	017	\$251,981

Parcel Number				1998 EAV
13	36	221	032	\$448,575
13	36	221	065	\$41,183
13	36	221	066	\$22,998
13	36	221	067	\$2,847
13	36	221	068	\$36,317
13	36	221	069	\$91,615
13	36	221	070	\$51,021
13	36	221	071	\$73,234
13	36	225	001	\$7,756
13	36	225	002	\$10,202
13	36	225	003	\$10,202
13	36	225	004	\$10,202
13	36	225	005	\$10,202
13	36	225	006	\$15,259
13	36	225	007	\$3,710
13	36	225	027	\$126,016
13	36	225	040	\$222,908
13	36	225	041	\$61,275
13	36	225	043	\$62,544
13	36	225	044	\$185,771
13	36	225	045	\$50,931
13	36	225	046	\$26,037
13	36	225	047	\$995,953
13	36	228	001	\$107,905
13	36	228	002	\$36,744
13	36	228	003	\$34,745
13	36	228	004	\$29,296
13	36	228	005	\$75,398
13	36	228	008	\$132,124
13	36	228	022	\$5,044
13	36	228	023	\$27,861
13	36	228	024	\$17,566
13	36	228	025	\$25,623
13	36	228	026	\$27,569
13	36	228	027	\$10,784
13	36	228	028	\$10,867
13	36	228	029	\$23,759
13	36	228	030	\$25,562



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*Part 1 - Original Project Area.**1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	36	228	031	\$30,192
13	36	228	032	\$21,125
13	36	228	033	\$23,273
13	36	228	034	\$4,661
13	36	228	035	\$23,188
13	36	228	036	\$24,694
13	36	228	037	\$21,372
13	36	228	038	\$27,179
13	36	228	039	\$5,563
13	36	228	040	\$29,860
13	36	229	029	\$0
13	36	229	030	\$0
13	36	229	031	\$7,335
13	36	229	032	\$71,935
13	36	229	033	\$47,786
13	36	229	034	\$3,625
13	36	229	035	\$4,532
13	36	229	036	\$22,769
13	36	229	037	\$4,796
13	36	229	038	\$4,796
13	36	229	039	\$25,426
13	36	229	040	\$14,158
13	36	229	041	\$23,194
13	36	229	042	\$22,756
13	36	229	043	\$23,111
13	36	229	044	\$23,048
13	36	229	045	\$4,796
13	36	229	046	\$4,796
13	36	229	049	\$4,028
13	36	229	050	\$52,719
13	36	229	051	\$93,064
13	36	229	052	\$22,695
13	36	229	053	\$22,682
13	36	229	054	\$3,265
13	36	229	055	\$31,133
13	36	229	056	\$29,544
13	36	230	001	\$64,643

Parcel Number				1998 EAV
13	36	230	002	\$59,256
13	36	230	003	\$59,167
13	36	230	004	\$175,972
13	36	230	005	\$162,625
13	36	230	006	\$24,264
13	36	230	007	\$12,000
13	36	230	008	\$50,720
13	36	230	009	\$9,557
13	36	230	010	\$109,621
13	36	230	011	\$141,691
13	36	230	012	\$39,362
13	36	230	013	\$9,921
13	36	230	014	\$57,013
13	36	230	015	\$57,013
13	36	230	016	\$9,810
13	36	230	017	\$10,516
13	36	230	018	\$47,565
13	36	230	019	\$76,297
13	36	230	020	\$34,085
13	36	230	021	\$25,086
13	36	230	022	\$8,105
13	36	230	024	\$71,937
13	36	230	025	\$71,937
13	36	230	026	\$32,696
13	36	230	027	\$32,284
13	36	230	028	\$23,447
13	36	230	029	\$97,402
13	36	230	030	\$41,109
13	36	230	031	\$52,788
13	36	230	032	\$52,788
13	36	230	033	\$35,848
13	36	230	034	\$35,870
13	36	230	035	\$55,860
13	36	230	036	\$88,371
13	36	230	037	\$301,921
13	36	230	038	\$125,527
13	36	230	039	\$201,564

## Appendix D.

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## Part 1 - Original Project Area.

## 1998 Equalized Assessed Valuation By Parcel.

Parcel Number				1998 EAV
13	36	230	040	\$209,340
13	36	230	041	\$119,445
13	36	230	088	\$23,848
13	36	230	089	\$38,562
13	36	230	090	\$29,557
13	36	230	091	\$47,958
13	36	230	092	\$47,958
13	36	231	018	\$393,433
13	36	233	032	\$195,753
13	36	300	009	\$143,828
13	36	300	010	\$41,287
13	36	300	011	\$75,387
13	36	300	026	\$219,673
13	36	300	027	\$217,940
13	36	302	001	\$4,796
13	36	302	002	\$4,796
13	36	302	003	\$37,409
13	36	302	004	\$36,437
13	36	302	005	\$4,796
13	36	302	024	\$61,709
13	36	302	025	\$30,737
13	36	302	026	\$20,648
13	36	302	027	\$25,721
13	36	302	028	\$0
13	36	302	029	\$0
13	36	303	001	\$148,778
13	36	303	002	\$5,530
13	36	303	003	\$76,268
13	36	303	021	\$123,559
13	36	303	022	\$164,231
13	36	304	001	\$80,554
13	36	304	018	\$82,357

Parcel Number				1998 EAV
13	36	305	001	\$2,952
13	36	305	002	\$5,881
13	36	305	003	\$112,080
13	36	305	022	\$202,936
13	36	306	001	\$93,762
13	36	306	022	\$185,878
13	36	307	001	\$12,755
13	36	307	002	\$12,755
13	36	307	050	\$218,655
13	36	400	001	\$75,200
13	36	400	002	\$0
13	36	400	003	\$0
13	36	400	004	\$25,072
13	36	400	005	\$39,188
13	36	400	006	\$91,331
13	36	402	001	\$37,169
13	36	402	002	\$21,014
13	36	402	003	\$20,227
13	36	402	004	\$24,781
13	36	402	005	\$19,608
13	36	402	006	\$22,207
13	36	402	007	\$41,527
13	36	402	008	\$17,478
13	36	402	009	\$17,524
13	36	402	010	\$0
13	36	402	011	\$51,975
13	36	402	012	\$18,684
13	36	402	013	\$23,310
13	36	402	014	\$22,444
13	36	402	015	\$24,062
13	36	402	016	\$575

*Appendix D.*  
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*Part 1 -- Original Project Area.*

*1998 Equalized Assessed Valuation By Parcel.*

Parcel Number				1998 EAV
13	36	402	019	\$24,164
13	36	402	020	\$30,168
13	36	402	021	\$24,029
13	36	402	022	\$108,849
13	36	402	023	\$26,002
13	36	402	049	\$0
13	36	403	015	\$149,626
13	36	403	016	\$366,221
13	36	404	001	\$39,713
13	36	404	002	\$31,853
13	36	404	003	\$27,517
13	36	404	004	\$2,904
13	36	404	007	\$24,986
13	36	404	008	\$15,602
13	36	404	009	\$26,414
13	36	404	010	\$50,478
13	36	404	020	\$7,606
13	36	404	021	\$9,624
13	36	404	022	\$8,358
13	36	404	024	\$0
13	36	404	025	\$131,090
13	36	404	026	\$25,226
13	36	404	027	\$14,287
13	36	404	028	\$59,666
13	36	404	029	\$27,022
13	36	404	030	\$73,628
13	36	404	031	\$10,533
13	36	404	032	\$6,274
13	36	404	033	\$2,056
13	36	404	034	\$56,675
13	36	500	001	\$0

Parcel Number				1998 EAV
13	36	500	002	\$0
13	36	500	003	\$0
13	36	500	004	\$0
13	36	500	005	\$0
13	36	500	006	\$0
13	36	500	007	\$0
13	36	500	008	\$0
13	36	500	009	\$0
13	36	500	010	\$0
13	36	500	011	\$0
13	36	500	012	\$0
13	36	500	013	\$0
13	36	500	014	\$0
13	36	500	015	\$0
13	36	500	016	\$0
13	36	500	017	\$0
13	36	500	018	\$0
13	36	500	019	\$0
13	36	500	020	\$0
13	36	500	021	\$0
13	36	500	022	\$0
13	36	500	023	\$0
13	36	500	024	\$0
13	36	500	025	\$0
13	36	500	026	\$0
13	36	500	027	\$0
13	36	500	028	\$0
13	36	500	029	\$0
13	36	500	030	\$0
13	36	500	031	\$0
Total				\$72,137,399

## Appendix D.

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
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## Part 2 - Amended Area.

