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City of Chicago Law Department
121 North LaSalle Street, Room 511
Chicago, IL 60602

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REDEVELOPMENT AGREEMENT

CITY OF CHICAGO

AND

THE BRYN MAWR-BELLE SHORE LIMITED PARTNERSHIP

[Handwritten signature and initials]
 7/31/97
 [Signature]

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LIST OF EXHIBITS

Exhibit A	Redevelopment Area Legal Description
Exhibit B-1	Bryn Mawr Legal Description
Exhibit B-2	Belle Shore Legal Description
Exhibit C	Protected Elements/TIF-Funded Project Costs
Exhibit D	Redevelopment Plan
Exhibit E	Financing for the Developer Project
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Exhibit H	Façade Escrow Agreement
Exhibit I	Project Budget
Exhibit J	Plans and Specifications
Exhibit K-1	Architect's Opening Certificate
Exhibit K-2	Architect's Completion Certificate

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City of Chicago Law Department
121 North LaSalle Street, Room 511
Chicago, IL 60602

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made as of this 1st day of July, 1997, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing ("DOH"), and The Bryn Mawr-Belle Shore Limited Partnership, an Illinois limited partnership (the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of City (the "City Council") adopted the following ordinances on December 11, 1996: (1) "An Ordinance of the City of Chicago, Illinois, Approving a Redevelopment Plan for the Bryn Mawr/Broadway Redevelopment Project Area;" (2) "An Ordinance of the City of Chicago, Illinois, Designating the Bryn Mawr/Broadway Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;" (3) "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Bryn Mawr/Broadway Redevelopment Project Area" (the "TIF Adoption Ordinance"); and (4) "An Ordinance Approving Amendment No. 1 to the Edgewater Redevelopment Area Redevelopment Plan' for the Edgewater Redevelopment Project Area (the "Edgewater Area"). Collectively, these ordinances shall be referred to herein as the "TIF Ordinances." The redevelopment project area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has purchased certain property located within the Redevelopment Area at 5550 North Kenmore, known as the Bryn Mawr Apartment Hotel (the "Bryn Mawr") and at 1062 West Bryn Mawr, known as the Belle Shore Apartment Hotel (the "Belle Shore") in Chicago, Illinois and legally described on the attached Exhibit B-1 and Exhibit B-2, respectively (collectively, the "Property"), and, within the time frames set

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forth in Section 3.01 hereof, shall commence and complete the following activities (the "Developer Project"): rehabilitation of the interior and commercial portions of the Bryn Mawr and Belle Shore, which together will have a total of approximately 371 dwelling units, eight commercial spaces and associated parking for approximately forty-five (45) cars. The Bryn Mawr is a twelve-story building with 231 dwelling units and four commercial spaces, and an approximately 45-space parking lot to the south of the building. The Belle Shore is an eight-story building with 140 dwelling units and four commercial spaces. The Bryn Mawr and Belle Shore are located within the boundaries of the Bryn Mawr National Historic District, which District was entered in the National Register of Historic Places on April 20, 1995. The parties acknowledge and agree that the Bryn Mawr and Belle Shore are buildings of architectural and historical significance, containing features which merit conservation and preservation, which are listed on Exhibit C, attached hereto, and for purposes of the Agreement, are described as the "Protected Elements." The City shall enter into (a) a construction contract (the "Protected Elements Construction Contract") to rehabilitate the facades of the Bryn Mawr and Belle Shore, which include the Protected Elements (the "Façade Project"), and (b) a contract with an architect to inspect the Façade Project (the "Facades Architect Contract"). Collectively, the Developer Project and the Façade Project are herein referred to as the "Project." The Protected Elements shall be preserved in accordance with the terms and conditions of that certain Preservation and Conservation Easement Agreement dated as of the date hereof between the City and the Developer (the "Easement Agreement").

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Bryn Mawr/Broadway Redevelopment Project Area Tax Incremental Financing Program Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D. Among the objectives of the Redevelopment Plan are the revitalization of the Redevelopment Area and the rehabilitation of existing buildings in the Redevelopment Area for affordable housing for low-income and moderate-income tenants.

F. Lender Financing: The City acknowledges that other financing for the Developer Project is to be provided as set forth in Exhibit E attached hereto (collectively, the "Lender Financing"). The terms of certain portions of the Lender Financing include requiring the Developer to enter into various occupancy and use restrictions including, but not limited to, the Regulatory Agreement (as defined below).

G. City Financing: Pursuant to the terms and conditions of this Agreement, the City will provide financing for the following costs, from the following sources (collectively, the "City Fund"), as set forth herein: (1) the City will pay directly for the Protected Elements Construction Contract, through the Façade Escrow (as defined below), the TIF-Funded Project Costs from the TIF Note

Proceeds (both as defined below), investment earnings on the TIF Note Proceeds, Edgewater Incremental Taxes and Other City Funds (both as defined below) and (2) the City will pay or reimburse the Developer for the TIF-Funded Interest Costs (as defined below) from Available Incremental Revenues [in the manner set forth in the TIF Note Ordinance (as defined below)].

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 Paragraph B of the Recitals hereto.

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

"Available Incremental Revenues" shall mean those Incremental Taxes and Edgewater Incremental Taxes, to the extent available, allocated by the City in each fiscal year and in the amounts set forth in Exhibit F hereto for payment of the TIF-Funded Interest Costs.

"Belle Shore" shall mean the building located at 1062 West Bryn Mawr, Chicago, Illinois 60660.

"Bryn Mawr" shall mean the building located at 5550 North Kenmore, Chicago, Illinois 60640.

"Certificate" shall mean the Certificate of Completion described in Section 8 hereof.

"City Funds" shall have the meaning set forth in Paragraph G of the Recitals hereto.

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

"Developer Project" shall have the meaning set forth in Paragraph D of the Recitals hereto.

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

"Easement Agreement" shall have the meaning set forth in Paragraph D of the Recitals hereto.

"Edgewater Area" shall mean the Edgewater Redevelopment Project Area established by ordinances adopted by the City on December 18, 1986 pursuant to the Act.

"Edgewater Incremental Taxes" shall mean the net incremental revenues allocated by the City from the Edgewater Area in each fiscal year and in the amounts set forth in Exhibit G hereto.

"Employer(s)" shall have the meaning set forth in Section 11 hereof.

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

"Event of Default" shall have the meaning set forth in Section 16 hereof.

"Facade Escrow" shall mean the construction escrow established pursuant to the Facade Escrow Agreement.

"Facade Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company and the General Contractor, substantially in the form of Exhibit H attached hereto.

"Facade Project" shall have the meaning set forth in Paragraph D of the Recitals hereto.

"FHA-Insured Loan" shall have the meaning set forth in Exhibit E hereto.

"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.

"General Contractor" shall mean Linn-Mathes, Inc.

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"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Incremental Taxes" shall have the meaning set forth in the TIF Note Ordinance.

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

"Lenders" shall mean the providers of the Lender Financing.

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

"Other City Funds" shall mean an amount not to exceed \$300,000 allocated to payment of the TIF-Funded Project Costs from the Corporate Fund of the City.

"Other Funds" shall mean those funds set forth in paragraph B of Exhibit E.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by Swann Weiskopf Woo Bednarowicz, Ltd.

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

"Project Budget" shall mean the budget for the Developer Project attached hereto as Exhibit I.

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

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

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"Protected Elements" are those historically or architecturally significant elements of the Bryn Mawr and the Belle Shore and are listed on Exhibit C attached hereto.

"Protected Elements Construction Contract" shall mean that certain contract between the City and the General Contractor for the rehabilitation of the Protected Elements.

"Regulatory Agreement" shall mean that certain agreement for Multifamily Housing Projects dated as of the date hereof and amendments thereto, if any, entered into between the Developer and HUD with respect to the Property.

"Surplus Cash" shall have the meaning ascribed to it in the Regulatory Agreement.

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

"Term of the Agreement" shall mean the term commencing on the date of execution of this Agreement and ending November 30, 2019.

"TIF Adoption Ordinance" shall have the meaning set forth in Paragraph C of the Recitals hereto.

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

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

"TIF-Funded Project Costs" shall have the meaning set forth in Section 3.01(b) hereof.

"TIF Note Proceeds" shall mean the proceeds of the bonds issued pursuant to the TIF Note Ordinance.

"TIF Note Ordinance" shall mean the ordinance adopted by the City Council on June 4, 1997, authorizing the issuance of a note by the City in an aggregate principal amount not to exceed \$1,800,000.

"TIF Ordinances" shall have the meaning set forth in Paragraph C of the Recitals hereto.

"Title Company" shall mean Chicago Title and Trust Company.

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

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

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business enterprise.

SECTION 3. THE PROJECT

3.01 The Project.

(a) The Developer shall: (i) commence construction of the Developer Project no later than October 1, 1997; and (ii) complete construction of the Developer Project no later than March 31, 1999, subject to the provisions of Section 18.16 of this Agreement. The Developer Project shall be carried out in accordance with the Plans and Specifications for the Developer Project. In the event that HUD grants an extension of time for commencement or completion of construction of the Developer Project, the Developer shall notify the City within five business days after receipt of notice of such extension and the foregoing dates shall be automatically extended accordingly

(b) The City shall enter into (i) the Protected Elements Construction Contract with the General Contractor for the Façade Project in an amount not to exceed \$2,956,339 payable from City Funds and (ii) the Façades Architect Contract with Swann Weiskopf Woo Bednarowicz, Ltd. for inspection of the Façade Project in an amount not to exceed \$20,661 payable from City Funds. The amounts payable under the Protected Elements Construction Contract and the Façades Architect Contract shall be referred to herein as the "TIF-Funded Project Costs". The Façade Project shall be carried out in accordance with the Plans and Specifications. With regard to the renovation and restoration of the Protected Elements pursuant to the Protected Elements Construction Contract and the inspection of same pursuant to the Façades Architect Contract, Developer hereby gives to the City, the General Contractor, and the Inspector and their respective employees and agents a right of entry to enter upon the Property and the buildings to undertake such work.

(c) Once the Façade Project is completed to the satisfaction of the City, Developer shall be affirmatively obligated to maintain the Protected Elements and provide adequate insurance coverage affecting same, all as further described in the Easement Agreement.

3.02 Plans and Specifications. The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and shall comply with all applicable state and local laws, ordinances and regulations. As of the date hereof, the Developer has delivered to DOH, and DOH has approved, the Plans and Specifications, a list of which are attached hereto as Exhibit J. The Developer has submitted also all such documents to the City's Building Department, the Landmarks Division of the Department of Planning and Development, 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 Developer Project.

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Any material amendment to the Plans and Specifications must be submitted to DOH and the Landmarks Division for their respective approval.

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

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

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

3.06 Architect's Certificates and Periodic Reports. The Developer has contracted with Swann Weiskopf Woo Bednarowicz, Ltd. (the "Developer's Architect") to act as its architect on the Developer Project. The Developer's Architect shall provide the following documents to DOH:

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

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

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

SECTION 4. FINANCING FOR THE PROJECT COSTS

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

4.02 Reimbursement for TIF-Funded Interest Costs.

(a) The City hereby agrees to pay or reimburse the Developer from Available Incremental Revenues, if any, for a portion of the interest costs incurred by the Developer that will accrue on the FHA-Insured Loan (the "TIF-Funded Interest Costs") in each fiscal year and in the amounts set forth in Exhibit F hereto; provided, however, that in no event shall the amount payable by the City for TIF-Funded Interest Costs exceed:

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

(ii) the total amount of TIF-Funded Interest Costs shall not exceed 30 percent of the total costs paid or incurred by the Developer on the Developer Project plus the TIF-Funded Costs.

(b) The amounts payable pursuant to Section 4.02(a) shall be paid by the City in accordance with the TIF Note Ordinance, as long as the FHA-Insured Loan remains outstanding and as long as the TIF-Funded Interest Costs continue to be payable out of Available Incremental Revenues under the Act.

4.03 Sufficiency of Available Incremental Revenues for TIF-Funded Interest Costs. It is hereby understood and agreed to by the Developer that the City does not make any representations that the amount of the Available Incremental Revenues will be sufficient to pay for or reimburse the Developer for any or all of the TIF-Funded Interest Costs.

4.04 Source of City Funds to Pay TIF-Funded Project Costs. Subject to the terms and conditions of this Agreement, the City hereby agrees to reserve City Funds from the sources and in the amounts described directly below to pay the General Contractor for the TIF-Funded Project Costs pursuant to the Protected Elements Construction Contract and the Facades Architect Contract:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
TIF Note Proceeds	\$1,800,000
Edgewater Incremental Taxes	1,050,000
Corporate Fund	300,000
Investment Earnings on TIF Note Proceeds	<u>120,000</u>
TOTAL	\$3,270,000

4.05 Facade Escrow. The City will enter into the Façade Escrow Agreement with the Title Company or an affiliate of the Title

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Company and the General Contractor. All disbursements of City Funds for the TIF-Funded Project Costs shall be made through the funding of draw requests with respect thereto pursuant to the Façade Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Façade Escrow Agreement, the terms of this Agreement shall control.

4.06 Cost Overruns. The Developer acknowledges and agrees that the City has agreed to pay for TIF-Funded Project Costs up to a maximum of \$2,956,339 for the Protected Elements Construction Contract and a maximum of \$20,661 for the Façades Architect Contract. If the aggregate cost of the Façade Project exceeds City Funds available pursuant to Section 4.04 hereof, the Developer shall be solely responsible for such excess costs and shall pay such excess amount to the City for payment under the Protected Elements Construction Contract and/or the Façades Architect Contract within forty-five (45) days after receipt of notice to that effect from the City pursuant to Section 17 hereof. The Developer shall hold the City harmless from any and all costs and expenses of completing the Façade Project in excess of City Funds.

SECTION 5. GENERAL PROVISIONS

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

5.02 Other Approvals. Any DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Sections 3.02 and 3.04 hereof.

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

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

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5.05 Permit Fees. In connection with the Developer Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City, subject to fee waivers provided to the Developer by ordinance adopted by the City on June 4, 1997.

SECTION 6. CONDITIONS

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

6.01 Title Policy. Within seven days after the execution of this Agreement, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title.

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

6.03 Insurance. The Developer, at its own expense, shall insure the Property in accordance with Section 13 hereof.

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

SECTION 7. AGREEMENTS WITH CONTRACTORS

7.01 City Resident Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers"), as applicable, to agree, that during the construction of the Developer Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 3-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the construction of the Developer Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both skilled and unskilled labor positions.

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

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

The Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Developer Project. The Developer and the other Employers 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 DOH 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 company hired the employee should be written in after the employee's name.

The Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers 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 Developer Project as evidenced by the (final) Certificate.

At the direction of DOH, affidavits and other supporting documentation will be required of the Developer and the other Employers to verify or clarify an employee's actual address when in doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer and the other Employers 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 Purchasing Agent) 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 Developer Project is completed, in the event that the City has determined that the Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or has 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 Chicago to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Developer Project Budget (as the same shall be evidenced by approved contract.

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value for the actual contracts), shall be surrendered by the Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Developer Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable HUD regulations.

Nothing herein provided shall be construed to be a limitation upon the "Notice of 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.

The Developer shall cause or require the provisions of this Section 7.01 to be included in all construction contracts and subcontracts related to the Developer Project.

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

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

SECTION 8. COMPLETION OF CONSTRUCTION

8.01 Certificate of Completion. Upon completion of the rehabilitation of the Developer Project and related redevelopment activities constituting the Developer Project in accordance with the terms of this Agreement, and upon the Developer's written request, DOH shall issue to the Developer a Certificate in recordable form

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certifying that the Developer has fulfilled its obligation to complete the Developer Project in accordance with the terms of this Agreement. DOH shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Developer 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.

8.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Developer Project and related redevelopment activities constituting the Developer 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 Section 9.02 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. 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 18.14 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

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

(a) subject to the provisions of Section 16.02, 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 the Developer Project and to pay for its costs out of City Funds or other City monies. In the event that the aggregate cost of completing the Developer Project exceeds the amount of City Funds available, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such work in excess of the available City Funds; and

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(c) the right to seek reimbursement of the City Funds from the Developer.

8.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DOH 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 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

The Developer represents, warrants and covenants to the City as follows:

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

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

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

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

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 18.14 hereof, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, subject to those matters shown in the Title Policy. The Developer may make application to HUD for a Transfer of Physical Assets in accordance with paragraph R-7 of the HUD-Required Provisions Rider attached hereto;

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

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

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(g) the Developer is not aware of any default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would materially affect its ability to perform hereunder;

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

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

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

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

9.04 Use of Available Incremental Revenues. Available Incremental Revenues disbursed to, or on behalf of, the Developer shall be used solely to pay for the TIF-Funded Interest Costs as provided in this Agreement.

9.05 Arms-Length Transactions. Unless DOH shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any part of the City Funds, directly or indirectly, through reimbursement of the Developer pursuant to Section 4 or otherwise, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Costs. The Developer shall provide information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon DOH's request, prior to any such disbursement.

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

9.07 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.