## 2003 Equalized Assessed Valuation By Parcel.

Parcel Number	2003 EAV
13-25-314-001	\$202,833
13-25-314-002	\$140,538
13-25-314-003	\$68,262
13-25-314-004	\$101,742
13-25-314-011	\$0
13-25-314-012	\$73,285
13-25-314-018	\$154,965
13-25-314-019	\$208,940
13-25-314-020	\$139,353
13-25-314-021	\$169,662
13-25-314-022	\$162,467
13-25-314-023	\$81,232
13-25-314-024	\$292,364
13-25-314-025	\$291,747
13-25-314-026	\$85,279
13-25-314-027	\$0
13-25-314-030	\$108,728
13-25-314-031	\$0
13-25-314-032	\$0
13-25-314-033	\$0
13-25-314-034	\$217,363
13-25-314-035	\$0
13-25-314-036	\$29,067
13-25-314-037	\$0
13-25-314-038	\$118,700
13-25-314-052	\$294,802
13-25-314-053	\$0
13-25-500-010	\$0
13-26-100-012	\$32,029
13-26-100-013	\$25,287
13-26-100-014	\$25,287
13-26-100-015	\$11,797

Parcel Number	2003 EAV
13-26-100-026	\$187,599
13-26-101-002	\$32,167
13-26-101-003	\$25,223
13-26-101-012	\$33,355
13-26-101-013	\$26,285
13-26-214-082	\$364,493
13-26-214-083	\$78,728
13-26-214-084	\$80,111
13-26-214-085	\$422,483
13-26-214-086	\$208,456
13-26-214-087	\$74,739
13-26-214-088	\$62,577
13-26-214-089	\$65,932
13-26-214-090	\$49,196
13-26-214-091	\$340,768
13-26-215-095	\$111,663
13-26-215-096	\$618,512
13-26-215-097	\$364,542
13-26-215-098	\$268,300
13-26-215-104	\$100,370
13-26-215-105	\$259,878
13-27-204-001	\$117,947
13-27-204-002	\$63,106
13-27-204-003	\$54,236
13-27-204-004	\$53,146
13-27-204-005	\$81,289
13-27-204-006	\$7,379
13-27-204-021	\$322,086
13-27-204-056	\$74,006
13-27-204-058	\$981,627
13-27-204-059	\$448,345

*Appendix D.*  
 (To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
 Financing Redevelopment Plan And Project)  
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*Part 2 – Amended Area.*

*2003 Equalized Assessed Valuation By Parcel.*

Parcel Number	2003 EAV
13-27-205-003	\$0
13-27-205-004	\$348,364
13-27-207-018	\$0
13-27-207-023	\$1,471,755
13-27-207-024	\$513,006
13-27-207-025	\$0
13-35-128-015	\$0
13-35-231-014	\$76,748
13-35-231-015	\$79,629
13-35-231-016	\$55,670
13-35-231-017	\$58,093
13-35-231-018	\$125,241
13-35-231-019	\$68,769
13-35-231-020	\$59,574
13-35-231-021	\$109,919
13-35-231-022	\$101,169
13-35-231-023	\$56,610
13-35-231-024	\$25,415
13-35-231-025	\$50,834
13-35-231-026	\$73,312
13-36-103-001	\$257,054
13-36-103-002	\$88,727
13-36-103-003	\$85,291
13-36-103-004	\$103,749
13-36-103-005	\$34,081
13-36-103-006	\$34,656
13-36-103-007	\$52,539
13-36-103-008	\$45,322

Parcel Number	2003 EAV
13-36-103-009	\$45,450
13-36-103-010	\$218,398
13-36-103-011	\$151,145
13-36-103-012	\$47,263
13-36-103-013	\$52,059
13-36-103-014	\$43,051
13-36-103-015	\$46,623
13-36-103-016	\$167,881
13-36-103-017	\$258,279
13-36-103-018	\$45,285
13-36-103-019	\$85,549
13-36-103-020	\$59,212
13-36-103-021	\$42,685
13-36-407-010	\$10,326
13-36-407-011	\$105,784
13-36-407-012	\$89,328
13-36-407-013	\$49,454
13-36-407-034	\$56,479
13-36-407-035	\$56,479
13-36-407-036	\$56,479
13-36-407-037	\$55,301
13-36-407-038	\$56,479
13-36-407-039	\$31,038
13-36-407-040	\$421,622
13-36-408-028	\$0
13-36-408-050	\$10,326
Total	\$15,251,781

*Appendix E.*  
(To Amendment Number 1 To Fullerton/Milwaukee  
Tax Increment Financing Redevelopment  
Plan And Project)

*Fullerton/Milwaukee Redevelopment Plan And Project*

*Housing Impact Study*

*Amendment Number 1*

*December 30, 2004.*

*Introduction.*

Teska Associates, Inc. has been retained to conduct a Housing Impact Study for the City of Chicago (the "City") Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "Act"). This report summarizes the analyses and findings of the consultants' work, which is the responsibility of Teska Associates, Inc.

The Fullerton/Milwaukee Redevelopment Project Area ("Project Area") is located approximately five (5) miles northwest of the central business district of Chicago. The Project Area encompasses portions of four (4) major corridors: West Armitage Avenue, from North Ridgeway Avenue to North Milwaukee Avenue; West Fullerton Avenue, from North Kimball Avenue to North Francisco Avenue; West Belmont Avenue, from North Tripp Avenue to North Hamlin Avenue; and North Milwaukee Avenue from West Homer Avenue to West School Street.

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and the City does not certify at that time that no displacement of residents will occur, the municipality shall prepare a housing impact study and incorporate the study in the Redevelopment Plan.

The number and type of residential buildings in the Project Area potentially affected by the Redevelopment Plan were identified during the survey of building condition and land-use conducted as part of the eligibility analysis for the Project Area. An estimate of the number of residential units within each such building, and whether such residential units were inhabited or uninhabited, was based on a number

of analytical tools including, where appropriate, physical building surveys, Cook County tax assessment records, and United States Census data. As of November 24, 2004 the Project Area contained one thousand five hundred seventy-seven (1,577) residential units, of which one thousand four hundred thirty-four (1,434) were inhabited and one hundred forty-three (143) were uninhabited.

The goal of the Redevelopment Plan is not to displace existing residents. The primary goal of the Redevelopment Plan is to increase housing opportunities and strengthen commercial nodes. However, the City is unable to certify that no displacement of residents will occur throughout the twenty-three (23) year life of the Redevelopment Plan. Therefore, based on the requirements of the Act, this housing impact study contains the following parts:

Part I herein identifies the residential units in number and type, indicating whether they are inhabited or uninhabited, and the racial and ethnic composition of the residents. Specifically, the housing impact study shall provide the following:

1. data as to whether the residential units are single-family or multi-family units;
2. the number and type of rooms within the units, if that information is available;
3. data as to whether the units are inhabited or uninhabited, as determined not less than forty-five (45) days before the Redevelopment Plan is considered by the Community Development Commission; and
4. data as to the racial and ethnic composition of the residents in the inhabited residential units (this data requirement shall be deemed to be fully satisfied by data from the most recent federal census).

Part II herein identifies the inhabited residential units in the proposed project area that may be removed, including:

1. the number and location of those units that may be removed;
2. the municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residences are to be removed;
3. the availability of replacement housing for those residents whose residences are to be removed, and the type, location, and cost of the housing; and
4. the type and extent of relocation assistance to be provided.

*Part I.*

*Residential Units.*

Part I of this study provides the type, size and number of residential units within the Project Area, the number of inhabited and uninhabited units, and the racial and ethnic composition of the residents in the inhabited residential units.

*Type And Number Of Residential Units.*

Field studies conducted by the Teska Associates, Inc. indicate that the Project Area contains one thousand five hundred seventy-seven (1,577) residential units. There are twenty-seven (27) single-family homes, five hundred thirty-seven (537) units in multi-family buildings and one thousand thirteen (1,013) units in mixed-use buildings (typically, upper story apartments above commercial uses).

*Type And Number Of Rooms In Residential Units.*

Tables E-1, E-2 and E-3, respectively, describe the distribution of the one thousand five hundred seventy-seven (1,577) residential units in the Project Area by number of rooms, by number of bedrooms, and by kitchen and plumbing facilities.

For purposes of this study, data has been gathered from the 2000 United States Census and is represented in block groups. A block group is a combination of census blocks (a census block is the smallest entity for which the Census Bureau collects and tabulates one hundred percent (100%) data). The Block Group is the lowest level of geography for which the Census Bureau has tabulated sample, or long-form, data. In this study, we have relied on the 2000 federal census because it is the best available information regarding the structures and residents of the Project Area. We have obtained information for the thirty-five (35) block groups which contain residential units in the Project Area. These thirty-five (35) block groups contain a total of twenty-one thousand two hundred forty-six (21,246) residential units.

The number of conventional residential units in the Project Area (one thousand five hundred seventy-seven (1,577)) represents seven and four-tenths percent (7.4%) of the total residential units within the thirty-five (35) block groups. Therefore, that percentage has been consistently applied to estimate the distributions of rooms, number of bedrooms, and kitchen and plumbing facilities as presented in the tables below. For example, the number of one (1) room units in all thirty-five (35) block groups is one thousand six hundred ninety-one (1,691). Multiplying seven and four-tenths percent (7.4%) by this total



determines that there are one hundred twenty-six (126) one (1) room units in the Project Area ( $1,691 \times 0.074 = 125.52$ ).

Table E-1 shows the estimated number (rounded to the nearest whole number) of conventional residential units in the Project Area by number of rooms. As defined by the Census Bureau, a room includes living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year round use and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Table E-1.

Estimated Number Of Rooms  
Per Dwelling Units.

Number Of Rooms	Number Of Units Within All Block Groups	Number Of Units Within Project Area
1	1,127	83
2	1,607	119
3	3,033	224
4	4,650	344
5	5,172	383
6	3,481	258
7	896	66
8	340	25
9 or more	940	70
TOTAL:	21,246	1,572

Source: 2000 Census, United States Bureau of the Census.

Table E-2 describes the estimated number of bedrooms in the conventional residential units in the Project Area. As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A residential unit consisting of only one (1) room, such as a one (1) room efficiency apartment, is classified by definition as having no bedroom.

Table E-2.

Estimated Number Of Bedrooms  
Per Dwelling Units.

Number Of Bedrooms	Number Of Units Within All Block Groups	Number Of Units Within Project Area
0	1,691	125
1	5,076	376
2	8,032	594
3	4,918	364
4	976	72
5 or more	553	41
TOTAL:	21,246	1,572

Source: 2000 Census, United States Bureau of the Census. Numbers may not add due to rounding.

Table E-3 describes the estimated number of conventional residential units in the Project Area with kitchen facilities and with plumbing facilities. As defined by the Census Bureau, a unit has complete kitchen facilities when it has all of the following: (1) an installed sink with piped water, (2) a range, cook top and

convection or microwave oven, or cookstove, and (3) a refrigerator. All kitchen facilities must be located in the structure. They need not be in the same room. Portable cooking equipment is not considered a range or cookstove. An ice box is not considered to be a refrigerator. As defined by the Census Bureau, complete plumbing facilities include hot and cold piped water, a flush toilet and a bathtub or shower. All three (3) facilities must be located inside the house, apartment or mobile home, but not necessarily in the same room. Housing facilities are classified as lacking complete plumbing facilities when any of the three (3) facilities are not present.

Table E-3.

Estimated Number Of Units With  
Kitchen And Plumbing Facilities.

Facility	Number Of Units Within All Block Group Which Have Facility	Number Of Units Within Project Area Which Have Facility	Percentage Of Project Area Total
Kitchen	20,720	1,533	97.5%
Plumbing	20,744	1,535	97.6%

Source: 2000 Census, United States Bureau of the Census.

#### Inhabited Units.

Field surveys were completed on a building-by-building basis by Teska Associates, Inc. to determine the total number of inhabited and uninhabited residential units within the Project Area. As required by the Act, this information was ascertained as of November 24, 2004, which is not less than forty-five (45) days before the date that the resolution required by subsection (a) of Section 11-74.4-5 of the Act is or will be passed.

The Project Area contains one thousand five hundred seventy-seven (1,577) residential units, including one thousand four hundred thirty-four (1,434)

inhabited units and one hundred forty-three (143) uninhabited units. All of these uninhabited units are contained in multi-family or mixed-use buildings.

Table E-4.

Types Of Dwelling Units.

Type Of Unit	Inhabited	Vacant	Total
Single-Family Home	27	0	27
Units in Multiple-Family Buildings	504	33	537
Units in Mixed-Used Buildings	903	110	1,013
TOTAL:	1,434	143	1,577

Source: T.A.I. Field Survey.

Demographics.

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units is determined according to the most recent federal census data.

First, the estimated number of persons in the Project Area is calculated. The United States Department of Housing and Urban Development (H.U.D.) has determined a family size adjustment rate based on the number of bedrooms in a unit. This rate is applied to the estimated number of units in the Project Area, in order to estimate the number of persons living in the Project Area. Estimates are shown in Table E-5 below. Currently, approximately four thousand eight hundred forty-nine (4,849) persons reside in the Project Area.

Table E-5.

## Estimated Number Of Residents.

Number Of Bedrooms	Number Of Units Within Project Area (see Table B-2)	H.U.D. Family Size Adjustment Rate (persons per unit)	Estimated Number Of Persons Within Project Area
0	125	1.0	125
1	376	1.5	564
2	594	3.0	1,782
3	364	4.5	1,638
4	72	6.0	432
5 or more	41	7.5	308
TOTAL:	1,572	N/A	4,849

Source: United States Department of Housing and Urban Development, 2000.

Second, racial and ethnic composition is available from the 2000 United States Census, for the thirty-five (35) block groups which contain residential units in the Project Area. These block groups contain a total of sixty thousand ninety-nine (60,099) residents. Table E-6 identifies the residents of the thirty-five (35) block groups by their racial and ethnic composition, and estimates the racial and ethnic composition of the estimated four thousand eight hundred forty-nine (4,849) residents of the Project Area. For example, census data indicates that forty-three and nine-tenths percent (43.9%) of the total number of residents in the thirty-five (35) block groups are white. By applying this percentage to the estimated Project Area population of four thousand eight hundred forty-nine (4,849) and rounding to the nearest whole number, we estimate that there are two thousand one hundred twenty-nine (2,129) white persons among the four thousand eight hundred forty-nine (4,849) residents of the Project Area ( $4,849 \times 0.439 = 2,129$ ).

Table E-6.

Estimated Racial And Ethnic  
Composition Of Residents.

Race	2000 Census Percentage In All Block Groups	Estimated Number Of Residents Within Project Area
White Only	43.9%	2,129
Black or African American Only	5.6%	272
American Indian and Alaska Native Only	0.8%	39
Asian Only	1.8%	87
Native Hawaiian and Other Pacific Islander Only	0.1%	5
Other Single Race	41.6%	2,017
Two or More Races	6.3%	305
TOTAL:	100%	4,854
Ethnic Composition		
Hispanic or Latino (of any race)	67%	3,268

Source: 2000 Census, United States Bureau of the Census totals may not add due to rounding.

*Part II.*

*Relocation Plans.*

As required by the Act, Part II contains information on any acquisition, relocation program, replacement housing and relocation assistance.

Residential Units Which May Be Removed.

The Redevelopment Plan indicates that no property is being targeted for acquisition under the 2005 Amendment. It also states the underlying Armitage/California/St. Louis Redevelopment Area previously identified several properties for acquisition. These properties are identified in Appendix C. Appendix C identifies parcels of real property on which there are buildings containing residential units that could be removed if the underlying Redevelopment Plan is implemented. Hence, there is a possibility over the twenty-three (23) year life of the Project Area that some inhabited residential units may be removed as a result of the implementation of the previously adopted underlying acquisition plan. The methodology used to estimate the number and location of residential units that may be removed is as follows:

1. First, all inhabited residential units previously identified on any underlying acquisition maps are counted. The Armitage/California/St. Louis Redevelopment Area Plan identified three (3) mixed-use structures with four (4) residential units that may be acquired. The number of inhabited residential units that may be removed under this step is three (3).
2. Second, if any properties were targeted for acquisition, inhabited residential units on those properties would be counted. Since no properties are identified for acquisition in the Redevelopment Plan, no inhabited residential units are counted in this step.
3. Third, we count the number of residential units that exist where the future land-use indicated by the Redevelopment Plan is different than the current use. No parcels which currently contain residential units are designated for redevelopment to a different future land-use that would preclude the inclusion of residential units on-site, therefore, the Redevelopment Plan is not minimizing the number of potential residential units in the future. The number of residential units removed under this step is zero (0).

In total, three (3) inhabited residential units may be removed, as described below:

Table E-7.

## Residential Units Which May Be Removed.

Permanent Index Number	Address	Number Of Dwelling Units	Type Of Building	Reason For Potential Removal	Proposed Future Land-Use
13-35-236-025	3224 West Armitage Avenue	1	Mixed-Use	Previously Approved Acquisition	Mixed-Use
13-35-236-024	3226 West Armitage Avenue	2	Mixed-Use	Previously Approved Acquisition	Mixed-Use
13-36-300-010	3107 West Armitage Avenue	1	mixed-Use	Previously Approved Acquisition	Mixed-Use

These units are planned to be replaced by the residential component of the corridor mixed land-use as contemplated in the land-use plan, which would mitigate the loss of these units.