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

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

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

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

9.12 Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer shall have the right to challenge real estate taxes applicable to the Property provided, that such real estate taxes

must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DOH of the Developer's intent to contest or object to a Governmental Charge and, unless, at DOH's sole option, (i) the Developer shall demonstrate to DOH's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DOH in such form and amounts as DOH shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DOH thereof in writing, at which time DOH may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DOH's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DOH deems advisable. All sums so paid by DOH, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly paid to DOH by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, City, in its sole discretion, may require the Developer to submit to City audited Financial Statements at the Developer's own expense.

(b) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 9.12 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the date of execution of the Agreement. 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, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

9.13 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and

complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

10.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, and covenants that: (a) the Incremental Taxes Fund (as defined in the TIF Note Ordinance) will be established, (b) the Incremental Taxes and Edgewater Incremental Taxes will be deposited therein, and (c) such funds shall remain available to pay the City's obligations under Sections 4.02 and 4.04 as the same become due, as long as the TIF-Funded Interest Costs and the TIF-Funded Project Costs continue to be payable from Available Incremental Revenues under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of the Developer and the Lenders.

10.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 10 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 11. EMPLOYMENT OPPORTUNITY

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

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

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advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

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

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

(d) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420 et seq., Municipal Code of Chicago, 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 11, during the course of construction of the Project, at least the following percentages of the aggregate hard construction costs for the Project (including the Developer Project and the Façade Project) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

- a. at least 25 percent by MBEs;
- b. at least 5 percent by WBEs.

Consistent with Section 2-92-440, 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 Developer 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 Developer 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 Developer Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Developer Project to one or more MBEs or WBEs, or by the purchase of materials used in the Developer 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 11.

The Developer shall deliver quarterly reports to DOH during the Developer 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 Developer Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Developer 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 DOH 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 Developer Project for at least five years after completion of the Developer Project, and DOH 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 Developer Project.

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 Section 2-92-540, Municipal Code of Chicago.

Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 11 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Prior to the commencement of the Developer Project, the Developer shall be required to meet with the monitoring staff of DOH with regard to the Developer's compliance with its obligations under this Section 11. The General Contractor and all major Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to DOH its plan to achieve its obligations under this Section 11, the sufficiency of which shall be approved by DOH. During the Project, the Developer shall submit the documentation required by this Section 11 to the monitoring staff of DOH. Failure to submit such documentation on a timely basis, or a determination by DOH, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 11, 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 hereunder, the City may: (1) issue a written demand to the Developer to halt the Developer Project, (2) withhold any further payments to, or on behalf of, the Developer, or (3) seek any other remedies against the Developer available at law or in equity.

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

SECTION 12. ENVIRONMENTAL MATTERS

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

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

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SECTION 13. INSURANCE

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

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

following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

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

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

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

(i) Workers' Compensation and Occupational Disease Insurance

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

(ii) Commercial Liability Insurance (Primary and Umbrella)

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

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(iii) Automobile Liability Insurance

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

(iv) All Risk Builders Risk Insurance

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

(v) Professional Liability

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

(c) Other Provisions

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

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

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

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

The City maintains the right to modify, delete, alter or change the provisions of this Section 13 upon receipt of HUD's prior written consent and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 13 beyond that which is reasonably customary at such time.

SECTION 14. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay contractors or materialmen in connection with the Developer Project, or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided. Any monetary obligations of the Developer hereunder shall be satisfied from distributable

Surplus Cash only.

SECTION 15. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 16. DEFAULT AND REMEDIES

16.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Sections 16.03 and 18.15, 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 Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

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

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures

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now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of 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 60 days after the commencement of such proceedings;

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

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

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

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

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

(b) Notwithstanding any other provision in this Agreement, the City shall not terminate this Agreement or suspend disbursement of the City Funds upon the occurrence of an Event of Default unless (i)

foreclosure proceedings have been commenced under the mortgage securing the FHA-Insured Loan or a deed in lieu of such foreclosure has been executed and delivered or (ii) HUD consents to such termination or suspension of disbursement.

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

16.04 Right to Cure by Lenders. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Lenders and the Lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

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

(b) if the Event of Default is of a non-monetary nature, the Lenders 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 Lenders of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Lenders within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the Lenders continue diligently to pursue the cure of such default and, if possession of the Project is necessary to effect such cure, the Lenders have instituted appropriate legal proceedings to obtain possession.

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 or facsimile mail, return receipt requested.

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

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

and: Department of Finance
City of Chicago
121 North LaSalle Street, Room 501
Chicago, Illinois 60602
Attn: City Comptroller

If to Developer: The Bryn Mawr/Belle Shore
Limited Partnership
c/o Holsten Real Estate Development
Corporation
1333 North Kingsbury, Suite 305
Chicago, Illinois 60622

With Copies To: Schiff, Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60606
Attention: Thomas Thorne-Thomsen

and: U.S. Department of Housing and Urban
Development
Chicago Regional Office, Region V
77 West Jackson Boulevard
Chicago, Illinois 60604
Attn: Director of Multifamily Housing
HUD Project No: 071-35636

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

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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 business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

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.

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 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.

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

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

18.14 Assignment. At any time during the term of this Agreement, the Developer may assign this Agreement, with the City's prior written consent, to an entity which acquires the Property pursuant to paragraph R-7 of the HUD-Required Provisions Rider attached hereto or to the Lenders provided that such assignee continues to operate the Property and the Project for the same purpose for which it is currently used and operated. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with all applicable City ordinances and is otherwise qualified to do business with the City.

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

18.16 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree

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or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

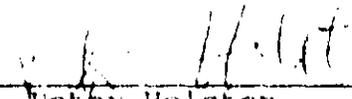
18.17 HUD Rider. The document entitled "HUD-Required Provisions Rider" attached hereto is hereby incorporated into this Agreement as if fully set forth herein.

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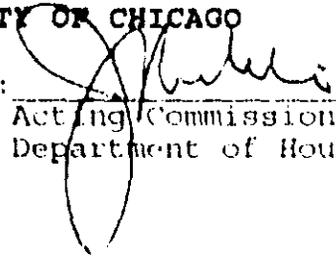
IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

THE BRYN MAWR - BELLE SHORE LIMITED PARTNERSHIP, an Illinois limited partnership

By: BRYN MAWR DEVELOPMENT CORPORATION, an Illinois corporation and its sole general partner

By: 
Peter Holsten
Its: President

CITY OF CHICAGO

By: 
Acting Commissioner,
Department of Housing

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HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Redevelopment Agreement (the "Document"), dated as of July 1, 1997, entered into by The Bryn Mawr-Belle Shore Limited Partnership, an Illinois limited partnership, its successors and assigns (the "Partnership" or "Owner") and the City of Chicago, an Illinois municipal corporation, its successors or assigns (the "Subordinate Lender") relating to the property commonly known as the Bryn Mawr-Belle Shore Apartments. In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; and the term "FHA" shall mean the Federal Housing Administration, an administrative agency within HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured mortgage loan for the Project (Project No. 071-35636):

- A. Commitment for Insurance of Advance, dated April 7, 1997, as amended, issued by the Secretary of HUD to Developers Mortgage Corporation, assigned to TRI Capital Corporation ("Mortgagee");
 - B. Building Loan Agreement, dated June 1, 1997, between the Owner and Mortgagee;
 - C. Mortgage Note, dated June 1, 1997, made by the Owner payable to the order of Mortgagee in the principal amount of \$9,226,700.00;
 - D. Mortgage, dated June 1, 1997, made by the Owner in favor of Mortgagee and encumbering the Project as security for the said mortgage loan (the "Mortgage");
 - E. Security Agreement (Chattel Mortgage), dated June 1, 1997, between the Owner, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;
 - F. UCC-1 and UCC-2 Financing Statements made by the Owner, as debtor, in favor of Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party; and
 - G. Regulatory Agreement for Multifamily Housing Projects, dated June 1, 1997, between the Owner and HUD (the "HUD Regulatory Agreement").
- R-1 Notwithstanding anything to the Document to the contrary, the provisions of the Document are subordinate to all applicable federal statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements. The provisions

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of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any conflict between the Document and the provisions of any applicable federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control.

- R-2 Failure on the part of the Partnership to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Project.
- R-3 Compliance by the Partnership with the provisions and covenants of the Document and enforcement of the provisions or covenants contained in the Document, including, but not limited to, any indemnification provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of the Project, the proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as that term is defined in the HUD Regulatory Agreement).
- R-4 No amendment to the Document made after the date of the HUD certified initial endorsement of the Mortgage Note shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon the Subordinate Lender unless the Subordinate Lender has consented thereto in writing.
- R-5 Any action prohibited or required by HUD pursuant to applicable federal law, HUD regulations, HUD directives and administrative requirements or the HUD/FHA Loan Documents, shall supersede any conflicting provision of the Document, and the performance or failure to perform of the Partnership in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.
- R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Partnership shall not and is not permitted to pay any amount required to be paid under the provisions of the Document except from distributable Surplus Cash, as such term is defined in, and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless otherwise specifically permitted in writing by HUD.
- R-7 Notwithstanding anything in the Document to the contrary, the Partnership and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof, provided it obtains the prior written consent of HUD to

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any such sale, conveyance, transfer, lease, sublease or encumbrance. Notwithstanding anything in the Document to the contrary, the Partnership may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies. A duplicate copy of such application shall be served on the Subordinate Lender. Within 90 days after such service, the Subordinate Lender shall serve written notice of its approval of such transfer, or of its requirements for approval of such transfer, on HUD, the Mortgagee and the Partnership. No such transfer shall occur or be effective until the Subordinate Lender's requirements shall have been satisfied. In the event the Subordinate Lender fails to serve such notice on HUD, the Mortgagee and the Partnership within said time, then any consent by HUD to such transfer shall be deemed to be the Subordinate Lender's prior written consent to such transfer and consummation of such transfer shall not be a default under the Document.

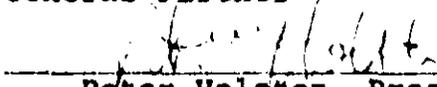
- R-8 The covenants contained in this Document shall automatically terminate in the event of a deed in lieu of foreclosure, of any mortgage insured or held by HUD with respect to the Project, or any portion thereof. Upon such termination, Subordinate Lender shall furnish to HUD and the Mortgagee such releases and other documentation as HUD or the Mortgagee shall deem necessary or convenient to confirm or evidence such termination.
- R-9 Notwithstanding anything in the Document to the contrary, the provisions of this HUD Rider are for the benefit of and are enforceable by HUD and the Mortgagee.

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Executed as of the date set forth above.

THE BRYN MAWR-BELLE SHORE LIMITED
PARTNERSHIP, an Illinois limited partnership

By: Bryn Mawr Development Corporation
Its General Partner

By: 
Peter Holsten, President

The foregoing HUD-Required Provisions Rider is hereby
acknowledged and consented to by the undersigned as of the 1st
of July, 1997.

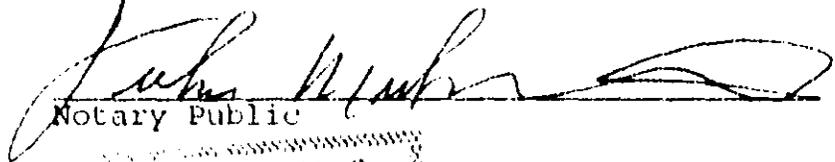
CITY OF CHICAGO, ILLINOIS

By: 
Acting Commissioner
Department of Housing

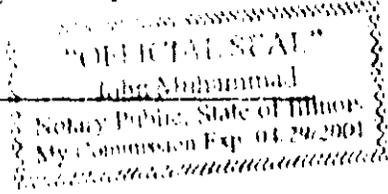
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOHN Muhammad, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN G. MARKOWSKI, personally known to me to be the Acting Commissioner of the Department of Housing of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this ___ day of July, 1997 in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.


Notary Public

My commission expires _____
(SEAL)



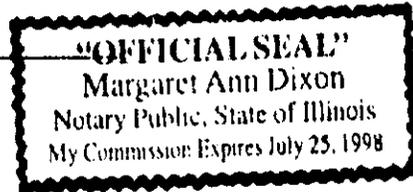
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Holsten, personally known to me to be the President of Bryn Mawr Development Corporation, an Illinois corporation (the "Corporation") and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this ____ day of _____, 1997 in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation as their free and voluntary act and as the free and voluntary act of the Corporation, as general partner of The Bryn Mawr-Belle Shore Limited Partnership, for the uses and purposes therein set forth.

Notary Public

My commission expires _____
(SEAL)



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EXHIBIT A

**BRYN MAWR - BROADWAY REDEVELOPMENT
PROJECT AREA LEGAL DESCRIPTION**

THAT PART OF THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF WINTHROP AVENUE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN BLOCK 10 OF JOHN LEWIS COCKRAN'S SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 8; THENCE WEST, ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF SAID LOT 2 AND ITS WESTERLY EXTENSION TO THE WEST LINE OF A 16 FOOT ALLEY ADJOINING SAID LOT 2; THENCE NORTH ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY, TO THE NORTH LINE OF BERWYN AVENUE; THENCE WEST, ALONG SAID NORTH LINE OF BERWYN AVENUE TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 9 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 13 IN BLOCK 9 AND IT'S NORTHERLY EXTENSION TO THE SOUTH LINE OF BALMORAL AVENUE AT THE NORTHEAST CORNER OF LOT 28 IN SAID BLOCK 9; THENCE WEST, ALONG SAID SOUTH LINE OF BALMORAL AVENUE TO THE NORTHEAST CORNER OF LOT 26 IN SAID BLOCK 9; THENCE SOUTH ALONG THE EAST LINE OF LOT 26 AND LOT 25 IN SAID BLOCK 9, TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25 TO THE SOUTHWEST CORNER THEREOF, ALSO BEING THE EAST LINE OF NORTH BROADWAY; THENCE SOUTH ALONG THE AFOREDESCRIBED EAST LINE OF NORTH BROADWAY TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BLOCK 9 IN COCKRAN'S THIRD ADDITION TO EDGEWATER, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 4 IN BLOCK 9 OF COCKRAN'S THIRD ADDITION AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF A 16 FOOT ALLEY ADJOINING SAID LOT 4; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY, TO THE SOUTH LINE OF BALMORAL AVENUE; THENCE NORTH, TO THE NORTH LINE OF SAID BALMORAL AVENUE, AT THE INTERSECTION WITH THE WEST LINE OF A 16 FOOT WIDE ALLEY IN BLOCK 8 IN SAID COCKRAN'S THIRD ADDITION; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY IN BLOCK 8 AND ITS NORTHERLY EXTENSION, TO THE NORTH LINE OF CATALPA AVENUE; THENCE EAST, TO THE WEST LINE OF SAID NORTH BROADWAY; THENCE NORTH, ALONG SAID WEST LINE OF NORTH BROADWAY, TO THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 15 IN BLOCK 1 IN SAID COCKRAN'S THIRD ADDITION; THENCE WEST ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 10 FEET OF LOT 15 IN BLOCK 1, TO THE WEST LINE OF A 16 FOOT ALLEY LOCATED IN SAID BLOCK 1 IN COCKRAN'S THIRD ADDITION; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY LOCATED IN BLOCK 1, TO THE SOUTH LINE OF BRYN MAWR AVENUE; THENCE WEST, ALONG SAID SOUTH LINE OF BRYN MAWR AVENUE, TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 7 IN TURCK'S SUBDIVISION, A RESUBDIVISION OF LOT 1 OF A SUBDIVISION OF THE EASTERLY 5.0116 ACRES SOUTH OF THE ROAD IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID TURCK'S SUBDIVISION RECORDED MAY 8, 1899 AS DOCUMENT NUMBER 2814695; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF LOT 7 AND ITS SOUTHERLY EXTENSION, TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST, ALONG THE