## Relocation Program.

If during the life of the twenty-three (23) year tax increment financing district, the City acquires property which includes residential units, the City's plans for relocation assistance for qualified residents in the proposed Project Area shall be consistent with the requirements set forth in Section 11-74.4-3(n)(7) of the Act. The terms and conditions of such assistance are described under "Type and Extent of Relocation Assistance" below. The City, as of the date of this report, has prepared no specific relocation plan because it is not the intent of the City to acquire any occupied residential units within the Project Area.

## Availability Of Replacement Housing.

In accordance with Section 11-74.4-3(n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced resident whose residence is removed, is located in or near the Project Area.

To promote development of affordable housing, the Redevelopment Plan requires that developers who receive tax increment financing assistance for market-rate housing are to set aside at least twenty percent (20%) of the units to meet



affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to households earning no more than one hundred percent (100%) of the area median income (adjusted for family size), and affordable rental units should be affordable to households earning no more than sixty percent (60%) of the area median income (adjusted for family size).

Samples of the type, location and cost of a sample of possible replacement housing units located in the Avondale, Logan Square, Bucktown, Roscoe Village, Palmer Square and Humboldt Park community areas are listed in Table E-8. The information presented is based on classified advertisements from the *Chicago Reader* online newspaper listings (compiled from the October 29, 2004 issue). It is important to note, however, that Chicago has a rental cycle that turns over in greater volume on May 1 and October 1 of each year. The majority of the apartments in the City that turn over in any given year become available during the months prior to those dates. Therefore, housing ads placed at these times will likely reflect a wider variety of rental rates, unit sizes and locations.

Table E-8.

## Sample Replacement Housing.

Housing Type	Location	Rent
Studio apartment	2011 North Leavitt Street	\$625
Studio apartment	2700 West Logan Boulevard	550
Studio apartment	2959 North Damen Avenue	550
One-bedroom apartment	2457 West Logan Boulevard	650
One-bedroom apartment	3530 West Lyndale Street	595
One-bedroom apartment	3115 West Diversey Avenue	650
One-bedroom apartment	1940 North Drake Avenue	650
One-bedroom apartment	2252 North Spaulding Avenue	650
One-bedroom apartment	2625 North Spaulding Avenue	600
One-bedroom apartment	2637 North Spaulding Avenue	610

Housing Type	Location	Rent
One-bedroom apartment	2452 North Spaulding Avenue	\$610
One-bedroom apartment	2220 North Hamilton Avenue	595
One-bedroom apartment	2634 West Armitage Avenue	575
One-bedroom apartment	3700 West Fullerton Avenue	600
One-bedroom apartment	1659 North Humboldt Boulevard	630
One-bedroom apartment	2840 North Whipple Street	625
One-bedroom apartment	4304 North St. Louis Avenue	625
One-bedroom apartment	2335 West Roscoe Street	625
One-bedroom apartment	2014 West Melrose Street	650
One-bedroom apartment	4337 North Richmond Street	625
One-bedroom apartment	2900 West Belle Plaine Avenue	600
One-bedroom apartment	4101 West Sacramento Avenue	650
One-bedroom apartment	4137 North Kimball Avenue	600
Two-bedroom apartment	2252 North Spaulding Avenue	750
Two-bedroom apartment	2011 North California Avenue	650
Two-bedroom apartment	2036 North Whipple Street	600
Two-bedroom apartment	2046 North California Avenue	650
Two-bedroom apartment	2452 North Spaulding Avenue	610
Two-bedroom apartment	2544 North Springfield Avenue	650
Two-bedroom apartment	3602 West Irving Park Road	850
Two-bedroom apartment	4137 North Kimball Avenue	\$725

Source: *Chicago Reader*, October 29, 2004 on-line edition.

#### Type And Extent Of Relocation Assistance.

In the event that the implementation of the Redevelopment Plan results in the removal by the City of residential housing units in the Redevelopment Project Area occupied by low-income households or very low-income households, the occupants of such units shall be provided relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. The City shall make a good faith effort to ensure that affordable replacement housing for the aforementioned households is located in or near the Redevelopment Project Area.

As used in the above paragraph, "low-income households", "very low-income households" and "affordable housing" have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Redevelopment Plan, these statutory terms have the following meaning: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of Section 8 of the United States Housing Act of 1937 ("Section 8"); (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D. for purposes of Section 8; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households, as applicable.

An estimate of the number of low- and very low-income households in the Redevelopment Project Area is based on the 2000 United States Census data for the block groups which contain the residential units in the Project Area.

First, the thirty-five (35) block groups which contain residential units in the Project Area contain a total of twenty one thousand two hundred forty-six (21,246) residential units, and the Project Area contains one thousand five hundred seventy-seven (1,577) residential units (seven and four-tenths percent (7.4%) of the block group total). Census data also indicates that there are nineteen thousand five hundred fifty-one (19,551) households in the thirty-five (35) block groups. Therefore, we estimate that there are one thousand four hundred forty-seven (1,447) households in the Project Area ( $19,551 \times 0.074 = 1,447$ ).

Table E-9 shows the percentage of households in the block groups by household income level.

Table E-9.

## Estimated Number Of Households By Income Level.

1989 Household Income	Number Of Households Within All Block Groups	Percent Of Households	Estimated Number Of Households Within Project Area
Up to \$14,999	4,249	21.7%	314
\$15,000 to \$34,999	6,203	31.7%	459
\$35,000 or more	9,099	46.5%	673
TOTAL:	19,551	100.0%	1,447

Source: 2000 Census, United States Bureau of the Census.

Second, the number of occupied units by household size is determined, based on the fact that in the Project Area, one thousand four hundred thirty-four (1,434) of one thousand five hundred seventy-seven (1,577) residential units area occupied (ninety and nine-tenths percent (90.9%)). For example, if there are three hundred seventy-six (376) one (1) bedroom residential units in the Project Area, approximately three hundred forty-two (342) are occupied ( $376 \times 0.909 = 18$ ).

Table E-10.

## Estimated Number Of Occupied Units By Number Of Bedrooms.

Number Of Bedrooms	Number Of Units Within Project Area (see Table E-5)	Estimated Number Of Occupied Units Within Project Area	H.U.D. Family Size Adjustment Rate (persons per unit)
0	125	114	1.0

Number Of Bedrooms	Number Of Units Within Project Area (see Table E-5)	Estimated Number Of Occupied Units Within Project Area	H.U.D. Family Size Adjustment Rate (persons per unit)
1	376	342	1.5
2	594	540	3.0
3	364	331	4.5
4	72	65	6.0
5 or more	41	37	7.5
TOTAL:	1,573	1,430	n/a

Source: United States Department of Housing and Urban Development, Fiscal Year 1999 Income Limits.

Third, since 2000 Census household income data were collected in 1999, they are compared to 1999 low-income, very low-income and thirty percent (30%) of the area median income threshold limits as determined by H.U.D.. The H.U.D. income limits are based on family size and defined as follows:

- The low-income limit is defined as "80% of the median family income for the area, subject to adjustments for areas with unusually high or low-incomes or housing costs".
- The very low-income limit is defined as "50% of the median family income for the area, subject to specified adjustments for areas with unusually high or low-incomes".
- The thirty percent (30%) of the area median income limits is "a new income targeting standard of the 1998 Act Amendments to the Housing Act of 1937; to avoid inconsistencies with other limits, it is defined as 60% of the four person family very low-income limit, adjusted for family size".

These income limits are also adjusted for family size so that larger families have higher income limits. Using the criteria listed above, the following information is determined:

- Four hundred fifty-six (456) occupied residential units (thirty-one and nine-tenths percent (31.9%)) have zero (0) or one (1) bedroom. This corresponds to a household size of one (1) to one and one-half (1.5) persons. For comparison to the H.U.D. income thresholds, we assume a household size of one (1) to two (2) persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$13,410 (for 1 person) to \$15,300 (for 2 persons)
very low-income (50% of median)	\$22,350 (for 1 person) to \$25,500 (for 2 persons)
low-income (80% of median)	\$35,760 (for 1 person) to \$40,800 (for 2 persons)

- Eight hundred seventy-one (871) occupied residential units (sixty and nine-tenths percent (60.9%)) have two (2) or three (3) bedrooms. This corresponds to a household size of three (3) to four and one-half (4.5) persons. For comparison to the H.U.D. income thresholds, we assume a household size of three (3) to five (5) persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$17,250 (for 3 persons) to \$20,670 (for 5 persons)
very low-income (50% of median)	\$28,750 (for 3 persons) to \$34,450 (for 5 persons)
low-income (80% of median)	\$46,000 (for 3 persons) to \$55,120 (for 5 persons)

- One hundred two (102) occupied residential units (seven and one-tenth percent (7.1%)) have four (4) or more bedrooms. This corresponds to a household size of six (6) to seven and one-half (7.5) persons. For

comparison to the H.U.D. income thresholds, we assume a household size of six (6) to eight (8) persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$22,200 (for 6 persons) to \$25,260 (for 8 persons)
very low-income (50% of median)	\$37,000 (for 6 persons) to \$42,100 (for 8 persons)
low-income (80% of median)	\$59,200 (for 6 persons) to \$67,360 (for 8 persons)

*Exhibit "B".*  
(To Ordinance)

*Community Development Commission*

*Of The City Of Chicago*

*Resolution 05-CDC-20*

*Recommending To The City Council*

*Of The City Of Chicago*

*For The Proposed*

*Fullerton/Milwaukee*

*Redevelopment Project Area --*

*Amendment Number 1:*

*Approval Of*

*A Redevelopment Plan,*

*Designation Of*

*A Redevelopment Project Area*

*And Adoption Of*

*Tax Increment Allocation Financing.*

Whereas, The Community Development Commission (the "Commission") of the

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT E**

**CONSTRUCTION CONTRACT**

See Attached.

*See Exhibit E to Residential TIF RDA  
at Tab 44A*



**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT F**

**PERMITTED LIENS**

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the City's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[None.]

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT G**

**PROJECT BUDGET**

**HAIRPIN COMMERCIAL BUDGET**

Acquisition	1.00
<b>Hard Costs</b>	
Rehab/Construction	1,882,275.00
Construction Contingency	161,292.00
<b>Interim Costs (Constr. Period)</b>	
Construction Period Insurance	2,749.00
Construction Interest	132,336.00
Construction Period Taxes	10,000.00
Construction Loan/Bond Origination (1%)	8,000.00
<b>Professional Services</b>	
Construction Loan Diligence Report Fees	13,350.00
Architect - Design	45,260.71
Architect - Supervision	15,000.00
Civil Engineer	2,912.99
Structural Engineer	2,800.00
Landscape Design	788.98
Historic Consultant	1,554.05
Historic Engineer	16,252.70
LEED Commissioning	11,011.54
Accounting	5,000.00
Market Study	8,391.25
Environmental Report & Testing	1,473.80
Marketing and Leasing	30,000.00
Tenant Improvement Allowance	173,060.47
Signage	59,000.00
Payless Construction	75,000.00
<b>Fees</b>	
Title and Recording	10,596.50
Utility Connections	6,000.00
Survey	4,317.00
Legal Fees	114,751.00

Lender's Inspection Fee	14,500.00
<b>Escrows and Reserves</b>	
Tenant Improvement Reserve	50,000.00
Working Cap/Leasing Reserve	50,000.00
Replacement Reserve	3,000.00
<b>Financing Costs</b>	
Permanent Loan Rate Lock & Origination	21,000.00
Syndication Fee	29,850.00
Tax Opinion Fee	20,000.00
Other Fees	650.00
<b>Developer's Fee</b>	357,861.00
<b>TOTAL COSTS:</b>	<b>\$3,340,035.00</b>



F. Attached hereto is a copy of the most recently available report (or final approval with respect to the Final Installment only) of the Monitoring and Compliance Division of the Department of Community Development with respect to MBE/WBE, City Resident hiring and prevailing wage matters.

G. Attached hereto is a copy of the inspecting architect's confirmation of construction completion, or percentage of completion, as applicable [ONLY FOR FINAL INSTALLMENT].

H. Attached hereto is documentation establishing full payment of the last installment of real estate taxes due prior to the date hereof.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[DEVELOPER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Chicago  
Department of Community Development

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT I**

**APPROVED PRIOR EXPENDITURES**

None

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT J**

**OPINION OF DEVELOPER'S COUNSEL**

See Attached.

*See Tab 44C*

**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT K**

**MINIMUM ASSESSED VALUATIONS\***

13-26-225-015	\$ 80,807
13-26-225-016	\$ 139,346

\*Represents the equalized assessed valuation for tax year 1998, which is the equalized assessed valuation of such Parcel on the date of establishment of the Redevelopment Area.



**HAIRPIN RETAIL  
REDEVELOPMENT AGREEMENT**

**EXHIBIT L**

**ESCROW AGREEMENT**

See Attached.

Escrow Account No. U309813-001

## ESCROW AND DISBURSEMENT AGREEMENT

This ESCROW AND DISBURSEMENT AGREEMENT (the "Escrow Agreement"), dated as of March 31, 2010 is made and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City") through its Department of Community Development ("DCD"), Hairpin Retail, LLC, an Illinois limited liability company (the "Borrower"), Greater Illinois Title Company, an Illinois corporation (as "Escrow Agent"), Citibank, N.A., a national banking association, (the "Funding Lender") and Brinshore 2800 Corp., an Illinois corporation ("Brinshore"). DCD, on behalf of the City, and Funding Lender are referred to herein collectively as the "Funders."

### Preliminary Statement

In connection with paying or reimbursing a portion of the costs of acquisition, construction, rehabilitation, development, and equipping of the retail portion of a building located at the northwest corner of the intersection of North Milwaukee Avenue and West Diversey Avenue in the City (the "Project"), the Funding Lender has made a certain loan to the Borrower (the "Borrower Loan") in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000) pursuant to that certain Loan Agreement (herein as amended, supplemented and restated from time to time (the "Borrower Loan Agreement") by and between the Borrower and the Funding Lender dated as of the date hereof for the Project.

Additionally, the City plans to enter into a Hairpin Retail Redevelopment Agreement (the "TIF Redevelopment Agreement") for the provision of City Funds (as defined in the TIF Redevelopment Agreement) for the Project with the Borrower and Brinshore. Pursuant to the TIF Redevelopment Agreement, the City will deposit the City Funds (as defined therein) into the Escrow Account in accordance with Exhibit E.I. attached hereto. The City shall not be required to deposit or disburse the City Funds to Brinshore prior to the date such funds are made available under the TIF Redevelopment Agreement. The Escrow Agent shall create a subaccount of the Escrow Account (the "TIF Subaccount") for the deposit of the City Funds hereunder.

Brinshore intends to make a capital contribution to the Borrower of the City Funds in the aggregate principal amount of \$1,210,000 (the "Brinshore Equity"). The Escrow Agent shall create a subaccount of the Escrow Account (the "Brinshore Subaccount") for the deposit of City Funds paid to Brinshore.

The Borrower Loan Agreement and the TIF Redevelopment Agreement are referred to herein collectively as the "Agreements." The total amount of the Borrower Loan and the City Funds is set forth on Part I of Exhibit B hereto. The Borrower Loan is secured by a mortgage

(the "Mortgages") covering the land and improvements described therein. The Title Company (as identified on Exhibit A hereto) has issued (or has issued its commitment to issue) an ALTA Mortgagee's Title Insurance Policy with respect to such Mortgage, collectively referred to herein as the "Policy."

Pursuant to the Second Amended and Restated Operating Agreement (the "Operating Agreement") by and among Hairpin Retail, LLC, an Illinois limited liability company, CRF Projects LLC Series V-5, a Delaware limited liability company series (the "Investor"), the Investor will contribute a total of \$995,000 to the capital of the Borrower (the "Cash Equity").

The Funders and the Borrower desire to utilize the staff and expertise of the Escrow Agent to collect, review and approve lien waivers, and disburse the Escrowed Proceeds (as hereinafter defined), subject to the terms and conditions of this Escrow Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

I. Creation of and Deposits to Escrow Account.

A. Escrow Account. There is hereby created with the Escrow Agent an escrow account (the "Escrow Account"), including the TIF Subaccount and the Brinshore Subaccount, into which all funds shall be deposited hereunder in the amounts set forth in Part I of Exhibit C hereto (collectively, including the Cash Equity, the "Escrowed Proceeds"). The Escrow Agent will provide, upon written request, any information regarding the disbursement of funds from the Escrow Account, including but not limited to specific disbursements of the proceeds of the Borrower Loan, the City Funds, and the Cash Equity.

B. Borrower's Deposits. The Borrower and Investor will deposit into the Escrow Account the total amount set forth as Cash Equity in Exhibit C hereto. Cash Equity not deposited with the Escrow Agent pursuant to this Escrow Agreement shall be done only in accordance with Part III of Exhibit B hereof.