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NORTH LINES OF SAID LOT 7, LOT 6, LOT 5 AND LOT 4 IN SAID TUHCK'S SUBDIVISION, TO A BEND IN SAID NORTH LINE OF SAID LOT 4; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINES OF SAID LOT 4, LOT 3 AND LOT 2 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY, CONTINUING ALONG THE SOUTHEASTERLY EXTENSION OF THE AFOREDESCRIBED COURSE, 6 FEET; THENCE NORTHEASTERLY, ALONG A LINE PERPENDICULAR TO RIDGE AVENUE, TO THE SOUTHWESTERLY LINE OF RIDGE AVENUE; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF RIDGE AVENUE TO THE INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 27 IN BLOCK 9 IN CAIRNDUFF'S ADDITION TO EDGEWATER RECORDED APRIL 25, 1888 AS DOCUMENT NUMBER 948404; THENCE NORTHEASTERLY, ALONG THE AFOREDESCRIBED NORTHWESTERLY LINE OF LOT 27 AND ITS SOUTHWESTERLY EXTENSION AND ITS NORTHEASTERLY EXTENSION TO THE NORTHEASTERLY LINE OF A 16 FOOT WIDE ALLEY IN SAID BLOCK 9 OF CAIRNDUFF'S ADDITION TO EDGEWATER; THENCE SOUTHEASTERLY, ALONG THE AFOREDESCRIBED NORTHEASTERLY LINE OF A 16 FOOT WIDE ALLEY, TO A BEND IN SAID 16 FOOT ALLEY; THENCE EAST, ALONG THE NORTH LINE OF SAID 16 FOOT ALLEY IN BLOCK 9 AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF SAID NORTH BROADWAY; THENCE SOUTH, ALONG SAID EAST LINE OF NORTH BROADWAY TO THE SOUTH LINE OF LOT 18 IN BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER, RECORDED OCTOBER 6, 1887 AS DOCUMENT NUMBER 879900; THENCE EAST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 18 IN BLOCK 9 AND ITS EASTERLY EXTENSION, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 13 IN SAID BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER, THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF LOT 13 AND ITS NORTHERLY EXTENSION, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN SAID BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST, ALONG THE AFOREDESCRIBED WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN BLOCK 9, TO A POINT ON THE WEST LINE OF A 15 FOOT WIDE ALLEY ADJOINING SAID LOT 11 IN BLOCK 9, THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 15 FOOT ALLEY, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10 IN SAID BLOCK 9, THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF LOT 10 IN BLOCK 9 AND ITS WESTERLY EXTENSION AND EASTERLY EXTENSION, TO SAID EAST LINE OF WINTHROP AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF WINTHROP AVENUE, TO A POINT ON THE NORTH LINE OF THE SOUTH 18.00 FEET OF LOT 14 IN BLOCK 8 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF THE SOUTH 18 FEET OF LOT 14 IN BLOCK 8, TO THE EAST LINE OF SAID LOT 14 IN BLOCK 8, THENCE NORTH, ALONG THE AFOREDESCRIBED EAST LINE OF LOT 14 IN BLOCK 8 TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 11 IN BLOCK 8 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST ALONG SAID NORTH LINE OF LOT 11 IN BLOCK 8, AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF KENMORE AVENUE; THENCE NORTH, ALONG SAID WEST LINE OF KENMORE AVENUE, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 40 FEET OF LOT 15 IN BLOCK 7 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST ALONG THE AFOREDESCRIBED NORTH LINE OF THE SOUTH 40 FEET OF LOT 15 IN BLOCK 7 AND ITS WESTERLY EXTENSION AND EASTERLY EXTENSION, TO THE WEST LINE OF LOT 10 IN SAID BLOCK 7 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE SOUTH, ALONG THE AFOREDESCRIBED WEST LINE OF LOT 10 IN BLOCK 7, TO THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 10 IN BLOCK 7; THENCE EAST, ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH HALF OF LOT 10 IN BLOCK 7 AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF SHERIDAN ROAD; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF SHERIDAN ROAD, TO THE EASTERLY EXTENSION OF THE SOUTH

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LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 3 IN BLOCK 1 AND ITS EASTERLY EXTENSION AND WESTERLY EXTENSION, TO EAST LINE OF LOT 22 IN SAID BLOCK 1 OF SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE NORTH, ALONG THE AFOREDESCRIBED EAST LINE OF SAID LOT 22, IN BLOCK 1, TO THE SOUTH LINE OF THE NORTH 6 FEET OF SAID LOT 22, IN BLOCK 1; THENCE WEST ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 6 FEET OF LOT 22, IN BLOCK 1 TO THE EAST LINE OF KENMORE AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF KENMORE AVENUE, TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BLOCK 2 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 4 IN BLOCK 2 AND ITS EASTERLY EXTENSION AND WESTERLY EXTENSION, TO THE SOUTHEAST CORNER OF LOT 21 IN SAID BLOCK 2 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 21 IN BLOCK 2, AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF WINTHROP AVENUE; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF WINTHROP AVENUE, TO THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 3 IN BLOCK 3 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 10 FEET OF LOT 3, IN SAID BLOCK 3 AND ITS WESTERLY EXTENSION, TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE SOUTH ALONG THE AFOREDESCRIBED MOST WESTERLY LINE OF LOT 3 AND THE WEST LINES OF LOTS 4 THROUGH 12 (INCLUSIVE) OF SAID BLOCK 3 TO THE NORTH LINE OF SAID CATALPA AVENUE; THENCE SOUTH, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 1 AND LOTS 2 THROUGH 12 (INCLUSIVE), TO THE NORTH LINE OF BALMORAL AVENUE; THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF BALMORAL AVENUE, TO SAID EAST LINE OF WINTHROP AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF WINTHROP AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B-1

BRYN MAWR LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BLOCK 2 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ¼ OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-08-201-008-0000
 14-08-201-009-0000
 14-08-201-010-0000

Common address:

5550 North Kenmore, Chicago, Illinois

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EXHIBIT B-2

BELLE SHORE LEGAL DESCRIPTION

LOT 13 AND THE SOUTH 18 FEET OF LOT 14 IN BLOCK 8 IN COCHRAN'S ADDITION TO EDGEWATER, A SUBDIVISION OF THE SOUTH 1,946 FEET OF THE WEST 1,320 FEET OF THE EAST FRACTIONAL $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-05-409-008-0000

Common address:

1062 West Bryn Mawr, Chicago, Illinois

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EXHIBIT C

PROTECTED ELEMENTS

OF THE

BRYN MAWR AND BELLE SHORE APARTMENT HOTELS

Significance

The Bryn Mawr and Belle Shore apartment buildings are two of the most distinctive structures within the "Bryn Mawr Avenue Historic District," which is listed on the National Register of Historic Places. The Bryn Mawr Avenue Apartment Hotel (built in 1927) is a twelve-story building of brick, terra cotta and reinforced concrete, with Gothic Revival detailing on its Kenmore (east) and Bryn Mawr (north) Avenue elevations. The Belle Shore Apartment Hotel (1928-1929) is an eight-story structure. Its two primary facades-the Bryn Mawr (south) and Winthrop (east) Avenue elevations-are surfaced with green terra cotta, highlighted with cream, gold and black blocks of the same material. The Belle Shore's storefronts are topped by an Egyptian style frieze while papyrus motifs, lightning bolts and Art Nouveau-style figures appear on the upper facades. Both structures are described as "pivotal buildings" in the National Register nomination form for the district. The stylized facades of the buildings, in addition to their mid-rise scale, contribute to the historic identity that developed along these blocks of Bryn Mawr Avenue in the late 1920s.

Protected Elements

The protected elements of the Bryn Mawr and Belle Shore Apartment Buildings are: the exterior elevations of both buildings from the ground floor (at grade level) to the roof line.

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EXHIBIT D

REDEVELOPMENT PLAN

Bryn Mawr/Broadway
Redevelopment Project Area

Tax Incremental Financing Program
Redevelopment Plan and Project

City of Chicago
Richard M. Daley, Mayor

July 8, 1996

Prepared by:

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1. Executive Summary

The proposed Bryn Mawr - Broadway Redevelopment Project Area (RPA) consists of properties on both sides of Bryn Mawr Avenue from Sheridan Road to the west side of Magnolia; Broadway from just south of Balmoral to just north of Bryn Mawr; and residential properties on the west side of Winthrop from just south of Berwyn to Balmoral.

The proposed RPA is characterized by mixed-use commercial and residential areas with a wide variety of neighborhood revitalization and redevelopment needs. Further, a review of building permit data indicates that there has been negligible investment in growth and development of the area since at least 1991. Between 1991 and 1995, building permits issued for the proposed RPA totaled just \$725,261. Of this total, 29.48% (\$213,800) was required to address cited building code violations. The total investment is less than 1.5% of the estimated market value (\$54,656,568) of the property in the area. At this rate of investment, it would take over 100 years for reinvestment to equal property values at this time.

The proposed RPA was found to meet the requirements of the state law for designation as a tax incremental financing district under the provisions for a conservation area. This conclusion was based upon several physical features and conditions prominently found throughout the area that the act is designed to ameliorate. The area met the requirements for age with 80 of 93 structures exceeding 35 years of age. Six additional eligibility factors were observed as being significantly present and reasonably distributed on the 15 blocks throughout the proposed RPA. These factors include depreciation of physical maintenance, obsolescence, excessive vacancies, excessive land coverage, deleterious land use and layout, and lack of community planning.

The scope of these needs will be addressed through the following objectives:

- Rehabilitate and upgrade existing housing in the RPA which supports the retention of a diverse population base in the neighborhood.
- Revitalize Bryn Mawr between Sheridan Road and Magnolia as a neighborhood-oriented mixed-use business, residential and service district.
- Encourage the enhanced development of Broadway as a mixed-use district meeting contemporary physical development requirements consistent with the urban character of the neighborhood.
- Enhance the sense of common identity in Edgewater by tying together the many sub-communities with streetscaping and urban design projects.

The strategies to be employed include targeting anchor buildings and opportunity sites for rehabilitation, encouraging private sector activities, investing in public improvements, acquiring land to support private efforts, and leveraging other funds by use of public revenues.

The proposed RPA lies immediately north of the existing Edgewater TIF. Funds will be shared between these two districts to maximize their complementary revitalization and redevelopment objectives. The proposed redevelopment plan and project provides for total expenditures of \$17,400,000. The comprehensive revitalization of the Bryn Mawr - Broadway corridor will create an attractive and stable commercial district in the Edgewater community and lend to the important City objectives of eliminating blight, stemming retail base erosion, enhancing the tax base, enhancing and stabilizing existing retail districts, facilitating economic development, and creating new employment opportunities for minority and female City residents.

Among the key, early projects in the RPA are the extensive rehabilitation of the two apartment hotel buildings located within the Bryn Mawr Avenue historic district. Analysis of the financial feasibility of these projects indicates a financing gap that can only be filled with tax incremental financing assistance. *But for the creation of the tax incremental financing district, this and other necessary redevelopment projects cannot occur.*

This plan and project summarize the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of *S.B. Friedman & Co.* and Public Finance Associates and does not necessarily reflect the views and opinions of potential developers or the City of Chicago. However, the City of Chicago is entitled to rely on the findings and conclusions of this plan in designating the Bryn Mawr - Broadway district as a redevelopment project area under the Act.

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2. Introduction

In March 1996, *S. B. Friedman & Company* and Public Finance Associates were engaged to conduct a study of certain properties in the Edgewater neighborhood of the City of Chicago to determine whether such properties would qualify for status as a "blighted area" or a "conservation area" under the Illinois Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, 65 ILCS 5/11-74.4-1 et. seq. (the Act). This Redevelopment Plan and Project (Plan) is the central document for the proposed redevelopment plan area (RPA) for a tax increment finance (TIF) district. This document is supported by a document outlining the eligibility factors that qualify the RPA for designation as a TIF District.

Project Area Background & Description

The RPA is located in the vicinity of the intersection of Bryn Mawr and Broadway Avenues in the Edgewater community of the City of Chicago, which is located in Cook County, Illinois. Map 1 shows the approximate boundaries of the proposed district. Appendix 1 contains the official boundaries and legal description of the district.

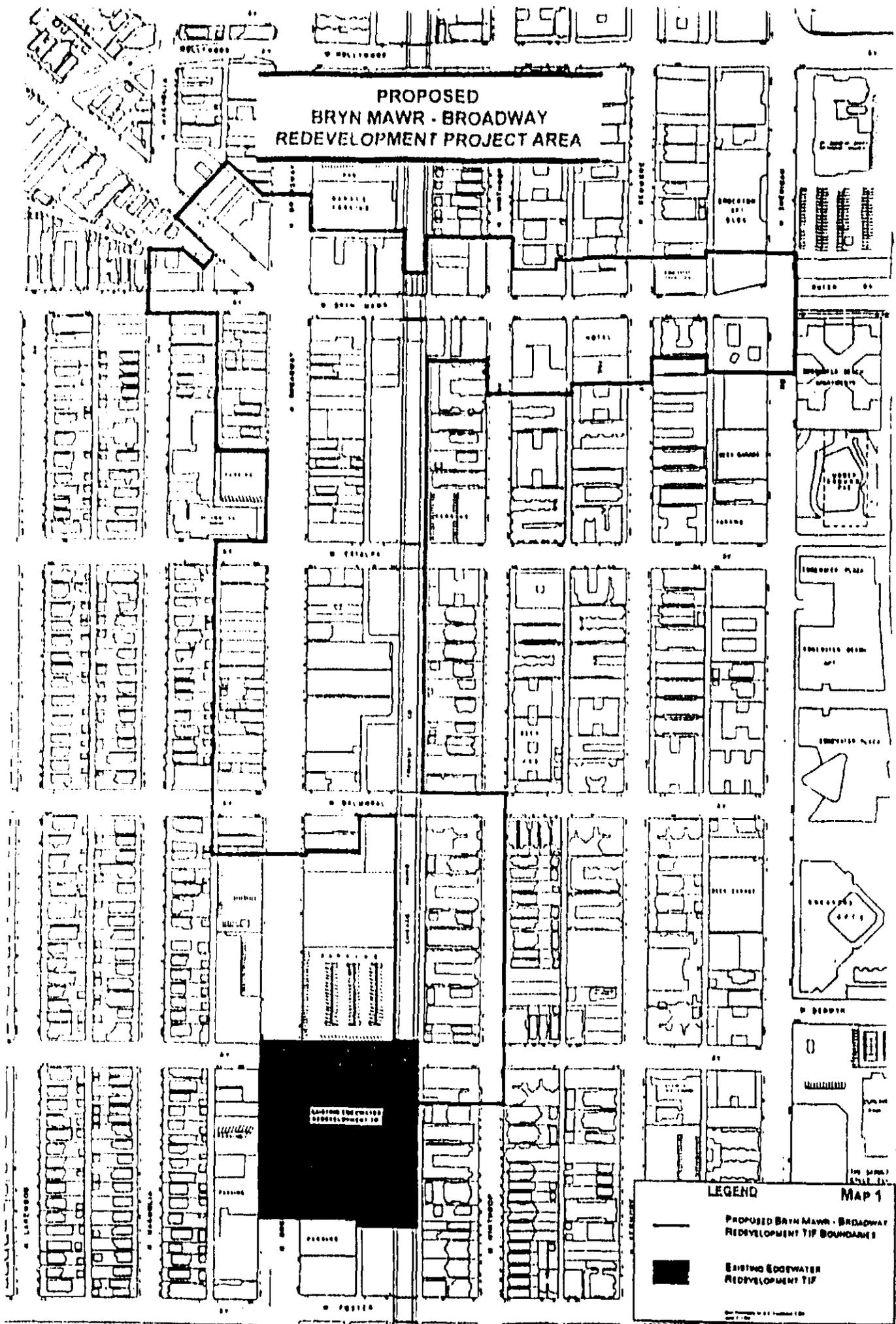
The RPA includes the commercial portions of all or some of 15 city blocks generally described as:

- **Broadway.** Both sides of Broadway extending from just south of Balmoral (approximately 5350 north) to just north of Bryn Mawr (approximately 5622 north), excluding the Jewel Food Store property,
- **Bryn Mawr.** Both sides of Bryn Mawr extending from near Magnolia (approximately 1218 West) on the west to Sheridan Road (approximately 1021 West) on the east,
- **Ridge.** Selected parcels along Ridge from the Broadway/Bryn Mawr intersection to approximately 5623 north,
- **Catalpa.** Both sides of Catalpa from the alley immediately west of Broadway to the elevated CTA tracks on the east,
- **Balmoral.** North side of Balmoral from the alley immediately west of Broadway east to Winthrop, and the south side of Balmoral from the alley west of Broadway to the alley east of Broadway,
- **Berwyn.** Both sides of Berwyn from the elevated CTA tracks to eastern edge of the right-of-way along at Winthrop,
- **Winthrop.** The west-side of Winthrop including the street right-of-way from 5250 North Winthrop to the north edge of the right-of-way along Balmoral (approximately 5400 North Winthrop), and
- **CTA.** The entire right-of-way of the CTA elevated line from Berwyn to the northern edge of Bryn Mawr station.

All properties were examined for qualification factors consistent with the "conservation area" requirements of the Act as well as for development and redevelopment potential. Based upon these criteria, the selected properties have been deemed suitable for TIF District status and are considered to be the RPA.

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PROPOSED
BRYN MAWR - BROADWAY
REDEVELOPMENT PROJECT AREA



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LEGEND

MAP 1

PROPOSED BRYN MAWR - BROADWAY
REDEVELOPMENT TIF BOUNDARIES

EXISTING EDGEWATER
REDEVELOPMENT TIF

History of Area

Edgewater was founded in 1886 by John Lewis Cochran after he purchased an area of Lake Michigan shoreline stretching from Bryn Mawr to Foster and Broadway (then Evanston Avenue) to Sheridan Road (then on the lakeshore). The community was expanded north to Devon in 1888, west to Clark in 1890, and north to Norwood in 1893. The proposed RPA encompasses the heart of this new community called Edgewater. Cochran developed the area as a planned community and installed infrastructure to support the development, including streets, sewers, sidewalks, streetscaping (trees), and electricity. Edgewater was aggressively marketed to the rising middle class and soon attracted businessmen, bankers, architects, doctors, and other professionals who built large graceful homes on large shaded lots along the many tree-lined streets found throughout the neighborhood.