C. Funder Deposits. Over the term of this Escrow Agreement, the Funders will deposit into the Escrow Account the total amounts set forth for each such Funder, respectively, on Part I of Exhibit C hereto (being the proceeds of such Funder's Loan or the City Funds, as applicable), all at intervals and installments to be determined pursuant to the respective Agreements, and will deposit into the Escrow Account as of the date hereof the amounts, if any, set forth for each Funder, respectively, on Part II of Exhibit C hereto. At the time of each request for a disbursement to be funded from the proceeds of Borrower Loan or City Funds hereunder, such Funder shall make a deposit with the Escrow Agent of all or a portion of the proceeds of the Borrower Loan or City Funds, as applicable, in immediately available funds, in the amount approved by each Funder pursuant to such request for disbursement as provided in Section IV hereof, provided, however, that (i) no event shall have occurred which is or, with the passage of time or the giving of notice or both, would become an event of default under any of the

Agreements, (ii) each condition set forth in Section IV, as applicable, shall have been satisfied, (iii) conditions to disbursement in each Funder's Agreement shall have been satisfied; and (iv) no Funder shall be obligated to deposit any proceeds of the Borrower Loan or City Funds, as applicable unless, at the time of such request, the Borrower Loan is "in balance" (with Deficiency, if applicable) (as such terms are defined in the applicable Agreement) and shall remain in balance following such disbursement. If the Funder of the Borrower Loan or City Funds shall, pursuant to a disbursement request, deposit with the Escrow Agent funds in an amount greater than the amount requested from such Funder, the Escrow Agent shall promptly transfer the amount of such excess back to such Funder.

## II. Allocation of Costs with Respect to Sources of Funds.

A. Disbursements of Cash Equity. Cash Equity shall be disbursed as set forth in Exhibits B and C hereto.

B. Disbursement of Funders' Loans. Disbursement of the Borrower Loan or City Funds, as the case may be, shall be as set forth on Exhibit D hereto.

1. [Intentionally Omitted.]

2. Costs. Costs documented as expended for the Project shall be disbursed to Brinshore from the City Funds, provided that such costs expended for the Project are eligible for reimbursement under the TIF Redevelopment Agreement and permitted by law.

C. Principles of Funding. The Borrower's written request for disbursement hereunder shall specify the amounts of Escrowed Proceeds from each source to be disbursed on such draw, which shall be consistent with the following principles governing funding, and in accordance with the Draw Schedule of the Borrower delivered to and approved by each Funder (as amended from time to time with all Funders' written approval):

1. First, the proceeds of the Cash Equity as described in Exhibit B.III.b and Exhibit C.II. shall be used to fund uses that may not be funded from other sources.

2. Second, after the expenditure of the Cash Equity proceeds, City Funds (to the extent available pursuant to this Agreement) and Borrower Loan proceeds in an amount not to exceed \$800,000 shall be used to fund costs in any draw not paid from other sources, at the discretion of Borrower.

The Funding Lender and the Funders, and not the Escrow Agent, are responsible for determining the amount of its disbursement requirement for each disbursement as described in this Section II(B) based upon the amount of each cost identified in the sources and uses payout distribution included in Exhibit D allocated to each Funder. Such amounts and each Funder's agreement thereto shall be evidenced by the written request for disbursement signed by the

Borrower and each Funder, as applicable, and the Escrow Agent is entitled to rely thereon, without further inquiry.

III. Manner of Disbursement. Disbursements from the Escrow Account are to be made as follows, pursuant to each draw request approved pursuant to Section IV hereof:

A. By checks to each subcontractor evidencing payment due for labor and/or materials furnished for the Project;

B. To the undersigned general contractor (the "General Contractor") under its contract for the rehabilitation of the Project, for general requirements, builder's overhead (and for builder's profit, when applicable) and for labor and/or materials furnished directly by the General Contractor for the Project, approved by the Funders and Funding Lender, as applicable, pursuant to such disbursement request;

C. To the General Contractor for labor and/or materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by a payment affidavit and lien waiver from the subcontractor;

D. To the Borrower and/or other parties as approved by the Borrower and the Funders and the Funding Lender, as applicable, for non-construction items; and/or

E. Reserved.

For purposes of this Escrow Agreement, the term "subcontractor" shall include all mechanics and materialmen furnishing services (including remediation), labor, materials and supplies to the Project.

IV. Conditions Precedent to Disbursements. NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER UNTIL EACH FUNDER AND THE FUNDING LENDER (OTHER THAN THOSE FUNDERS SPECIFICALLY SET FORTH IN ITEM A.1(f) BELOW), WHETHER OR NOT CONTRIBUTING FUNDS TO SUCH DISBURSEMENT, HAS APPROVED THE DISBURSEMENT REQUEST. IF ANY FUNDER HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER (a) EXCEPT AS PROVIDED IN SECTION V(F) HEREOF OR (b) UNLESS AND UNTIL ALL FUNDERS SHALL HAVE JOINTLY NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

The additional terms and conditions under which disbursements are to be made under this Escrow Agreement are as follows:

A. All Disbursements. The requirements for all disbursements, including the first and final disbursement, are as follows:

1. Prior to each disbursement of funds hereunder, the following shall be furnished to the Escrow Agent for each disbursement which is requested for the Project:

a. A sworn owner's statement disclosing all contractors and material suppliers with whom the Borrower has contracted, their respective addresses, work or materials to be furnished, amounts of contracts, amounts paid to date, amounts of current payments and balances due (the "Owner's Statement");

b. A sworn General Contractor's statement setting forth in detail all contractors and material suppliers with whom the General Contractor has contracted for the Project, their respective addresses, work or materials to be furnished, amounts of contracts, amounts paid to date, amounts of current payments and balances due (the "Contractor's Statement"), together with the partial waiver of the General Contractor in the amount of the draw, and waivers of liens, affidavits, supporting waivers and/or release of liens, if necessary, from subcontractors and material suppliers listed thereon;

c. An approval of the current condition of title shown in each Policy, from each Funder holding (or to receive) a Policy. When, after the first disbursement, a further title search reveals a subsequently arising exception over which the Title Company is unwilling to insure, the Escrow Agent will notify the Funders and discontinue disbursement until the exception has been disposed of to the satisfaction of the Funders. (A mechanic's lien claim over which the Title Company is required to insure hereunder does not warrant a discontinuance of disbursement);

d. Other statements, waivers, affidavits, supporting waivers and releases of lien from such persons and in such form as may be required by the Escrow Agent for the purpose of releasing and waiving any and all rights to file mechanic's lien claims against the Project for those amounts and the work or materials which they represent (alternatively, the Borrower may enter into such indemnification arrangement with the Escrow Agent as required by the Escrow Agent to underwrite the requested coverage and issue the said required policy);

e. The Cash Equity due as of the date of the requested disbursement from the Borrower, as well as sufficient funds in the aggregate, consisting of Cash Equity, City Funds or the proceeds of the Borrower Loan, to cover the amount of the disbursement;

f. A written approval by the Funders of the requested disbursement and a request that the disbursement be made. For disbursements other than the first disbursement, such approval shall reference any extras or change orders not previously covered by waivers or deposited funds, and the amount of such extra or change order. Except for the disbursement of City Funds to Brinshore, which shall be approved only by DCD, approval of the Servicer (on behalf of the Funding Lender) and DCD are required for every disbursement regardless of whether such Funders are contributing funds to such disbursement. The approval of DCD for disbursements of City Funds

shall consist solely of signed acknowledgement by DCD delivered to the Escrow Agent and Funders that the requirements for such disbursement have been satisfied in accordance with the TIF Redevelopment Agreement, as summarized on Exhibit E.II attached hereto. Brinshore shall loan the City Funds received pursuant to this Agreement to the Borrower pursuant to the Brinshore Loan Documents. Upon receipt of approval by DCD for funding of each disbursement of the City Funds, the Escrow Agent will pay such disbursement of City Funds to Brinshore by disbursing the City Funds from the TIF Subaccount into the Brinshore Subaccount which shall be disbursed from the Brinshore Subaccount in accordance with this Agreement. All Funders and the Servicer shall be copied on the approvals required by this Section;

g. If any Funder so requests, General Contractor shall provide current copies of all of General Contractor's subcontracts from time to time in effect with respect to the Project; and

h. An Architect's Certificate of Payment (Form G702) from Hartshorne Plunkard, Ltd. and, if any Funder makes a written request, all inspection reports made by Borrower's supervisory architect since the preceding disbursement.

2. Simultaneously with each disbursement, the Title Company shall issue and deliver a mechanics' lien and pending disbursement endorsement to each Funder's Policy, if any, in form and substance satisfactory to such Funder (the "Endorsement"). The amount shown in the pending disbursement portion of any such Endorsement shall be the amount of the total disbursement(s) made by such Funder to date, and the effective date thereof shall be the date such Funder's funds are deposited into the Escrow Account.

B. First Disbursement. Prior to the first disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished:

1. Where applicable, the Title Company shall have furnished to each Funder Policy, in such form and with such endorsements as shall be satisfactory to each such Funder, covering the recording of each Funder's Mortgage, if any, and showing each Funder as the insured under its respective Policy.

C. Final Disbursement. Prior to the final disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished:

1. A certificate addressed to the Escrow Agent, from the Funding Lender's construction consultant, if any, and DCD or its representative, certifying that all rehabilitation or construction work has been completed and materials are in place to the extent shown in the request for payment by the General Contractor.

2. Upon completion of the Project, the Borrower shall promptly submit notice thereof to the Escrow Agent and each Funder and shall cause the Title Company to issue a final Endorsement to each Funder's Policy, if any.

D. Disbursement Following Default Under Funders' Agreements. In the event of a default by Borrower under any of the Agreements (as determined after taking into account all applicable notice and cure periods, if any), any Cash Equity in the Escrow Account will be disbursed by Escrow Agent in accordance with the joint written direction of all Funders.

V. Escrow Agent. It is understood by the parties hereto and by the General Contractor, who executed this Escrow Agreement to evidence its understanding and not as a party hereto, that the following provisions govern the duties of the Escrow Agent hereunder:

A. The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of any sworn statement required hereunder;

B. If at any time the Escrow Agent shall discover a misstatement of a material fact in any request or accompanying documentation, or other notice from the Borrower, it shall promptly give notice of such discovery to the Borrower and each Funder and shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of each Funder and if applicable, the Borrower, except as directed pursuant to the joint direction of all Funders and if applicable, the Borrower;

C. The Escrow Agent will not accept any blanket lien waivers by the General Contractor as to labor performed and/or materials furnished by others. The Escrow Agent will not accept any blanket waiver pre-signed by any subcontractor;

D. While the subcontractors and any suppliers of labor and materials listed on sworn statements are not parties to this Escrow Agreement and have no standing hereunder, the Escrow Agent is authorized to furnish to those persons information which the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse;

E. Any requirement or undertaking herein notwithstanding, there is no obligation assumed by the Escrow Agent for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent shall have received investment instructions in writing from the Funder of such funds and the Borrower, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it hereunder;

F. Upon receipt of written notice to the Escrow Agent from any Funder, which notice shall be provided to all other Funders and to the Borrower, the Escrow Agent shall transfer to such Funder all amounts previously disbursed by such Funder into the Escrow Account that remain in the Escrow Account;



G. The Escrow Agent's charges for the services performed and title insurance protection furnished hereunder are the responsibility of the Borrower and are to be paid from funds deposited herein, and the Escrow Agent reserves the right to suspend further processing of funds in the Escrow Account until this is done or other arrangements satisfactory to the Escrow Agent have been made; and

H. It is understood by the parties hereto that the requirements listed in this Section V are solely for the Escrow Agent's benefit to assist the Escrow Agent in fulfilling its obligations hereunder.

VI. Special Provisions. Special provisions applicable to this Escrow Agreement are set forth on Exhibit E hereto. If there shall be any inconsistency between the terms of the body of this Escrow Agreement and any term set forth as a special provision on Exhibit E hereto, the term set forth as a special provision on Exhibit E shall prevail.

VII. General.

A. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth on Exhibit F hereto, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested. 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) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day (as defined below) immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail. "Business Day" as used herein shall mean a day on which banks in the City of Chicago are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State of Illinois or any ordinance or resolution of the City of Chicago.

B. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

C. No official, officer or employee of the City shall be personally liable to the Borrower or any successor in interest in the event of any default or breach of this Escrow Agreement by the City or for any amount which may become due to the Borrower or any successor in interest, or on any obligation under the terms of this Escrow Agreement.

D. The Escrow Agent, the Funders and the Borrower agree that this Escrow Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than the Escrow Agent, the Funders and the Borrower, as a third party beneficiary or otherwise, under any theory of law.

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

F. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

G. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

H. Funders, the Funding Lender and the Borrower agrees that, absent an Event of Default under the Borrower Loan, any savings in the costs of completing the Project shall, after making any payment due under the Borrower Loan at conversion from a construction to a permanent loan, go to reducing the City Funds, and not to reduce the equity or other Funders loans as described in Exhibit B hereto. At or prior to completion of the Project, the Borrower shall fully disburse Cash Equity into the Escrow Account. Such disbursements shall be applied to pay or reimburse cost of the Project or, in the event that such disbursements exceed the remaining unpaid or unreimbursed Project costs, after making any payment due under the Borrower Loan at conversion from a construction to a permanent loan, such funds shall be paid to the City to reduce the amount of the City Funds

I. The undersigned parties acknowledge and agree that the Servicer has been retained by the Funding Lender to be the servicer for the Multi-Family Housing Financing and shall perform any and all obligations of the servicer under the Borrower Loan Agreement, including the review of draw requests for and the authorization of advances of the Multi-Family Housing Financing. Any direction or approval hereunder to be made or given by the Funding Lender shall be given by the Servicer on behalf of the Funding Lender.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

**CITY OF CHICAGO, ILLINOIS**  
By: Christine Raguso  
Christine Raguso, Acting Commissioner  
Department of Community Development

By: Edward B. Ellis  
Name: Ed Ellis  
Its: Deputy Commissioner,  
Financial Control

**HAIRPIN RETAIL, LLC**  
an Illinois limited liability company

By: Brinshore 2800 Corp.,  
an Illinois corporation,  
its Manager

By: \_\_\_\_\_  
David Brint, President

**BRINSHORE 2800 CORP.**  
an Illinois corporation

By: \_\_\_\_\_  
David Brint, President

**CITIBANK, N.A.**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GREATER ILLINOIS TITLE COMPANY,**  
an Illinois corporation, as Escrow Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

**CITY OF CHICAGO, ILLINOIS**

By: \_\_\_\_\_  
Christine Raguso, Acting Commissioner  
Department of Community Development

By: \_\_\_\_\_  
Name: Ed Ellis  
Its: Deputy Commissioner,  
Financial Control

**HAIRPIN RETAIL, LLC**

an Illinois limited liability company

By: Brinshore 2800 Corp.,  
an Illinois corporation,  
its Manager

By: David Brint  
David Brint, President

**BRINSHORE 2800 CORP.**

an Illinois corporation

By: David Brint  
David Brint, President

**CITIBANK, N.A.**

a national banking association

By: \_\_\_\_\_  
Name: Mark Risch  
Title: Vice President

**GREATER ILLINOIS TITLE COMPANY,**

an Illinois corporation, as Escrow Agent

By: Tom Hines  
Name: Tom Hines  
Title: Commercial Escrow Officer

ACKNOWLEDGED AND ACCEPTED:

**McSHANE CONSTRUCTION COMPANY LLC**  
a Delaware limited liability company

By: Mark Tritschler  
Name: MARK TRITSCHLER  
Title: EXEC VP

**EXHIBIT A**

**A. PARTIES:**

1. Hairpin Retail, LLC, an Illinois limited liability company, referred to herein as the "Borrower", having an address at 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062; Attention: David B. Brint
2. Brinshore 2800 Corp., an Illinois corporation, referred to herein as "Brinshore," having an address at 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062; Attention: David B. Brint
3. Citibank, N.A., a national banking corporation, referred to herein as the "Funding Lender", having an address at 325 East Hillcrest Drive, Suite 160, Thousand Oaks, California 91360; Attention: Operations Manager Loan #7044
4. City of Chicago, Illinois, an Illinois municipal corporation referred to herein as "City", having an address at its Department of Community Development, 121 North LaSalle Street, Room 1006, Chicago, Illinois 60602, Attention: Commissioner
5. Greater Illinois Title Company, an Illinois corporation, referred to herein as the "Escrow Agent" and "Title Company", having an address at 120 North LaSalle Street, Suite 900, Chicago, Illinois 60602; Attention: Melinda Janczur

**B. Title Company:** Greater Illinois Title Company

EXHIBIT B

FUNDING OF THE PROJECT

I. Total amounts of the respective Equity and Loans:

Cash Equity	
-syndication proceeds	\$995,000
-proceeds of Managing Member Contribution	\$150,610
City Funds:	\$1,210,000*
Citibank Loan:	\$800,000

\* The City Funds shall be disbursed to Brinshore pursuant to the Hairpin Retail Redevelopment Agreement and contributed by Brinshore to the Borrower.