Following this initial growth phase, amenities were added to Edgewater that substantially enhanced the area for new development. These amenities included new rail stations for the Milwaukee and St. Pauli railroad at Bryn Mawr and Granville. The Guild Hall (no longer standing) was built as the cultural center of the community. By 1900, four major churches, including two in the RPA (Edgewater Presbyterian Church and St. Ita's Parish), were established. Several schools were also built during the period to serve a growing multi-ethnic immigrant population. This gave rise to higher density residential development which accommodated a wide variety of lifestyles and incomes.

Around the turn of the century major changes began to take shape which would dramatically increase the population size and density of Edgewater. In 1889, residents elected to become part of the City of Chicago. In 1908, the North Shore Electric Line was extended north to Howard from Wilson, connecting the area directly to downtown Chicago shopping and employment. The area was in a building boom which was mostly uncontrolled because the building covenants and restrictions that had shaped the community had expired. While many developers constructed quality buildings in the area, the lack of adequate controls led to the replacement of single-family homes by higher density multi-family structures.

In the early part of the twentieth century, Edgewater experienced an accelerated pace of new investment that transformed the area from a predominately single-family residential district to a mixed single- and multi-family residential and commercial district. Prominent structures such as The Edgewater Beach Hotel -- then located directly on the lakefront -- were built in the 1910s and 1920s. These were soon followed by several standard apartment buildings and apartment hotels, including the Bryn Mawr and Belle Shore -- which attracted young singles and couples who sought furnished rooms and convenience-driven services such as laundry and grocery delivery. In this same time period, movie theaters such as the Bryn Mawr Theater were built to meet demand for "talkies" and silent films. Several other major venues such as the Eleven-Eleven Club, the Armory and the Temple Theater were built during this period.

The Great Depression brought a halt to private development in the area which did not recover until the 1950s. Still, there were some major changes. Lake Shore Drive was extended to Foster in 1933

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by the Works Progress Administration (WPA). Edgewater Hospital opened in 1929, Mundelein College in 1930, St. Gertrude's Church in 1932, and St. Gregory High School in 1937. Public infrastructure was improved using WPA and other public works funds. While the depression took a major toll on many local businesses, many were able to survive by providing necessities and good service to the community. Nonetheless, substantial private investment did not occur again in the area until after the Second World War.

The postwar period brought dramatic change for the neighborhood. New immigrants from Japan, Korea, Greece, Mexico, Puerto Rico, the Phillippines, and China replaced the predominately European residents in Edgewater of earlier years, bringing with them a renewed vitality to the area. However, the population of the area continued to decline from a high in the 1940s of around 55,000 to less than 48,000 by 1960. By the 1960s, urban decay began to become a major issue as the community faced a deteriorating and aging housing stock. Several community organizations including the Edgewater Clergy and Rabbi Association and the newly formed Edgewater Community Council worked to funnel limited resources to address housing and social needs.

The disinvestment and out-migration patterns that began in the 1960s have become manifested in larger problems that impact the entire Edgewater community. The disinvestment and population decline have left the community with many large and prominent structures that are often underutilized, partially or fully vacant, and in need of structural repair and replacement. Among the buildings in need of rehabilitation are the residential hotels and vacant commercial spaces found throughout the proposed RPA. While some of these spaces can be modernized, many are functionally and economically obsolete and are now targets for redevelopment. The commercial block-face of Broadway is disrupted in areas because of vacant lots which have become parking and storage areas for neighboring businesses. Finally, the public infrastructure in many parts of the proposed RPA has deteriorated substantially or is obsolete and must be updated to assist in the area-wide redevelopment strategy discussed in this document.

Community groups that were created to address the emergent problems in Edgewater continue to pursue a number of redevelopment and community preservation initiatives. This includes the creation of the Bryn Mawr Historic District listing in the National Register of Historic Places to preserve and provide incentives for the rehabilitation of the many historic buildings along Bryn Mawr. The historic district designation was coordinated by a collaboration of neighborhood groups and concerned citizens called the Bryn Mawr Task Force. The designation was received on April 20, 1995 and encompasses the north and south sides of Bryn Mawr between Sheridan Road and Broadway.

As discussed below, the current prevailing conditions in the community require further attention. The strategies embodied in the plan are designed to address these conditions and complement other redevelopment initiatives occurring in the community, as well as attracting new private investment.

Existing Conditions and Land Use

The RPA is characterized by the following land use patterns and physical conditions:

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Private Land and Improvements. Approximately 93 buildings are situated on 100 indexed parcels, and include the following observations based upon a street, sidewalk and alley survey:

- 14 private residences containing no commercial space, including 5 single-family homes and 9 multi-unit apartment/condominium buildings
- 35 buildings that combine business/commercial space with residential uses, including two residential hotel buildings
 - approximately 15 have some or all of their commercial space currently vacant and available for use
 - two large residential hotel buildings which are deteriorated and hinder the development of the proposed RPA
- 41 buildings are commercial business properties
 - 8 are completely vacant, with no business activity on the site
 - 4 are to be only partially utilized, and
 - tax exempt buildings include a church and CTA facilities; one park property is also exempt

Public Land/Rights-of-Way. Portions of Broadway, Ridge, Bryn Mawr, Kenmore, Winthrop, Catalpa, Balmoral, and Berwyn Avenues are included in the RPA. Also included are sidewalks, utility easements, alleys, and CTA lines within the designated area.

Most of the residential uses are located along Winthrop, however two residential hotel buildings are located on Bryn Mawr. Commercial space is concentrated along Bryn Mawr, Ridge and Broadway, with limited commercial along Catalpa, Balmoral and Berwyn from just west of Broadway to the CTA line.

Generally, the land use patterns found in the community follow a rational distribution, however, there are instances of incompatible land use patterns occurring along Broadway and Bryn Mawr. Many of the disparate land use patterns are found along Broadway where commercial, retail, auto repair, institutional, recreational, and residential uses exist side-by-side. Land use along Bryn Mawr is not as diverse as along Broadway, but there are areas where land uses are incompatible. Specifically, along Bryn Mawr west of Broadway, an abandoned industrial building sits amid several residential structures.

Aggravating the land use patterns in the proposed RPA are additional area physical features which constrain business operations, limit customer parking areas, and restrict access for product delivery to businesses along Bryn Mawr and Broadway. Additionally, the lot depths found along Broadway and Bryn Mawr create numerous problems associated with operating businesses in this area.

Broadway is a wide thoroughfare where a number of different traffic patterns conflict. These include through drivers going to destinations outside of the proposed RPA, customers and area residents attempting to find parking or exiting the neighborhood, and delivery vehicles double parking or using limited alley space to drop off store products. The east side of the street is characterized by lot depths of 250' with large structures next to small structures, creating a disjointed patchwork of

commercial and multi-family residential land uses. The alley behind the east-side of the street is poorly configured to handle truck delivery and conflicting store or residential parking needs that may be required for any redevelopment activity.

The comparatively shallow lot depths of 125' on the west-side of the street are not sufficient for modern commercial uses. The west side of the street also has the majority of vacant land found in the proposed RPA. However, the lot depths are inadequate for the development of new commercial facilities. This problem is further exacerbated by the narrow alley which cannot accommodate product delivery nor customer parking. The issue of off-street parking and delivery areas is further affected by the fact that many of the buildings along Broadway occupy between 85 and 100% of their respective lots. These physical impediments make any redevelopment effort difficult and very expensive.

Many of the problems identified along Broadway are shared by Bryn Mawr. However, on Bryn Mawr these problems are more acute because the street is significantly narrower (115' width for Broadway versus 65' for Bryn Mawr) and there is no alley serving the buildings along the street. Furthermore, lot depths along Bryn Mawr are not uniform and range between 100' and 150'. Bryn Mawr currently serves as a major connector to Lake Shore Drive and carries a heavy traffic load. This combination of factors creates an environment that discourages new investment.

Another physical feature of the proposed RPA which detracts from its ability to compete in the marketplace is disruptions along the block face. This problem is particularly evident along Broadway. The disruptions of Broadway's block face include vacant lots, parking lots and businesses that do not rely upon nor receive pedestrian customers. The disruptions separate areas of commercial concentrations which discourages pedestrian traffic between stores, requires drivers to get on and off Broadway to reach nearby stores and impacts the overall vitality of the area. Furthermore, fragmented land ownership impedes redevelopment efforts by making it significantly more difficult to assemble large sites for new investment.

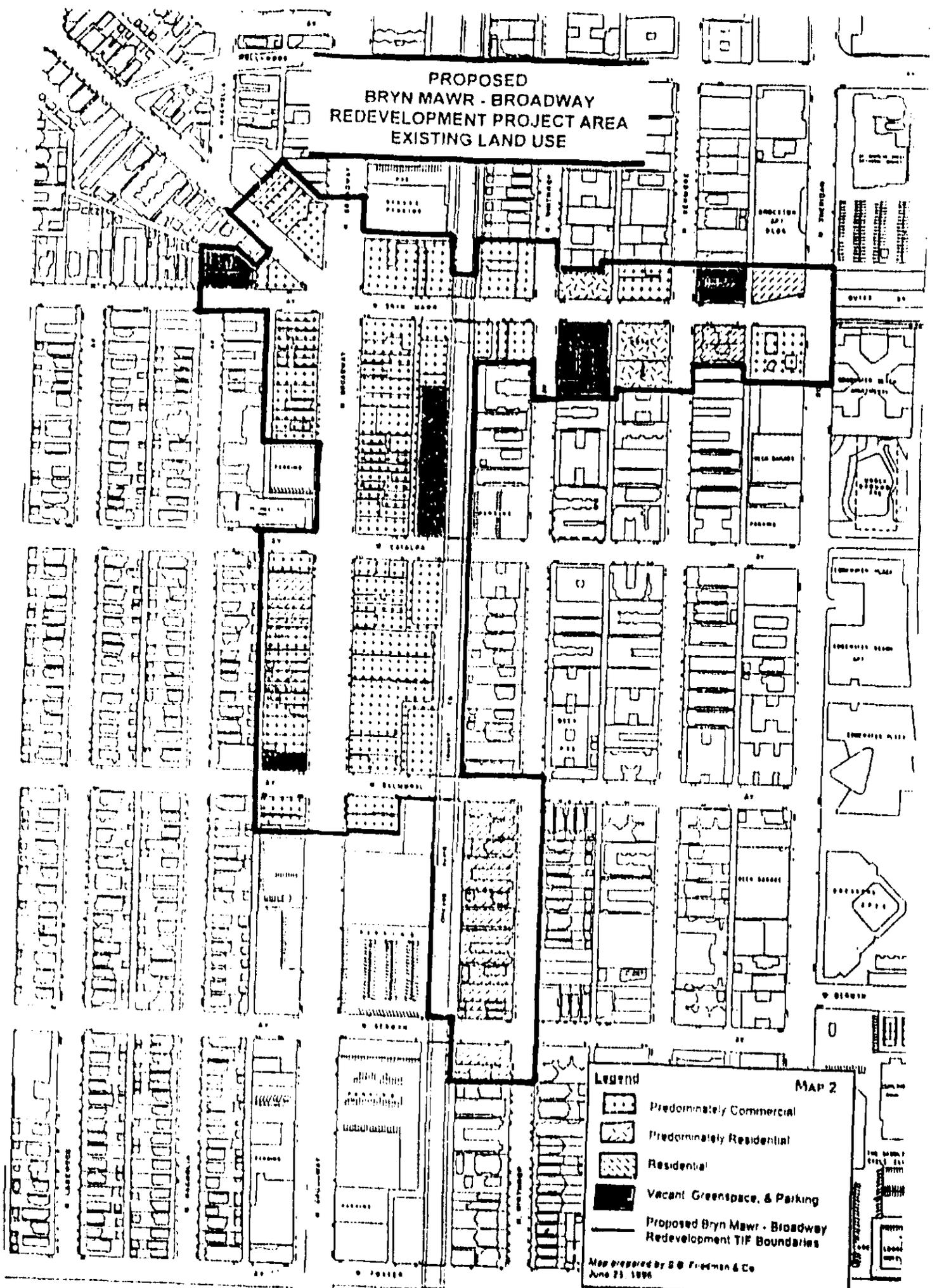
The age of the commercial structures, lack of investment by both the public and private sectors, existing land use patterns, area platting and block-face disruptions underlie the redevelopment needs of the RPA. Corresponding to the lack of property investment, and as a direct result of age, many of the proposed RPA buildings have been poorly retrofitting which has contributed to making many of these buildings inadequately configured for modern commercial uses. The misguided reconfiguration of many of these structures has made them unprofitable investments. Property owners are not able to capture enough rental income to pay for the high levels of maintenance exhibited in the area and typically required of buildings 30 years of age or older.

Map 2 shows existing land uses in the RPA.

Redevelopment Needs of the Area

The land use and existing conditions suggest the following general redevelopment needs for the RPA:

PROPOSED
BRYN MAWR - BROADWAY
REDEVELOPMENT PROJECT AREA
EXISTING LAND USE



MAP 2

Legend

-  Predominately Commercial
-  Predominately Residential
-  Residential
-  Vacant Greenspace, & Parking
-  Proposed Bryn Mawr - Broadway Redevelopment TIF Boundaries

Map prepared by S & S Friedman & Co
June 23, 1996

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- Rehabilitate or redevelop major anchor building and opportunity sites, including the apartment hotels and commercial structures.
- Develop uses that conform to current zoning and are compatible with existing residential development.
- Rationalize and adjust the transportation system, loading and parking areas to effectively and directly serve the redeveloped RPA.
- Redevelop and/or rehabilitate parcels that suffer from economic and functional obsolescence and other factors that make them unsuitable for modern market-based uses.
- Streetscape right-of-ways and improve facades to create a common identity for the RPA as part of the larger Edgewater neighborhood.
- Make improvements to RPA infrastructure including streets, sewer and water lines, sidewalks, street lighting, electrical, and telecommunication facilities.
- Create physical and other improvements to reconfigure Bryn Mawr as a local commercial street from its current high volume commuter thoroughfare supporting Lake Shore Drive.
- Stabilize and/or clean up areas where there has been little private and public investment, where there are deleterious land uses, functional/economic obsolescence, and other conditions that are detrimental to the economic vitality of the RPA. Efforts would include, but not be limited to, facade enhancement, general maintenance assistance, commercial signage, and other programs.
- Maintain and rehabilitate the CTA station and viaduct in a manner consistent with, and complementary to, the surrounding neighborhood, including station renovation and viaduct treatments.
- Provide incentives to encourage assembly of redevelopment sites attractive for contemporary development.
- Leverage limited local resources, both public and private, to attract additional public and private investment to the RPA.

The plan provides tools for the City and local community to encourage the private sector to undertake redevelopment and rehabilitation projects, as well as other improvements that serve the redevelopment interests of the local community and City. An integrated implementation strategy has been developed to address these needs and facilitate the sustainable redevelopment of the RPA. This strategy includes targeting anchor buildings for extensive rehabilitation or redevelopment activity. To support these specific projects and encourage future RPA investment, public resources, including tax increment financing, may be used to repair and modernize RPA infrastructure, create an identity for the community, and prepare sites for redevelopment. Land assembly activity may occur to consolidate vacant or blighted sites for future private sector redevelopment activities and/or to assist private developers with acquisition.

3. Conservation Area Conditions Existing in the RPA

Criteria for Designation

The Act sets forth specific eligibility criteria which must be present to a meaningful extent within the RPA at the time of its designation in order for the area to qualify for designation as a Conservation Area. These criteria are discussed in detail in the Eligibility Study for the RPA, which is a supporting document of this plan. By law, a "redevelopment project area" is:

an area designated by the municipality. . . in respect to which the municipality has made findings that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation area.

As set forth in the Act, a "conservation area" means

...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 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 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

Conservation Area Factors

To qualify for designation, the RPA must meet the age requirement plus any three other eligibility factors. Six factors (in addition to age) are present to a meaningful extent and are reasonably distributed throughout the RPA, including:

- Depreciation of Physical Maintenance
- Obsolescence
- Excessive Vacancies
- Excessive Land Coverage
- Deleterious Land Use/Layout
- Lack of Community Planning.

All blocks within the RPA satisfy the age requirements and display at least three additional Eligibility Factors. The following are present in the RPA:

Age. 50% or more of the structures within the RPA must be 35 years or older.

Of the approximately 93 buildings examined, 79 have been determined to be in excess of 35 years of age. This is 85% of the total buildings within the RPA.

Depreciation of Physical Maintenance. Depreciation of physical maintenance refers to the effects of deferred maintenance and the lack of maintenance of the buildings, surrounding parking areas, and public improvements, including alleys, walks, streets, and viaducts.

Of the 93 buildings in the RPA, 87 of these buildings or 94% of the structures exhibit some deferred maintenance of windows and window frames, doors and door frames, exterior walls, canopies, fascias, awnings, gutters, roofs and shingles, and related premises including fences surrounding or buffering property. In addition, areas of the el track infrastructure, some alleys, sidewalks, curbs and gutters, and street pavement are mostly in poor condition with irregular and patched surfaces. This Eligibility Factor is overwhelmingly present on all 14 of the City blocks examined within the RPA.

Obsolescence. There are two forms of obsolescence: functional and economic.

Functional Obsolescence. Buildings become functionally obsolescent when they contain characteristics or deficiencies which limit the use and marketability of such buildings after the original intended use ceases. The characteristics of functionally obsolete buildings or properties may include loss in value to a building or property resulting from initially poor physical construction, design, or layout; the improper orientation of the building on its parcel site; or the cessation of functional operations due to a loss of the intended user followed by an inability to physically modify the building for future users.

Economic Obsolescence. Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and, hence, depreciation in market values. Typically, buildings classified as dilapidated and buildings which contain vacant space are characterized by problem conditions which may not be economically curable, resulting in net rental losses and/or depreciation in market value.

62 of the buildings in the RPA exhibit either functional obsolescence, economic obsolescence, or some combination of both. This factor affects 67% of the area buildings and is found on 11 of the 14 City blocks and is reasonably distributed throughout the area.

Excessive Vacancies. Excessive vacancies refers to the presence of buildings or sites which are unoccupied or underutilized and which have an adverse influence upon other properties within the RPA because of the frequency or the duration of vacancies. Excessive vacancies include properties which evidence no apparent effort directed toward their occupancy or utilization.

Of 93 buildings in the RPA, 27 of them have at least one commercial space vacant, sometimes more than one space.

- 41 commercial buildings located within the RPA:
 - 8 are completely vacant, with no business activity occurring on the site
 - 4 exclusively commercial buildings are partially utilized.
- 35 mixed-use commercial/residential properties
 - 15 buildings have some or all of their commercial space currently vacant and available for use

Excessive vacancies are present on 12 of the 14 blocks examined in the RPA and this eligibility factor is reasonably distributed throughout the RPA.

Excessive Land Coverage. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site that minimizes available areas for off-street parking.

Of the 93 buildings in the RPA, 66 buildings, or 71% of the total, exhibit excessive land coverage. This Eligibility Factor is present on 13 of the 14 City blocks within the RPA and is reasonably distributed throughout the area.

Deleterious Land Use or Layout. Deleterious land use refers to the existence of incompatible land use relationships, buildings or properties occupied by inappropriate uses that may be considered noxious, offensive or environmentally unsuitable.

Deleterious layout includes, but is not limited to, evidence of improper or obsolete platting of land; inadequate street or alley layout; and parcels of land which are inadequate in size or shape to meet contemporary development standards. It also includes evidence of improper layout or development of buildings on parcels and in relation to other buildings.

Of the 93 buildings in the RPA, 37 buildings, or 40% of the total, exhibit deleterious land uses or layout. Therefore, this Eligibility Factor is present and is reasonably distributed throughout the RPA on 10 of the 14 City blocks contained within the RPA.

Lack of Community Planning. Lack of Community Planning refers to the development or redevelopment of a specific area, neighborhood, or community without benefit of guidance or precedent; with no consideration of zoning, policy or subdivision of land; and without grass roots and community input coordinated by an appropriate City official or agency into how best to utilize the properties in the area consistent with these policies. The neighborhood was developed prior to the implementation of zoning, land use planning and community participation processes. Therefore, for the purposes of this eligibility factor, the RPA has not benefited from contemporary planning practices.

Lack of community planning is present throughout the RPA because it was developed without the benefit or guidance of overall community planning and policy. All of the

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properties and buildings within the RPA evidence a lack of community planning which is present on all 14 City blocks of the RPA.

Conclusion

Based upon the qualification requirements of the Act, this RPA meets the eligibility criteria for designation as a Conservation Area. Six (6) of the fourteen (14) Eligibility Factors cited in the Act are present to a meaningful extent and are reasonably distributed throughout the RPA. These Eligibility Factors are Depreciation of Physical Maintenance; Obsolescence; Deleterious Land Use or Layout; Excessive Vacancies; Excessive Land Coverage; and Lack of Community Planning. In addition to these Eligibility Factors, deterioration has been documented in two buildings.

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4. *Redevelopment Plan and Project*

Goals, Objectives and Strategies

Goals, objectives and strategies are designed to address the needs of the community and to form the overall framework of the plan for the use of tax increment funds that are anticipated from the RPA. The overall goal of the RPA generally outlines the reasons why the RPA is to be created. This goal is followed by more specific objectives regarding what the plan is designed to accomplish, key strategies and projects that are important to the community. These are followed by specific projects that are important to the community.

Goal

The overall goal of the redevelopment plan is to provide the directions and mechanisms necessary for the self-sustaining revitalization of the RPA in a manner that supports the surrounding residential neighborhoods. This goal is to be achieved through an integrated and comprehensive strategy that utilizes both public and private resources.

Objectives

Four broad objectives support the broader overall goal of area-wide revitalization of the RPA and the Edgewater neighborhood. These include:

- Rehabilitate and upgrade existing housing in the RPA which supports the retention of a diverse population base in the neighborhood.
- Revitalize Bryn Mawr between Sheridan Road and Magnolia as a neighborhood-oriented mixed-use business, residential and service district.
- Encourage the enhanced development of Broadway as a mixed-use district meeting contemporary physical development requirements consistent with the urban character of the neighborhood.
- Enhance the sense of common identity in Edgewater by tying together the many sub-communities with streetscaping and urban design projects.

Strategies

These objectives will be implemented through five specific and integrated strategies. These are:

- **Target Anchor Buildings and Opportunity Sites**

The rehabilitation of key anchor building and redevelopment of key opportunity sites are the

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highest priority projects in the RPA. Because of their size, location and prominence, these are improvements and projects that are anticipated to directly and indirectly impact more than just the project site. Once completed, these projects are expected to stimulate both physical and economic private investment and enhance the RPA and surrounding area.

- **Encourage Private Sector Activities**

Through public/private partnerships, the City and local community may provide financial and other assistance to encourage the private sector to undertake redevelopment and rehabilitation projects and other improvements that are consistent with the goals of the community and this plan.

- **Public Improvements**

A series of public improvements along Broadway and Bryn Mawr may be designed and implemented to help define the RPA as well as prepare sites in the RPA for anticipated private investment.

- **Selected Acquisition and Land Assembly**

Selected buildings and vacant sites throughout the RPA may be acquired and assembled to attract future private investment and development. The consolidated ownership of these sites will make them easier to market to potential community developers and streamline the redevelopment process. In addition, assistance may be provided to private developers seeking to acquire land and assemble sites in order to undertake projects supportive of this plan.

- **Leveraging Funds for Other Improvements**

Remaining uncommitted resources may be used to fund appropriate physical improvements and economic development activities consistent with the Act, and to leverage additional public and private resources to continue the ongoing comprehensive redevelopment of the RPA and surrounding area.

Redevelopment Plan Elements

There are three general categories of activities that may be supported by tax increment funds under the provisions of the Act:

Development/Redevelopment/Rehabilitation Activities, including:

- Assembly of Sites, Demolition and Site Preparation
- Provision for Soil and Site Improvements
- Interest Write-down
- Rehabilitation Costs

Provision for Relocation Costs
Environmental Remediation

Public Improvements, including:

Provision or Rehabilitation of Public Improvements and Facilities
Capital Costs

Administrative Support and Financing, including:

Job Training and Related Educational Programs
Analysis, Administration, Studies, Legal, et al.
Financing Costs
Payments in Lieu of Taxes

A number of key types of projects, activities and improvements were identified for the RPA. These activities are those which could be undertaken as resources become available. As community needs and market conditions change, it is likely that additional projects may be suggested throughout the life of the RPA. To the extent that these projects are consistent with the goals of this plan and the related costs are eligible under the Act, these projects may be considered for funding.

- **Apartment Hotel Rehabilitation.** Two existing apartment hotels within the project area have been targeted for rehabilitation. Both are prominent anchor building and contain 371 apartment units totaling over 170,000 square feet and 10 ground floor commercial spaces totaling 14,200 square feet.

Using both historic and low-income tax credits, the buildings would be redeveloped for low and moderate income residents

It is anticipated that TIF funds will be used to cover eligible costs of the developer in order to facilitate the rehabilitation and marketing of the residential and commercial spaces in the two buildings. This assistance may be structured to include a combination of grants, direct low interest loans, pledged tax increment revenues, and other financing mechanisms allowable under the Act.

- **Bryn Mawr Corridor.** This corridor generally includes all of the parcels along Bryn Mawr Avenue from the east side of Sheridan to the west side of Magnolia, as well the parcels along the north side of Ridge from Broadway to Magnolia. Within this area there are several significant buildings which are in need of extensive rehabilitation. Activities to be undertaken in this corridor include, without limitation:

- Acquisition of key buildings
- Rehabilitation assistance including facade and commercial rehabilitation assistance
- Rehabilitation of public infrastructure
- Redevelopment and rehabilitation of other buildings within the area in accordance with eligible expenditures and activities.

- **Broadway Corridor.** This corridor generally includes all of the parcels from the alley west of Broadway to the el tracks and Bryn Mawr to just south of Balmoral (except for St. Rita's Parish). Key objectives in this corridor include improvement of the urban character of the area including restoring the street face, encouraging new commercial development with appropriate urban types of parking, providing for appropriately configured commercial spaces and similar activities including:
 - Targeted acquisition and rehabilitation of selected parcels
 - Encouragement of a redevelopment program on the east side of Broadway including financial assistance for rehabilitation and redevelopment
 - Assistance to encourage appropriate re-use of parcels on the west side of Broadway consistent with the lot depths and surrounding uses
 - Public improvements including streetscaping and repair and rehabilitation of existing infrastructure throughout the area

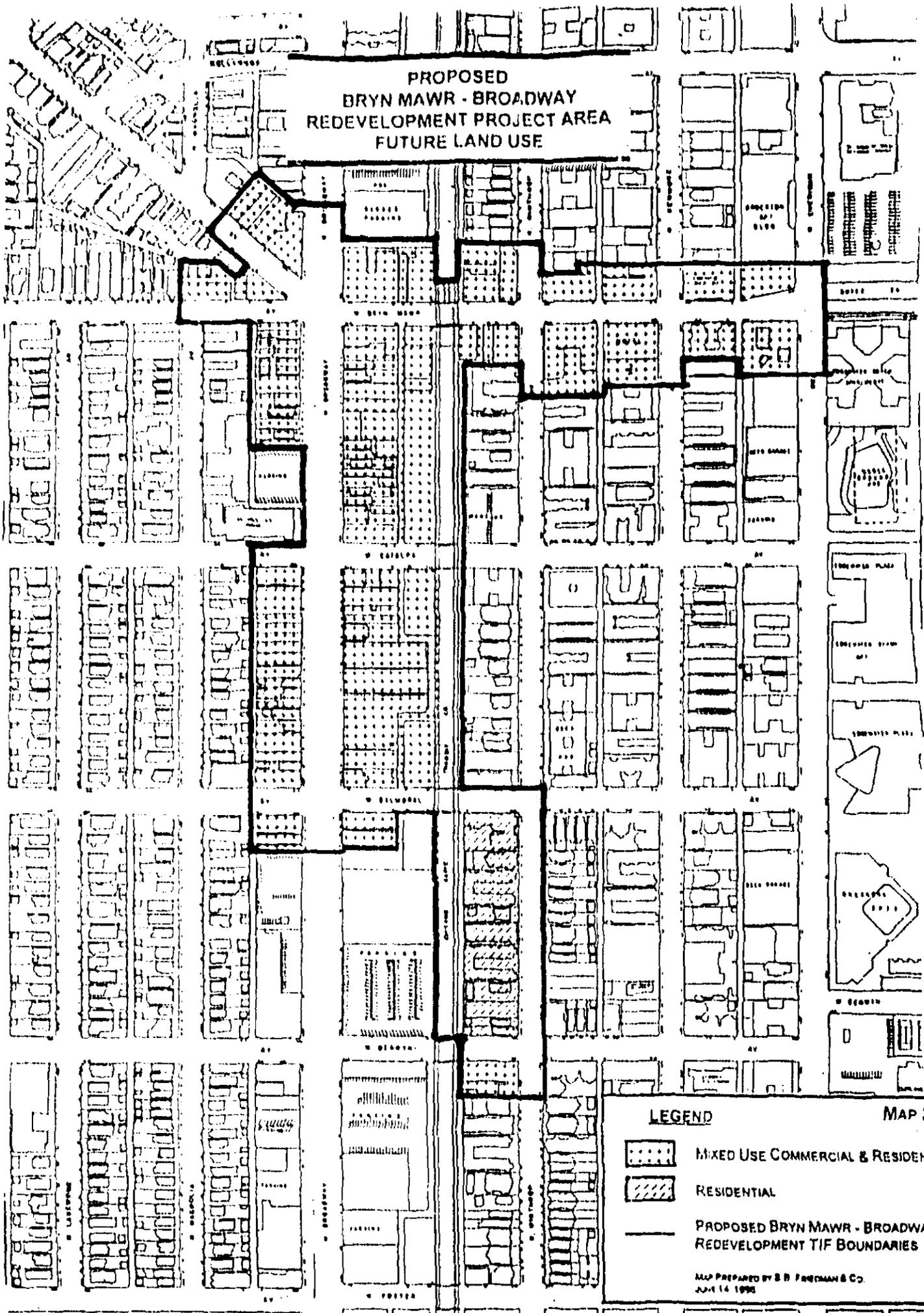
- **Residential District.** The residential district is located east of the el line to the eastern edge of Winthrop between the north edge of Balmoral to just south of Berwyn. Improvements to this area include:
 - Sidewalk and other public improvements
 - Residential rehabilitation

- **Public Improvements.** Public Improvements in the Edgewater TIF and along Broadway, Bryn Mawr and included portions of Ridge Avenue and Sheridan Road, including:
 - Streetscaping
 - Entryways at southern edge of neighborhood and at Sheridan and Bryn Mawr
 - Park or other improvements at Broadway and Bryn Mawr
 - Bikeways and bike storage

Proposed land use is shown on Map 3 and parcels that may be acquired are noted on Map 4.

These activities are representative of the types of projects contemplated to be undertaken during the life of the RPA. Market forces are critical to the completion of these projects. Phasing of projects will depend on the interests and resources of both public and private sector parties. Not all projects will necessarily be undertaken. Further, additional projects may be identified throughout the life of the RPA. To the extent that these projects meet the goals of this plan, the requirements of the Act and budget outlined in the next section, these projects may be considered for tax increment funding.

PROPOSED
 BRYN MAWR - BROADWAY
 REDEVELOPMENT PROJECT AREA
 FUTURE LAND USE



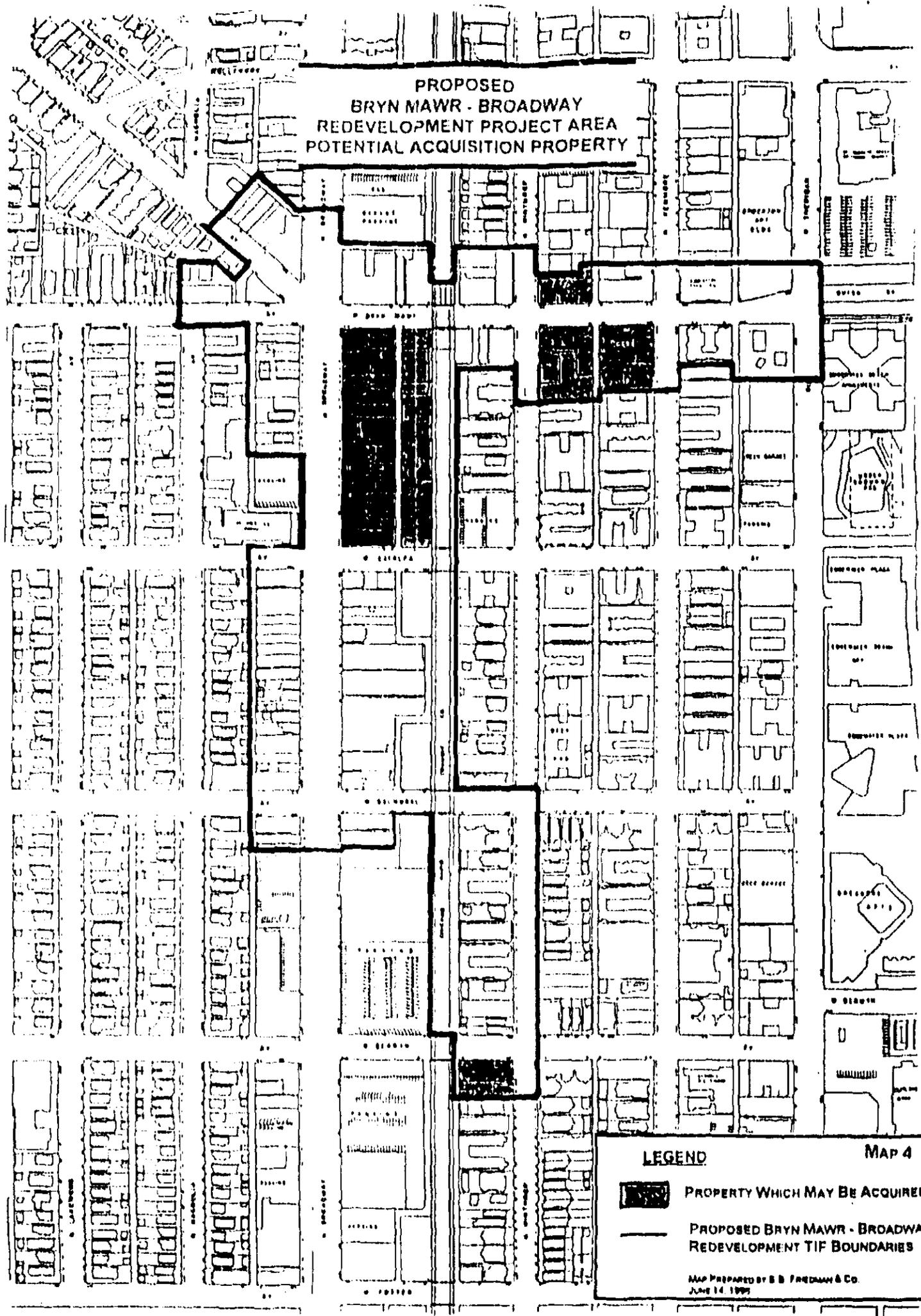
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LEGEND **MAP 3**