II. Permitted Ratios: Not Applicable

III. Disbursements outside this Escrow Account:

a. Equity disbursed by the Borrower prior to the date hereof, outside this Escrow Account and approved by the Funders as Equity contributions:

None

b. Amounts disbursed on March 31, 2010, but not disbursed into this Escrow Account:

\$150,610

c. Amounts to be disbursed after March 31, 2010, outside this Escrow Account:

None

EXHIBIT C

FUNDING OF THE ESCROW ACCOUNT

I. Total amount to be disbursed into the Escrow Account over the term of the Escrow Agreement:

Cash Equity	
-syndication proceeds	\$995,000
City Funds	\$1,210,000*
Citibank Loan	\$800,000
<b>TOTAL:</b>	<b>\$3,005,000</b>

\* The City Funds shall be disbursed to Brinshore pursuant to the Hairpin Retail Redevelopment Agreement and contributed by Brinshore to the Borrower.

II. Amounts disbursed into the Escrow Account on March 31, 2010:

Cash Equity	
-syndication proceeds	\$995,000
<b>TOTAL:</b>	<b>\$995,000</b>



**EXHIBIT D**  
**SOURCES AND USES**

See attached.

**EXHIBIT D:  
COMMERCIAL**

		Dev Equity/		CRF Tax Credit	Chicago TIF	TIF Eligible
		CitiCorp Loan	Interim Income	Equity		
<b>THROUGH ESCROW</b>						
Acquisition Costs						
Land Cost	1			1		
Hard Costs						
Rehab/Construction	1,599,231			565,992	1,033,239	1,599,231
Contractor General Conditions	110,462	110,462				
Contractor Overhead	32,258	32,258				
Contractor Profit	96,775	96,775				
Construction Contingency	161,292	161,292				
Performance Bond	43,549	43,549				
Interim Costs						
Construction Period Insurance	2,749	2,749				
Construction Interest	132,336	132,336				
Construction Period Taxes	10,000	10,000				
Construction Loan Origination	8,000	8,000				
Citibank Report Fees	13,350	13,350				
Professional Services						
Architect - Design	45,261	45,261				
Architect - Supervision	15,000	15,000				
Structural/Civil Engineer	5,713	5,713				
Landscape Design	789	789				
Historic Consultant	1,554	1,554				
Historic Engineer	16,253	16,253				
LEED Commissioning	11,012	11,012				
Accounting	5,000	5,000				
Market Study	8,391	8,391				
Environmental Report & Testing	1,474	1,474				
Marketing and Leasing	30,000	30,000				
Tenant Improvement Allowance	173,060	48,783	124,277			
Retail Signage	59,000		59,000			
Payless Construction	75,000		37,333	37,667		
Fees						
Title and Recording	10,597			10,597		
Utility Connections	6,000			6,000		
Survey	4,317			4,317		
Legal Fees	114,751			114,751		
Lender's Inspection Fee	14,500			14,500		
Escrows and Reserves						
Working Cap/Leasing Reserve	50,000			50,000		
Replacement Reserve	3,000			3,000		
Tenant Improvement Reserve	50,000			50,000		
Financing Costs						
Permanent Loan App Fee	5,000			5,000		
Permanent Loan Origination	16,000			16,000		
Tax Opinion Fee	20,000			20,000		
Other Fees	650			650		
Syndication Costs						
CRF Syndication Costs:	29,850			29,850		
Developer's Fee						
Developer's Fees	66,675			66,675		
<b>Total through Escrow</b>	<b>3,048,849</b>	<b>800,000</b>	<b>220,610</b>	<b>995,000</b>	<b>1,033,239</b>	<b>1,599,231</b>
	<i>1,048,849</i>	<i>800,000</i>	<i>220,610</i>	<i>995,000</i>	<i>1,033,239</i>	
<b>OUTSIDE ESCROW</b>						
Developer Fee	176,761					
Deferred Dev. Fee	114,425					
<b>Outside of Escrow</b>	<b>291,186</b>					

FUNDS DISBURSEMENT

CONSTRUCTION PERIOD SOURCES	Amount of Funds	Adjustments	Adjusted Amount	Previously Paid	Current Draw	Balance Available
Developer Equity	\$150,610.00	0.00	150,610.00	\$0.00	150,610.00	\$0.00
CRF Tax Credit Equity	\$341,684.00	0.00	341,684.00	\$0.00	118,128.14	\$223,555.86
CRF NMTC Loan	\$653,316.00	0.00	653,316.00	\$0.00	0.00	\$653,316.00
CitiCorp - Construction Loan	\$800,000.00	0.00	800,000.00	\$0.00	0.00	\$800,000.00
Interim Income	\$70,000.00	0.00	70,000.00	\$0.00	0.00	\$70,000.00
TIF For Arts Center	\$1,033,239.00	0.00	1,033,239.00	\$0.00	0.00	\$1,033,239.00
<b>Total Sources Thru Construction</b>	<b>\$3,048,848.00</b>	<b>\$0.00</b>	<b>\$3,048,848.00</b>	<b>\$0.00</b>	<b>\$288,738.14</b>	<b>\$2,760,110.86</b>

PERMANENT FINANCING	Amount of Funds	Adjustments	Adjusted Amount	Previously Paid	Current Draw	Balance Available
CitiCorp - First Mortgage	\$800,000.00	0.00	800,000.00	\$0.00	0.00	\$800,000.00
Developer Equity	\$150,610.00	0.00	150,610.00	\$0.00	0.00	\$150,610.00
CRF Tax Credit Equity	\$341,684.00	0.00	341,684.00	\$0.00	0.00	\$341,684.00
CRF NMTC Loan	\$653,316.00	0.00	653,316.00	\$0.00	0.00	\$653,316.00
Interim Income	\$70,000.00	0.00	70,000.00	\$0.00	0.00	\$70,000.00
TIF For Arts Center	\$1,210,000.00	0.00	1,210,000.00	\$0.00	0.00	\$1,210,000.00
Deferred Developer Fee	\$114,425.00	0.00	114,425.00	\$0.00	0.00	\$114,425.00
<b>Total Budget</b>	<b>\$3,340,035.00</b>	<b>\$0.00</b>	<b>\$2,540,035.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,540,035.00</b>

**EXHIBIT E**

**SPECIAL PROVISIONS**

I. The City Funds will be deposited by the City into the TIF Subaccount of the Escrow Account according to the following schedule pursuant to the TIF Redevelopment Agreement:

<u>Installment</u>	<u>Date</u>	<u>Deposit Amount</u>
One	On or about May 1, 2010	\$171,900
Two	On or about October 1, 2010	\$300,000
Three	On or about December 1, 2010	\$561,339
Four	On or about March 1, 2011	\$176,761
Total		\$1,210,000

II. The City Funds will be disbursed to Brinshore according to the following schedule pursuant to the TIF Redevelopment Agreement:

<u>Installment</u>	<u>Payment Trigger</u>	<u>Payment Amount</u>
One	Upon the later of 25% completion or July 1, 2010	\$ 171,900
Two	Upon the later of 50% completion or December 1, 2010	\$300,000
Three	Upon the later of 75% completion or February 1, 2011	\$561,339
Four	Certificate of Completion pursuant to TIF Redevelopment Agreement	\$176,761
Total		\$1,210,000

**EXHIBIT F**

**ADDRESSES OF PARTIES FOR NOTICE**

IF TO THE CITY:

As set forth on Exhibit A hereto, with copies to:

Department of Finance  
City of Chicago  
33 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attention: Comptroller

Office of the Corporation Counsel  
City of Chicago  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

IF TO THE BORROWER:

As set forth on Exhibit A hereto, with copies to:

CRF Projects LLC Series V-5  
c/o Community Reinvestment Fund  
850 West Jackson Boulevard, Suite 825  
Chicago, Illinois 60607  
Attention: Nicholas Shapiro

IF TO THE FUNDING LENDER:

As set forth on Exhibit A hereto, with copies to:

Citi Community Capital  
Asset Management  
325 E. Hillcrest Drive, #160  
Thousand Oaks, California 91360  
Attention: Operations Manager/Asset Management  
Loan/Transaction/File #: 7044

and

Citi Community Capital  
Middle Office  
390 Greenwich, 2nd Floor  
New York, New York 10013  
Attention: Desk Head  
Loan/Transaction/File #: 7044

and

Citigroup Inc.

Citi Community Capital  
Municipal Securities Division  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel's Office  
Loan/Transaction/File #: 7044

and

Citicorp Municipal Mortgage Inc.  
Citi Community Capital  
c/o 701 East 60th Street, N  
Sioux Falls, South Dakota 57117  
Attention: Loan Administrator  
Loan/Transaction/File #: 7044

IF TO THE ESCROW AGENT: As set forth on Exhibit A hereto.