 MIXED USE COMMERCIAL & RESIDENTIAL
 RESIDENTIAL
 PROPOSED BRYN MAWR - BROADWAY REDEVELOPMENT TIF BOUNDARIES

MAP PREPARED BY B. B. FREEMAN & CO.
 JULY 14, 1998

PROPOSED
 BRYN MAWR - BROADWAY
 REDEVELOPMENT PROJECT AREA
 POTENTIAL ACQUISITION PROPERTY



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LEGEND **MAP 4**

 PROPERTY WHICH MAY BE ACQUIRED

 PROPOSED BRYN MAWR - BROADWAY REDEVELOPMENT TIF BOUNDARIES

MAP PREPARED BY S B FRIEDMAN & CO.
 JUNE 14, 1995

5. Financial Plan

Eligible Costs

The Act outlines several categories of expenditures that can be funded using tax increment revenues. These expenditures -- referred to as eligible costs -- include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this plan pursuant to the Act. Such costs may include, without limitation, the following:

1. 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, development advisors, development managers, legal, marketing, financial, planning or other services, related hard and soft costs, and other related expenses, provided, however, that no such charges may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, and clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings or fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
9. Payment in lieu of taxes;

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and taxing district(s), 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 the community college district of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-41.1 of the Public and Community College Act and by the school districts of cost pursuant to Section 10-22.20a and 10-23.3a of the School Code.
11. Interest costs incurred by a developer or other user related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - Such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the user with regard to the development project during that year;
 - If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (6) then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - The total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total of (i) cost paid or incurred by the user for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act
12. Unless explicitly stated in the Act, the cost of construction of new privately owned buildings shall not be an eligible redevelopment project cost.

Estimated Redevelopment Project Costs

The estimated costs of this plan are shown in Table 1. To the extent that municipal obligations have been issued to pay for such costs incurred prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such costs. The total cost provides an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest, and other financing costs) Within this limit, adjustments may be made in line items without amendment to this document/plan. Additional funding in the form of State and Federal grants, private developers'

contributions and other outside sources may be pursued by the City as a means of financing improvement and facilities which are of benefit to the general community.

TABLE 1
ESTIMATED TIF ELIGIBLE COSTS

<u>PROJECTS/IMPROVEMENTS</u>	<u>ESTIMATED COSTS*</u>
Land Acquisition	\$ 2,275,000
Site Preparation/Environmental Remediation	\$ 500,000
Demolition	\$ 500,000
Rehabilitation	\$11,000,000
Public Improvements	\$ 1,700,000
Job Training	\$ 25,000
Interest Subsidy	\$ 1,000,000
Planning, Legal, Professional	\$ 250,000
Relocation	\$ 150,000
TOTAL REDEVELOPMENT PROJECT COSTS	\$ 17,400,000

* Exclusive of capitalized interest, issuance costs and other financing costs

All costs are 1996 dollars. In addition to the above listed costs, each issue of bonds or other securities issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations. Adjustments to the estimated line item costs above are expected.

Each individual project will be evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. These costs do not include that portion of each project's total costs financed from private funds or non-TIF public resources. The totals of line items are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment costs.

Phasing and Scheduling of the Redevelopment

The initiator of each project shall be required to submit a current schedule for implementation, which shall be revised as necessary. Where tax increment funds are used to pay eligible costs, expenditures by the City shall be coordinated to coincide on a reasonable basis with the actual redevelopment expenditures of the developer(s). The completion date for the RPA plan shall be no later than 23 years from the date the ordinance establishing the RPA is adopted by the City Council, unless extended or amended pursuant to the Act, as amended from time to time.

Sources of Funds to Pay Costs

Funds necessary to pay for redevelopment project costs and/or municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and/or proceeds from municipal obligations which have as a revenue source tax increment revenue. To secure the issuance of these obligation, the City may permit the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the redevelopment project area over and above the certified initial equalized assessed value of each such property. **Without the use of such incremental revenues, the redevelopment project area is not likely to redevelop.**

Other sources of funds which may be used to pay for development costs and associated obligations issued or incurred include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality may from time to time deem appropriate such as municipal sales tax revenues, municipal amusement taxes, and other sources.

Revenues from this redevelopment project area may be made available to support any contiguous TIF district redevelopment project area, and revenues in this TIF district/redevelopment area may be supplemented by revenues generated by other such contiguous areas. This "sharing" may be made without modification to this document so long as the revenues made available to the contiguous area at no time exceed the Total Redevelopment Costs described on Table 1 (unless otherwise amended)

The proposed Bryn Mawr/Broadway RPA (presented in this plan) and the existing Edgewater RPA are contiguous to one another, and the City finds that the goals, objectives and financial success of said areas to be interdependent. The City further finds that it is in the best interest of the City and in the furtherance of the purposes of the Act that net revenues from each area be made available to support the other. The City therefore proposes to utilize net incremental property and sales tax revenues (as allowed by law) received from one area to pay eligible redevelopment project costs, or obligations to pay such costs, in the other area, and vice versa. The amount of revenues from Edgewater TIF area made available to support the Bryn Mawr/Broadway TIF area shall not at any time exceed the Total Project Cost described in Table 1 (unless otherwise modified).

The redevelopment plan for the existing Edgewater TIF area will be amended and modified to add appropriate and parallel language to allow for sharing of revenues between the districts.

Issuance of Obligations

To finance project costs, a municipality may issue general obligation bonds or obligations secured by the anticipated tax increment revenue generated within the district/redevelopment project area, or the City may permit the utilization of guarantees, deposits or other forms of security made available by private sector developers to secure such obligation. In addition, a municipality may pledge toward payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on one or more properties located within the redevelopment project area; or, (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the original redevelopment project area. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more of a series of obligations may be sold at one or more times in order to implement this plan. The amounts payable in any year as principal and interest on all obligations issued by the City shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Tax increment revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not required for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the project area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area

The purpose of identifying the most recent EAV of the redevelopment project area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the RPA. The total 1994 EAV for the entire redevelopment area is approximately \$17,500,000. Once certified, this EAV will serve as the Initial Equalized Assessed Valuation, unless the 1995 state equalization factor is certified by the Illinois Department of Revenue prior to the adoption of the ordinances establishing the RPA in which event the total 1995 EAVs for the area shall be in the Initial EAV.

Anticipated Equalized Assessed Valuation

By the year 2019 when the TIF is terminated, it is estimated that the EAV for the redevelopment project area will be approximately \$33,700,000. This estimate is based on several key assumptions, including: 1) the rehabilitation of the residential hotels will be completed in 1999; 2) the impact of

inflation upon the EAV of all properties located within the RPA will be 3% per year with its cumulative impact occurring in each triennial reassessment year; 3) the most recent state multiplier of 2.1135 as applied to the 1994 assessed value will remain unchanged; and 4) for the duration of the RPA, the tax rate for the area is assumed to be 9% and stable throughout the life of the RPA.

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6. Required Findings and Tests

Lack of Growth and Private Investment

The municipality is required to evaluate whether or not the area has been subject to growth and private investment and must substantiate a finding of lack of such investment prior to establishing a tax incremental financing district.

The redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise. The lack of private investment is evidenced by the the lack of new development projects initiated or completed within the area. Eighty of 93 buildings, or 90% of the total, are over 35 years of age. Only 9 have been built since 1960.

An analysis of building permit data was conducted for the purposes of demonstrating "lack of private investment" in the proposed Bryn Mawr Redevelopment Project Area. The data was compiled by census tracts (0305, 0306, 0307, 0308) for the period 1991-1995. The analysis revealed that there has been \$725,261 worth of investment in the RPA over this period of time, however repairs ordered by the City of Chicago Department of Buildings (DOB) accounted for 29.48% (\$213,800) of this total. These property investments cannot be considered voluntary, nor can it be assumed that they would have occurred without the code violation orders. Accordingly, the voluntary property investments were \$511,461.

The voluntary property investments account for less than 1% of the total 1994 estimated property market value for the proposed Bryn Mawr - Broadway RPA (\$54,656,568). If we include the code violation repairs this percentage marginally increases to 1.33% of total 1994 property values.

The largest share of investment went toward building maintenance and repair activities -- both voluntary and involuntary -- which is directly related to age of structure. This pattern of investment reinforces one of the eligibility findings which asserts that a majority of the buildings are beyond 35 years of age. By adding the DOB code violation expenses and voluntary investment data, total investments in building repairs account for 67.47% (\$489,311) of the property investments in the proposed Bryn Mawr - Broadway RPA between 1991 and 1995.

Again, the types of investment are representative of the physical needs found within the TIF. For instance, the TIF Eligibility Stability indicated that many of the buildings suffer from obsolete layouts which impede their ability to compete as effective structures in the commercial real estate market. Accordingly, the second largest share of investment went toward building alteration activities (\$158,950, 21.92% of total investments). Owners typically will invest in structural alteration to make their buildings attractive to real estate markets after they are no longer competitive in their current configuration.

New construction accounted for only 4.89% (\$35,500) of the private investment share over the 1991-1995 time period. This investment went only toward the insertion of new underground storage tanks and did not include any investment in new above-ground structures.

The following table summarizes the distribution of building permit data by activity between 1991 and 1995 for the proposed RPA.

TABLE 2
BRYN MAWR - BROADWAY BUILDING PERMIT ANALYSIS

Activity	Total Expenditures	Percent of Total (1991-1995)
Structural Addition	\$35,000	4.83%
Alteration Existing Usage	\$158,950	21.92%
Alteration New Usage	\$6,500	0.90%
New Construction	\$35,500	4.89%
Repairs General	\$275,511	37.98%
Repairs Order of Building Dept.	\$213,800	29.48%
TOTAL AREA INVESTMENT (1991-1995)	\$725,261	100.0%

Although some rehabilitation has occurred on a limited and scattered basis, the RPA as a whole has not been subject to such growth and development. This lack of investment is evidenced by the continued existence of vacant and underutilized parcels and buildings, depreciation of physical maintenance, and other factors cited in the Eligibility Study. It is clear that private investment in revitalization and redevelopment has not occurred to overcome the conditions that currently exist.

Finding The redevelopment project area (RPA) on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan

But for....

The municipality is required to find that but for the designation of the TIF district and the use of tax increment financing, it is unlikely that any significant investment will occur in the proposed RPA.

The financial projections for the rehabilitation of the large residential hotels in the neighborhood were evaluated. The financial projections indicate that there is a significant gap in financing that can be filled with TIF funds. No other sources are available. Accordingly, but for creation of the TIF, these projects, which would contribute substantially to area-wide revitalization, are unlikely to occur without TIF designation for the proposed Bryn Mawr - Broadway RPA.

Conformance to the Plans of the Municipality

The proposed redevelopment area and plan must conform to the comprehensive plan for the municipality, conform to the strategic economic development plans or include land uses that have

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been approved by the planning commission.

The proposed land use of the RPA is consistent with the zoning of the area as most recently revised and amended. Further, this plan must be reviewed and approved by the Chicago Plan Commission prior to its adoption by the City Council.

Finding The redevelopment plan and project conform to plans for the development of the municipality as a whole and include land uses that have been approved by the planning commission of the municipality

Dates of Completion

This redevelopment project shall be completed and all obligations retired by November, 2019.

Financial Impact of the Redevelopment Project

Without the adoption of this plan, and tax increment financing, the redevelopment project area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that blighting conditions will continue to exist and spread, and the whole area will become less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax revenue to all taxing districts.

This document describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can reasonably occur. The redevelopment program will be staged with various developments taking place over a period of years. If a redevelopment project is successful, various new projects will be undertaken that will assist in alleviating blighting conditions, creating new jobs and promoting rehabilitation and development in the area.

This redevelopment plan and project is expected to have short and long term financial impacts on the affected taxing districts. During the period when tax increment financing is utilized, real estate tax increment revenues (from the increases in Equalized Assessed Valuation [EAV] over and above the certified initial EAV established at the time of adoption of this document) may be used to pay eligible redevelopment project costs for the TIF district. At the end of the TIF time period, the real estate tax revenues resulting from the redevelopment of the area will be distributed to all taxing district levying taxes against property located in the district.

Demand on Taxing District Services

The following major taxing districts presently levy taxes on properties located within the plan area:

City of Chicago

Chicago Board of Education
Chicago School Finance Authority
Chicago Park District
Chicago Community College District
Metropolitan Water Reclamation District
County of Cook
Cook County Forest Preserve District

The proposed redevelopment plan involves the acquisition of vacant land and existing buildings, underutilized parcels and buildings, construction of new commercial and residential buildings, improvement/rehabilitation of existing buildings, provision of new and/or improved public facilities and infrastructure, and other activities as outlined in this document. Based on the fully developed status of the area, its predominately commercial use, and anticipated use of the properties, the financial burden of this plan upon these taxing districts is expected to be negligible.

Non-residential development, such as retail, commercial, office, hotel, public and institutional uses, should not cause significant increases in demand for services or capital improvement on any of the above taxing districts except the Metropolitan Water Reclamation District. Replacement of vacant and under-utilized buildings and sites with active and more intensive uses is anticipated to result in additional demands on services and facilities provided by the District. However, it is expected that any increase in such demand can be handled by existing facilities, and that increased usage will be compensated through use charges. Additional costs to the City for police, fire and sanitation services are expected to be minimal since the area involved is currently developed and receives such services. In addition, to the extent that the revitalization efforts result in reduced crime and physical improvements that reduce the risk of fire, the redevelopment plan may actually result in some savings in such costs.

Depending on the market served and the capacity of existing facilities, the limited amount of residential development expected for the RPA may cause some increased demand for services or capital improvements of the following taxing bodies: Board of Education, Community College District, Chicago Park District, the Metropolitan Water Reclamation District, and the City. These costs may include, but are not limited to, the provision of additional public and open space, additional demands for police, fire, sanitary and educational services, and other similar costs.

The character of development expected as a result of the proposed redevelopment is such that impacts to these bodies should be minimal. Among the major projects is a rehabilitation of existing, occupied apartment hotels. This will not necessarily increase or decrease the total population or the resulting demand for services.

Given the preliminary nature of the proposed development plan, specific fiscal impacts cannot be accurately assessed within the scope of this plan.

Program to Address Financial and Service Impact

As described in detail in prior sections of this report, the complete scale and amount of development in the project area cannot be predicted with complete certainty at this time and the demand for services provided by those taxing districts cannot be quantified at this time.

The City may provide public improvements and facilities to service the project area. It is likely that any potential improvements may mitigate some of the additional service and capital demands of this redevelopment plan and project.

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7. Provision for Amending Action Plan

This Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

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8. *Affirmative Action Plan*

The City is committed to and will affirmatively implement the following principles with respect to this redevelopment plan and project.

- A. The assurance of equal opportunity in all personnel and employment actions with respect to this redevelopment plan and project, including but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, terminations, etc. without regard to race, color, religion, sex, age, handicapped status, national origin, sexual preference, creed or ancestry.
- B. Redeveloper will meet City standards for participation of Minority Business Enterprise and Women Business Enterprise businesses as required in redevelopment agreements.
- C. The commitment to affirmative action and non-discrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

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Appendix 1: Boundary and Legal Description (Manhard Consulting)
Appendix 2: Summary of EAV (by PINs)

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The street boundary definition for the proposed Bryn Mawr - Broadway RPA is as follows:

Starting at a point on the southwest corner of 5251 N. Winthrop heading north to the southwest corner of 5401 N. Winthrop; heading west to the east line of the alley between N. Winthrop and the CTA Tracks; heading north to the southwest corner of 1111 W. Bryn Mawr; heading east to the southeast corner of 1101 W. Bryn Mawr; heading south approximately 100' along the west line of N. Winthrop; heading east approximately 237' to the east line of the alley between N. Winthrop and N Kenmore Avenue; heading north approximately 25'; heading east approximately 215' to the east line of N. Kenmore Avenue; heading north approximately 75' along the east line of N. Kenmore Avenue to the southwest corner of 1019-1030 W. Bryn Mawr; heading east approximately 150' to the west line of the alley between N. Kenmore Avenue and Sheridan Road; heading south approximately 50' along the west line of the alley between N. Kenmore Avenue and Sheridan Road; heading east approximately 245' to the east line of Sheridan Road; heading north approximately 330' along the east line of Sheridan Road; heading west approximately 240' to the west line of the alley between Sheridan Road and N. Kenmore Avenue; heading south approximately 22' along the west line of the alley between Sheridan Road and N. Kenmore Avenue to the northeast corner of 1018-1030 W. Bryn Mawr; heading west approximately 406'; heading south approximately 25'; heading west approximately 125' to the northwest corner of 1052-1068 W. Bryn Mawr; heading north approximately 87' along the east line of N. Winthrop; heading west approximately 231' to the west line of the alley between N. Winthrop and the CTA Tracks; heading south approximately 100' along the west line of the alley between N. Winthrop and the CTA Tracks; heading west approximately 50' to the east line of 1118-1126 W. Bryn Mawr; heading north approximately 118' along the east line of 1118-1126 W. Bryn Mawr to the north line of the alley between Bryn Mawr and 5619-5627 N. Broadway; heading west approximately 250' to the southwest corner of 5619-5627 N. Broadway; heading north approximately 100' along the east line of Broadway; heading west approximately 137' to the corner of the bend in the alley between Ridge Road and W. Hollywood Avenue; heading generally northwest approximately 144' along the north line of the alley between Ridge Road and W. Hollywood Avenue; heading generally southwest approximately 212' to the northwest corner of 5626 Ridge Road; heading generally southeast approximately 150' to the northwest corner of 5610 Ridge Road; heading generally southwest approximately 50' along the west line of 5610 Ridge Road; heading generally northwest approximately 77' to the bend on the north line of 1218-

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JULY 8, 1996

BRYN MAWR - BROADWAY REDEVELOPMENT
PROJECT AREA LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE EAST LINE OF WINTHROP AVENUE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN BLOCK 10 OF JOHN LEWIS COCKRAN'S SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 8; THENCE WEST, ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF SAID LOT 2 AND ITS WESTERLY EXTENSION TO THE WEST LINE OF A 15 FOOT ALLEY ADJOINING SAID LOT 2; THENCE NORTH ALONG THE AFOREDESCRIBED WEST LINE OF A 15 FOOT ALLEY, TO THE NORTH LINE OF BERWYN AVENUE; THENCE WEST, ALONG SAID NORTH LINE OF BERWYN AVENUE TO THE SOUTHEAST CORNER OF LOT 13 IN BLOCK 9 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 13 IN BLOCK 9 AND IT'S NORTHERLY EXTENSION TO THE SOUTH LINE OF BALMORAL AVENUE AT THE NORTHEAST CORNER OF LOT 28 IN SAID BLOCK 9; THENCE WEST, ALONG SAID SOUTH LINE OF BALMORAL AVENUE TO THE NORTHEAST CORNER OF LOT 26 IN SAID BLOCK 9; THENCE SOUTH ALONG THE EAST LINE OF LOT 26 AND LOT 25 IN SAID BLOCK 9, TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25 TO THE SOUTHWEST CORNER THEREOF, ALSO BEING THE EAST LINE OF NORTH BROADWAY; THENCE SOUTH ALONG THE AFOREDESCRIBED EAST LINE OF NORTH BROADWAY TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BLOCK 9 IN COCKRAN'S THIRD ADDITION TO EDGEWATER, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 4 IN BLOCK 9 OF COCKRAN'S THIRD ADDITION AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF A 16 FOOT ALLEY ADJOINING SAID LOT 4; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY, TO THE SOUTH LINE OF BALMORAL AVENUE; THENCE NORTH, TO THE NORTH LINE OF SAID BALMORAL AVENUE, AT THE INTERSECTION WITH THE WEST LINE OF A 16 FOOT WIDE ALLEY IN BLOCK 8 IN SAID COCKRAN'S THIRD ADDITION; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY IN BLOCK 8 AND ITS NORTHERLY EXTENSION, TO THE NORTH LINE OF CATALPA AVENUE; THENCE EAST, TO THE WEST LINE OF SAID NORTH BROADWAY; THENCE NORTH, ALONG SAID WEST LINE OF NORTH BROADWAY, TO THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 15 IN BLOCK 1 IN SAID COCKRAN'S THIRD ADDITION; THENCE WEST ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 10 FEET OF LOT 15 IN BLOCK 1, TO THE WEST LINE OF A 16 FOOT ALLEY LOCATED IN SAID BLOCK 1 IN COCKRAN'S THIRD ADDITION; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 16 FOOT ALLEY LOCATED IN BLOCK 1, TO THE SOUTH LINE OF BRYN MAWR AVENUE; THENCE WEST, ALONG SAID SOUTH LINE OF BRYN MAWR AVENUE, TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 7 IN TURCK'S SUBDIVISION, A RESUBDIVISION OF LOT 1 OF A SUBDIVISION OF THE EASTERLY 5.0116 ACRES SOUTH OF THE ROAD IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5, SAID TURCK'S SUBDIVISION RECORDED MAY 8, 1899 AS DOCUMENT NUMBER 2814695; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF LOT 7 AND ITS SOUTHERLY EXTENSION, TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST, ALONG THE

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NORTH LINES OF SAID LOT 7, LOT 6, LOT 5 AND LOT 4 IN SAID TURCK'S SUBDIVISION, TO A BEND IN SAID NORTH LINE OF SAID LOT 4; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINES OF SAID LOT 4, LOT 3 AND LOT 2 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY, CONTINUING ALONG THE SOUTHEASTERLY EXTENSION OF THE AFOREDESCRIBED COURSE, 6 FEET; THENCE NORTHEASTERLY, ALONG A LINE PERPENDICULAR TO RIDGE AVENUE, TO THE SOUTHWESTERLY LINE OF RIDGE AVENUE; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF RIDGE AVENUE TO THE INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 27 IN BLOCK 9 IN CAIRNDUFF'S ADDITION TO EDGEWATER RECORDED APRIL 25, 1888 AS DOCUMENT NUMBER 948404; THENCE NORTHEASTERLY, ALONG THE AFOREDESCRIBED NORTHWESTERLY LINE OF LOT 27 AND ITS SOUTHWESTERLY EXTENSION AND ITS NORTHEASTERLY EXTENSION TO THE NORTHEASTERLY LINE OF A 16 FOOT WIDE ALLEY IN SAID BLOCK 9 OF CAIRNDUFF'S ADDITION TO EDGEWATER; THENCE SOUTHEASTERLY, ALONG THE AFOREDESCRIBED NORTHEASTERLY LINE OF A 16 FOOT WIDE ALLEY, TO A BEND IN SAID 16 FOOT ALLEY; THENCE EAST, ALONG THE NORTH LINE OF SAID 16 FOOT ALLEY IN BLOCK 9 AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF SAID NORTH BROADWAY; THENCE SOUTH, ALONG SAID EAST LINE OF NORTH BROADWAY TO THE SOUTH LINE OF LOT 18 IN BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER, RECORDED OCTOBER 6, 1887 AS DOCUMENT NUMBER 879900; THENCE EAST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 18 IN BLOCK 9 AND ITS EASTERLY EXTENSION, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 13 IN SAID BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF LOT 13 AND ITS NORTHERLY EXTENSION, TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN SAID BLOCK 9 IN COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST, ALONG THE AFOREDESCRIBED WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 11 IN BLOCK 9, TO A POINT ON THE WEST LINE OF A 15 FOOT WIDE ALLEY ADJOINING SAID LOT 11 IN BLOCK 9; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF A 15 FOOT ALLEY, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10 IN SAID BLOCK 9; THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF LOT 10 IN BLOCK 9 AND ITS WESTERLY EXTENSION AND EASTERLY EXTENSION, TO SAID EAST LINE OF WINTHROP AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF WINTHROP AVENUE, TO A POINT ON THE NORTH LINE OF THE SOUTH 18.00 FEET OF LOT 14 IN BLOCK 8 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF THE SOUTH 18 FEET OF LOT 14 IN BLOCK 8, TO THE EAST LINE OF SAID LOT 14 IN BLOCK 8. THENCE NORTH, ALONG THE AFOREDESCRIBED EAST LINE OF LOT 14 IN BLOCK 8 TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 11 IN BLOCK 8 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST ALONG SAID NORTH LINE OF LOT 11 IN BLOCK 8, AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF KENMORE AVENUE; THENCE NORTH, ALONG SAID WEST LINE OF KENMORE AVENUE, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 40 FEET OF LOT 15 IN BLOCK 7 IN SAID COCKRAN'S ADDITION TO EDGEWATER; THENCE EAST ALONG THE AFOREDESCRIBED NORTH LINE OF THE SOUTH 40 FEET OF LOT 15 IN BLOCK 7 AND ITS WESTERLY EXTENSION AND EASTERLY EXTENSION, TO THE WEST LINE OF LOT 10 IN SAID BLOCK 7 IN SAID COCKRAN'S ADDITION TO EDGEWATER, THENCE SOUTH, ALONG THE AFOREDESCRIBED WEST LINE OF LOT 10 IN BLOCK 7, TO THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 10 IN BLOCK 7; THENCE EAST, ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH HALF OF LOT 10 IN BLOCK 7 AND ITS EASTERLY EXTENSION, TO THE EAST LINE OF SHERIDAN ROAD; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF SHERIDAN ROAD, TO THE EASTERLY EXTENSION OF THE SOUTH

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LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 3 IN BLOCK 1 AND ITS EASTERLY EXTENSION AND WESTERLY EXTENSION, TO EAST LINE OF LOT 22 IN SAID BLOCK 1 OF SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE NORTH, ALONG THE AFOREDESCRIBED EAST LINE OF SAID LOT 22, IN BLOCK 1, TO THE SOUTH LINE OF THE NORTH 6 FEET OF SAID LOT 22, IN BLOCK 1; THENCE WEST ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 6 FEET OF LOT 22, IN BLOCK 1 TO THE EAST LINE OF KENMORE AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF KENMORE AVENUE, TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BLOCK 2 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF LOT 4 IN BLOCK 2 AND ITS EASTERLY EXTENSION AND WESTERLY EXTENSION, TO THE SOUTHEAST CORNER OF LOT 21 IN SAID BLOCK 2 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 21 IN BLOCK 2, AND ITS WESTERLY EXTENSION, TO THE WEST LINE OF WINTHROP AVENUE; THENCE NORTH, ALONG THE AFOREDESCRIBED WEST LINE OF WINTHROP AVENUE, TO THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 3 IN BLOCK 3 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE WEST, ALONG THE AFOREDESCRIBED SOUTH LINE OF THE NORTH 10 FEET OF LOT 3, IN SAID BLOCK 3 AND ITS WESTERLY EXTENSION, TO THE INTERSECTION, WITH THE NORTHERLY EXTENSION OF THE MOST WESTERLY LINE OF SAID LOT 3 IN BLOCK 3; THENCE SOUTH ALONG THE AFOREDESCRIBED MOST WESTERLY LINE OF LOT 3 AND THE WEST LINES OF LOTS 4 THROUGH 12 (INCLUSIVE) OF SAID BLOCK 3 TO THE NORTH LINE OF SAID CATALPA AVENUE; THENCE SOUTH, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 IN SAID JOHN LEWIS COCKRAN'S SUBDIVISION; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 1 AND LOTS 2 THROUGH 12 (INCLUSIVE), TO THE NORTH LINE OF BALMORAL AVENUE; THENCE EAST, ALONG THE AFOREDESCRIBED NORTH LINE OF BALMORAL AVENUE, TO SAID EAST LINE OF WINTHROP AVENUE; THENCE SOUTH, ALONG THE AFOREDESCRIBED EAST LINE OF WINTHROP AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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CITY OF CHICAGO - BRYN MAWR/BROADWAY REDEVELOPMENT PROJECT AREA

Permanent Real Estate Index Number of Each Lot, Block, Tract or Parcel of Real Property within Such Project Area

Equalized Assessed Valuation as of December 31, 1985 of Each Lot, Block, Tract or Parcel within Such Project Area (1985 EAV)

TAX CODE AREA 73008

14-08-201-009-0000	40,995
14-08-201-010-0000	40,995
TOTAL TAX CODE AREA 73008	81,990

TAX CODE AREA 73010

14-05-409-008-0000	1,035,868
14-08-201-008-0000	1,825,732
TOTAL TAX CODE AREA 73010	2,861,600

TAX CODE AREA 73011

14-05-331-039-0000	71,539
14-05-410-009-0000	EXEMPT
14-05-410-016-0000	2,035,847
14-05-410-019-0000	33,735
14-08-100-014-0000	68,604
14-08-200-007-0000	27,328
14-08-200-010-0000	22,273
14-08-200-016-0000	27,234
14-08-200-029-0000	26,813
14-08-202-009-0000	603,138
14-08-202-022-1001	5,912
14-08-202-022-1002	5,912
14-08-202-022-1003	5,912
14-08-202-022-1004	919
14-08-202-022-1005	5,419
14-08-202-022-1006	5,912
14-08-202-022-1007	8,869
14-08-202-022-1008	5,912
14-08-202-022-1009	5,912
14-08-202-022-1010	5,419
14-08-202-022-1011	5,912
14-08-202-022-1012	5,912
14-08-202-022-1013	8,869
14-08-202-022-1014	5,912
14-08-202-022-1015	5,419
14-08-202-022-1016	5,912
14-08-207-008-0000	222,894
14-08-207-009-0000	49,786
14-08-207-010-0000	387,016
14-08-207-011-0000	29,346
14-08-207-012-0000	455,947
14-08-207-013-0000	360,107
14-08-207-014-0000	34,606
14-08-207-015-0000	180,491
14-08-207-016-0000	20,174
14-08-207-017-0000	44,055
TOTAL TAX CODE AREA 73011	4,679,835

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Permanent Real Estate Index Number of Each
Lot, Block, Tract or Parcel of Real Property
within Such Project Area

Equalized Assessed Valuation as of December
31, 1999 of Each Lot, Block, Tract or Parcel
within Such Project Area (1999 EAV)

TAX CODE AREA 73012

14-05-328-022-0000	43,858
14-05-328-023-0000	81,312
14-05-328-026-0000	41,804
14-05-328-029-0000	140,483
14-05-328-030-0000	69,874
14-05-328-031-0000	113,168
14-05-328-032-0000	3,678
14-05-328-033-0000	155,949
14-05-328-034-0000	9,489
14-05-331-044-0000	238,138
14-05-408-011-0000	208,409
14-05-408-023-0000	405,028
14-05-408-024-0000	141,783
14-05-408-030-0000	213,482
14-05-408-031-0000	172,553
14-05-408-032-0000	57,556
14-05-408-018-0000	318,524
14-08-108-009-0000	110,723
14-08-108-010-0000	133,867
14-08-108-011-0000	158,653
14-08-108-012-0000	120,463
14-08-108-013-0000	84,362
14-08-108-015-0000	93,259
14-08-108-016-0000	40,049
14-08-108-017-0000	67,839
14-08-113-016-0000	257,034
14-08-113-017-0000	673,348
14-08-113-018-0000	43,707
14-08-113-019-0000	14,805
14-08-113-020-0000	25,961
14-08-113-021-0000	120,320
14-08-113-022-0000	18,401
14-08-113-023-0000	45,071
14-08-113-024-0000	68,456
14-08-113-025-0000	84,117
14-08-113-026-0000	67,885
14-08-113-027-0000	78,504
14-08-113-028-0000	178,877
14-08-113-029-0000	14,605
14-08-113-030-0000	26,910
14-08-113-031-0000	EXEMPT
14-08-121-015-0000	97,474
14-08-121-016-0000	48,394
14-08-121-017-0000	29,826
14-08-200-001-0000	304,036
14-08-200-002-0000	76,183
14-08-200-003-0000	103,024
14-08-200-004-0000	288,203
14-08-200-005-0000	57,577
14-08-200-006-0000	EXEMPT
14-08-200-006-0000	61,523
14-08-200-009-0000	78,261
14-08-200-011-0000	85,055
14-08-200-012-0000	82,383
14-08-200-013-0000	145,300

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CITY OF CHICAGO - BRYN MAWR/BROADWAY REDEVELOPMENT PROJECT AREA

**Permanent Real Estate Index Number of Each
Lot, Block, Tract or Parcel of Real Property
within Such Project Area**

**Equalized Assessed Valuation as of December
31, 1986 of Each Lot, Block, Tract or Parcel
within Such Project Area (1986 EAV)**

14-08-200-018-0000	367,828
14-08-200-028-0000	137,353
14-08-200-030-8001	EXEMPT
14-08-200-030-8002	24,863
14-08-200-030-8003	10,641
14-08-200-030-8004	28,627
14-08-201-001-0000	251,411
14-08-204-002-0000	100,862
14-08-204-003-0000	51,402
14-08-204-004-0000	71,859
14-08-204-005-0000	270,848
14-08-204-006-0000	167,487
14-08-204-007-0000	180,470
14-08-204-008-0000	223,874
14-08-204-009-0000	641,860
14-08-204-010-0000	148,531
14-08-204-011-0000	181,152
14-08-204-012-0000	208,558
14-08-204-027-0000	78,217
14-08-204-028-0000	44,160
14-08-207-001-0000	136,452
14-08-207-002-0000	130,740
14-08-210-009-0000	223,137
TOTAL TAX CODE AREA 73012	10,058,983
TOTAL ALL TAX CODES	17,882,409

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**EXHIBIT E
FINANCING FOR THE DEVELOPER PROJECT**

A. LENDER FINANCING:

1. City of Chicago Multi-Family Housing Revenue Bonds, Series 1997 (GNMA Collateralized-Bryn Mawr/Belle Shore Project) in an aggregate principal amount of \$9,225,000.

The bond proceeds will be used to purchase a GNMA Security issued by TRI Capital Corporation (the "GNMA Issuer"). The GNMA Issuer will make a \$9,226,700 loan (the "FHA-Insured Loan") to the Developer, the repayments on which are insured by the Federal Housing Administration and secured by a first mortgage on the Project.

2. City of Chicago Multi-Family Housing Revenue Note, Series 1997-A (Bryn Mawr/Belle Shore Project) in a principal amount of \$2,750,000, payable from the revenues and receipts derived from revenues of the Project.

3. Amount: \$950,000 Loan
Source: The First National Bank of Chicago, or an entity acceptable to the Commissioner
Interest: Adjustable rate
Security: 1997-A Mortgage

4. Amount: \$8,761,070 Affordable Housing Loan
Source: HOME Program/Corporate Funds/Program Income
Interest: One percent per annum
Security: Non-recourse loan; third mortgage on the Project while the 1997-A Mortgage is outstanding; thereafter, a second mortgage on the Project

5. Amount: \$500,000 Loan
Source: Illinois Housing Development Authority ("IHDA") or an entity acceptable to the Commissioner
Interest: One percent per annum
Security: Non-recourse loan; fourth mortgage on the Project while the 1997-A Mortgage is outstanding; thereafter, a third mortgage on the Project

6. Two separate loans (collectively, the "ECC Loans"), each with an interest rate of zero percent per annum and a 30-year term, in the principal amount of \$200,000 and \$300,000, respectively, from Edgewater Community Council, an Illinois not-for-profit corporation ("ECC"), secured by separate mortgages (collectively, the "ECC Mortgages") on the buildings comprising the Project. The ECC Mortgages will be fifth mortgages while the 1997-A Mortgage is outstanding and, thereafter, will be fourth mortgages. The ECC Loans are derived from a grant (the "Uptown Grant") to ECC from Uptown National Bank of Chicago ("Uptown"). The Uptown Grant is derived from Uptown's participation in the Federal Home Loan Bank of Chicago's Affordable Housing Program.

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EXHIBIT E (continued)
FINANCING FOR THE PROJECT

E. OTHER FUNDS:

\$4,265,000 derived from syndication of (a) approximately \$627,000 of Low-Income Housing Tax Credits and (b) approximately \$3,336,140 of Historic Rehabilitation Tax Credits.

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EXHIBIT F

AVAILABLE INCREMENTAL REVENUES

**Summary of Projected Revenues Available to the Bryn Mawr /
Broadway TIF Redevelopment Area**

2% Inflation

Year	Bryn Mawr TIF		Revenues Generated	Revenues Collected	Imported fr Edgewater TIF	Available TIF Revenues
	Taxable Increment	Tax Rate				
1994	\$0	9.000%	\$0	\$0	\$0	\$0
1995	\$0	9.000%	\$0	\$0	\$0	\$0
1996	\$0	9.000%	\$0	\$0	\$0	\$0
1997	\$907,156	9.000%	\$0	\$0	\$1,091,018	\$1,091,018
1998	\$907,156	9.000%	\$81,644	\$79,195	\$292,186	\$292,186
1999	\$907,156	9.000%	\$81,644	\$79,195	\$310,175	\$369,370
2000	\$1,869,837	9.000%	\$81,644	\$79,195	\$311,391	\$390,585
2001	\$1,869,837	9.000%	\$168,285	\$163,237	\$312,630	\$391,625
2002	\$1,869,837	9.000%	\$168,285	\$163,237	\$331,721	\$494,958
2003	\$2,891,441	9.000%	\$168,285	\$163,237	\$333,011	\$496,248
2004	\$2,891,441	9.000%	\$260,230	\$252,423	\$334,328	\$497,563
2005	\$2,891,441	9.000%	\$260,230	\$252,423	\$354,588	\$607,008
2006	\$3,975,576	9.000%	\$260,230	\$252,423	\$355,954	\$608,377
2007	\$3,975,576	9.000%	\$357,802	\$347,068	\$357,350	\$609,773
2008	\$3,975,576	9.000%	\$357,802	\$347,068	\$373,849	\$725,917
2009	\$5,126,069	9.000%	\$357,802	\$347,068	\$380,302	\$727,370
2010	\$5,126,069	9.000%	\$461,348	\$447,508	\$0	\$347,068
2011	\$5,126,069	9.000%	\$461,348	\$447,508	\$0	\$447,508
2012	\$6,428,339	9.000%	\$461,348	\$447,508	\$0	\$447,508
2013	\$6,428,339	9.000%	\$578,370	\$561,019	\$0	\$561,019
2014	\$6,428,339	9.000%	\$578,370	\$561,019	\$0	\$561,019
2015	\$7,901,990	9.000%	\$578,370	\$561,019	\$0	\$561,019
2016	\$7,901,990	9.000%	\$711,179	\$689,844	\$0	\$689,844
2017	\$7,901,990	9.000%	\$711,179	\$689,844	\$0	\$689,844
2018	\$9,467,964	9.000%	\$711,179	\$689,844	\$0	\$689,844
TOTAL			\$7,886,570	\$7,620,873	\$5,143,499	\$12,764,372

SOURCE: S. B. Friedman & Company

% Collection: 97%

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EXHIBIT G

EDGEWATER INCREMENTAL TAXES

<u>YEAR</u>	<u>IMPORTED FROM EDGEWATER TIF</u>
1996	\$1,091,018
1997	292,186
1998	310,175
1999	311,391
2000	312,630
2001	331,721
2002	333,011
2003	334,326
2004	354,586
2005	355,954
2006	357,350
2007	378,849
2008	380,302
TOTAL	\$5,143,499

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SWORN OWNER'S STATEMENT

The affiant, The Bryn Mawr - Belle Shore Limited Partnership, being duly sworn on oath and says that it is the owner/beneficiary of Trust No. 895044 Kenmore and 1002 W. Bryn Mawr, commonly known as The Bryn Mawr and Belle Shore Apartments, which is the owner of the following described premises in Cook County, Illinois, to wit:

- 1 That it is thoroughly familiar with all the facts and circumstances concerning the premises described above.
- 2 That during the six months last past the only work done or materials furnished in connection with the mentioned are listed below.
- 3 That the only contracts let for the furnishing of future work or materials relative to the contemplated improvements are listed below.
- 4 That this statement is a true and complete statement of all such contracts, previous payments and balances due if any.

Contract No.	Kind of Work	Contract Value	Am. Paid	Per. Paid	Amount Due	Balance
1	Asst. Mgr. S. N.A.	5,500.00	5,500.00	0.00	0.00	0.00
2	Asst. Mgr. S. N.A.	78,000.00	78,000.00	0.00	0.00	0.00
3	Asst. Mgr. S. N.A.	21,000.00	21,000.00	0.00	0.00	0.00
4	Asst. Mgr. S. N.A.	23,000.00	23,000.00	0.00	0.00	0.00
5	Asst. Mgr. S. N.A.	227,000.00	227,000.00	0.00	0.00	0.00
6	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
7	Asst. Mgr. S. N.A.	115,000.00	115,000.00	0.00	0.00	0.00
8	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
9	Asst. Mgr. S. N.A.	12,000,000.00	12,000,000.00	0.00	0.00	0.00
10	Asst. Mgr. S. N.A.	5,000,000.00	5,000,000.00	0.00	0.00	0.00
11	Asst. Mgr. S. N.A.	275,000.00	275,000.00	0.00	0.00	0.00
12	Asst. Mgr. S. N.A.	25,000.00	25,000.00	0.00	0.00	0.00
13	Asst. Mgr. S. N.A.	10,000.00	10,000.00	0.00	0.00	0.00
14	Asst. Mgr. S. N.A.	21,000.00	21,000.00	0.00	0.00	0.00
15	Asst. Mgr. S. N.A.	9,000.00	9,000.00	0.00	0.00	0.00
16	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
17	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
18	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
19	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
20	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
21	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
22	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
23	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
24	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
25	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
26	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
27	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
28	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
29	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
30	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
31	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
32	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
33	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
34	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
35	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
36	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
37	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
38	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
39	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
40	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
41	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
42	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
43	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
44	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
45	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
46	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
47	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
48	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
49	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
50	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
51	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
52	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
53	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
54	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
55	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
56	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
57	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
58	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
59	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
60	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
61	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
62	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
63	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
64	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
65	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
66	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
67	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
68	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
69	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
70	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
71	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
72	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
73	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
74	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
75	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
76	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
77	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
78	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
79	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
80	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
81	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
82	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
83	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
84	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
85	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
86	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
87	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
88	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
89	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
90	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
91	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
92	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
93	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
94	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
95	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
96	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
97	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
98	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
99	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00
100	Asst. Mgr. S. N.A.	200,000.00	200,000.00	0.00	0.00	0.00

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I, the undersigned, being duly sworn on oath and says that the foregoing is a true and complete statement of all such contracts, previous payments and balances due if any.

The following items are not shown on the Contracted Items:
 Balance of December 31, 1964: \$66,700

TOTAL BALANCE NOT IN RECORD: \$66,700

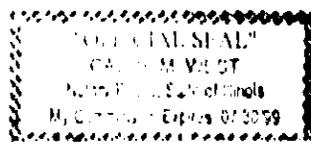
GRAND TOTAL: 27,170,000.00

Subscribed and sworn to before me this _____ day of _____ 1965.

Notary Public: *[Signature]*

By: *[Signature]*
 Title: President
 Bryn Mawr Development Corporation

Witness Present:
 The Bryn Mawr - Belle Shore Limited Partnership
 1333 N. Kingsbury, Suite 200, Chicago, IL 60610



BRYN MAWR FACADE

DRAWINGS

A-1
A-3
A-5
A-7
A-8
D-1

SPECIFICATIONS

DN. 1	General Conditions
DN. 1.1	Supplementary General Conditions
Div. 2	Wrecking and Removal of Debris
Div. 4	Masonry
DN. 4.1	Tuckpointing, Cleaning and Misc. Repairs
Div. 5	Structural Steel
DN. 5.1	Metal Decking
Div. 5.2	Miscellaneous Metal
DN. 5-3	Steel Joists
DN. 6.1	Wood Windows
DN. 6	Aluminum Replacement Windows
DN. 10.2	Curtain Wall.
DN. 12	Decorating
DN. 19	Historic Preservation Requirements

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BELLE SHORE FACADE

DRAWINGS

A-1
A-3
A-5
A-6
A-7
A-8
D-1

SPECIFICATIONS

Div. 1 General Conditions
Div. 1.1 Supplementary General Conditions
Div. 2 Wrecking and Removal of Debris
Div. 4 Masonry
Div. 4.1 Tuckpointing, Cleaning and Misc. Repairs
Div. 5 Structural Steel
Div. 5.1 Metal Decking
Div. 5.2 Miscellaneous Metal
Div. 5-3 Steel Joists
Div. 6.1 Wood Windows
Div. 6 Aluminum Replacement Windows
Div. 10.2 Curtain Wall
Div. 12 Decorating
Div. 19 Historic Preservation Requirements

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BRYN MAWR RESIDENTIAL

DRAWINGS

All Sheets except A-7 and A-8

SPECIFICATIONS

All Divisions except:

Div. 4.1	Tuckpointing, Cleaning and Misc. Repairs
Div. 6.1	Wood Windows
Div. 8	Aluminum Replacement Windows
Div. 10.2	Curtain Wall.

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BRYN MA'VR COMMERCIAL

DRAWINGS

A-1
A-3
A-6
A-6
D-1
MPE-1
M-2
M-7
M-8
M-9
P-2
P-5
P-6
P-7
P-8
E-2
E-5
E-6
E-7
E-8
E-9
EM-2

SPECIFICATIONS

DN. 1 - General Conditions
DN. 1.1 - Supplementary General Conditions
Div. 2 - Wrecking and Removal of Debris
Div. 6 - Carpentry and Millwork
Div. 7 - Hardware
Div. 9 - Steel Doors and Frames
DN. 10 - Drywall and Steel Stud Framing
DN. 12 - Decorating
DN. 14 - Fireproofing
DN. 16000 All Mechanical Sections
DN. 16000 All Electrical

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BELLE SHORE RESIDENTIAL

DRAWINGS

All Sheets except A-8

SPECIFICATIONS

All Divisions except:

Div. 4.1	Tuckpointing, Cleaning and Mac. Repairs
Div. 8.1	Wood Windows
Div. 8	Aluminum Replacement Windows
Div. 10.2	Curtain Wall.

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BELLE SHORE COMMERCIAL

DRAWINGS

A-3
A-5
A-7
D-1
M-2
M-6
M-7
M-9
P-2
P-4
P-6
P-7
E-2
E-5
E-6
E-7
E-8
E-9
EM-2

SPECIFICATIONS

DN. 1 - General Conditions
DN. 1.1 - Supplementary General Conditions
DN. 2 - Wrecking and Removal of Debris
DN. 6 - Carpentry and Millwork
DN. 7 - Hardware
DN. 9 - Steel Doors and Frames
DN. 10 - Drywall and Steel Stud Framing
DN. 12 - Decorating
DN. 14 - Fireproofing
DN. 15000 - All Mechanical Sections
DN. 16000 - All Electrical

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EXHIBIT K-1

ARCHITECT'S OPENING CERTIFICATE

Date: _____

The undersigned, _____ ("Architect"), hereby certifies to the City of Chicago, Illinois ("City") as follows (any term which is capitalized but not specifically defined herein shall have the same meaning as set forth in that certain Redevelopment Agreement ("Agreement") dated _____, 199_, by and between the City and The Bryn Mawr-Belle Shore Limited Partnership ("Developer")):

1. Architect is an architect licensed and in good standing in the State of Illinois.

2. Architect has prepared the Plans and Specifications, to the best of the Architect's professional knowledge, the same are, and the Project will be when completed in accordance therewith, in full compliance with all applicable building, zoning and other laws, statutes, codes, regulations and ordinances (collectively, "Laws"), including, without limitation, all applicable pollution control and environmental protection regulations.

3. The Project, when completed in accordance with the Plans and Specifications, will not encroach upon any recorded or visible easement in effect with respect to the Property.

4. The Plans and Specifications are complete in all respects and were prepared in accordance with accepted architectural practices, containing all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for occupancy.

5. In the aggregate, the construction contract and the existing subcontracts contain all detail necessary to provide for all labor, material and equipment required by the Plans and Specifications.

6. All permits and other governmental approvals necessary for the construction of the Project and the intended occupancy, use and operation thereof have been obtained as of the date of this Certificate or, if not so obtained, the Architect has no reason to believe same will not be obtained as and when so required. Such permits and other necessary governmental approvals are described in Exhibit 1 attached to this Certificate.

7. To our knowledge, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or

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declare invalid (in any manner adverse to the Project), any Laws, permits or other necessary governmental approvals relating to the Property or the Project.

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

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

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

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

ARCHITECT:

By: _____

Its: _____

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EXHIBIT K-2

ARCHITECT'S COMPLETION CERTIFICATE

Date: _____

The undersigned, _____
("Architect"), hereby certifies to the City of Chicago, Illinois
("City") as follows (any term which is capitalized but not
specifically defined herein shall have the same meaning as set forth
in that certain Redevelopment Agreement ("Agreement") dated
_____, 199_, by and between the City and The Bryn Mawr-Belle
Shore Limited Partnership ("Developer")):

1. Architect is an architect licensed and in good standing
in the State of Illinois.

2. The construction of the Project has been "substantially
completed" as of the date of this Certificate in accordance with the
approved Plans and Specifications. For purposes hereof, the Project
being "substantially completed" means that the Project is usable in
its present condition for its intended purpose. The Architect's
determination of the total cost to complete the construction of such
portion of the Project as may be unfinished is \$_____.

3. Neither the Property nor the construction of the Project
violates or will violate any existing applicable zoning, building,
environmental protection or other statutes, ordinances, laws or
regulations (collectively, "Laws").

4. All permits and other governmental approvals necessary
for the construction of the Project and the intended occupancy, use
and operation thereof have been obtained as of the date of this
Certificate. Such permits and other necessary governmental
approvals are described in Exhibit 1 attached to this Certificate.

5. To our knowledge, there are no petitions, actions or
proceedings pending or threatened to revoke, rescind, alter or
declare invalid (in any manner adverse to the Project), any Laws,
permits or other necessary governmental approvals relating to the
Property or the Project.

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

ARCHITECT:

By: _____

Its: _____

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EXHIBIT L

MINIMUM EQUALIZED ASSESSED VALUATIONS

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