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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/25/2007 10:44 AM Pg: 1 of 7

This document prepared by and after recording return to:  
Judith A. Ej-Amin, Esq.  
Assistant Corporation Counsel  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

4349208A  
(1/4) TC

AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into as of the 21<sup>st</sup> day of September, 2007 between the City of Chicago by and through its Department of Planning and Development (the "City") and New West Kedzie, LLC, an Illinois limited liability company (the "Developer").

RECITALS

A. On April 11, 2006 (the "Closing Date"), the Developer purchased certain property within the Redevelopment Area and generally located between 706 -817 South Kedzie Avenue, 905-925 South Kedzie Avenue, and 3207 W. Flournoy Street, Chicago, Illinois 60612 (the "Initial Property"). In connection with such acquisition the Developer executed, delivered and recorded that certain Redevelopment Agreement dated April 11, 2006 and recorded on April 12, 2006 in the Office of the Recorder as Document No.610218029 (the "Redevelopment Agreement"). The Redevelopment Agreement requires the Developer to complete construction of the Project described therein.

B. Subsequent to the Closing Date, the Developer added to the Project a certain parcel located at 700 South Kedzie, Chicago, Illinois 60612 and legally described on Exhibit A, attached hereto ("Parcel 8").

C. On the Closing Date, the City was unable to convey to the Developer a parcel of real property that was intended for inclusion in the Project, which parcel is located at 901 South

Kedzie, Chicago, Illinois 60612 and is legally described on Exhibit A hereto ("Parcel 9"). The Redevelopment Agreement contemplated that Parcel 9 would be conveyed to the Developer by the City after the Closing Date.

D. The City is now able to convey Parcel 9 to the Developer.

E. The Developer and the City desire to amend the Redevelopment Agreement to make Parcel 8 and Parcel 9 (collectively referred to herein as the "Additional Property") subject to the Redevelopment Agreement.

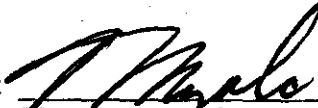
NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Developer and the City agree as hereinafter set forth:

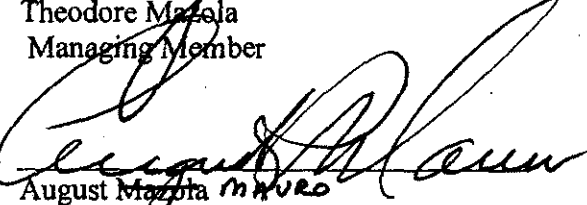
### AGREEMENTS

1. Incorporation of Recitals. The above recitals are incorporated herein by reference and constitute a material part hereof.
2. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Redevelopment Agreement.
3. Addition of Additional Property to Legal Description. The legal description for the Initial Property, as originally attached to the Redevelopment Agreement as Exhibit A, is hereby amended to include the legal description for the Additional Property, which is attached to this Amendment as Exhibit A.
4. Subjection of Additional Property to Redevelopment Agreement. The City and the Developer agree that Parcel 8 shall be subject to the terms and conditions of the Redevelopment Agreement and that Parcel 9 shall be conveyed to the Developer and upon conveyance be subject to the terms and conditions of the Redevelopment Agreement. The defined term "Property," as used in the Redevelopment Agreement, shall be deemed to include both the Initial Property and the Additional Property, less such portions as may from time to time be conveyed to homebuyers in accordance with the terms of the Redevelopment Agreement. Without limiting the generality of the foregoing, Parcel 9 shall be conveyed to the Developer for the sum of Forty Thousand Dollars (\$40,000) (representing the unpaid portion of the One Million and One Dollars (\$1,000,001), required to be paid under the terms of the Redevelopment Agreement.
5. Full Force and Effect. Except as amended hereby, the Redevelopment Agreement shall remain in full force and effect, and the terms of such Redevelopment Agreement are incorporated herein by reference, as if fully set forth herein.

IN WITNESS WHEREOF, this Redevelopment Agreement has been signed as of the date first written above.

**NEW WEST KEDZIE, LLC**  
an Illinois limited liability company

By:   
Theodore Mazela  
Its: Managing Member

By:   
August Mazza *MAZZA*  
Its: Managing Member

**CITY OF CHICAGO**, acting by and through its  
Department of Planning and Development

By: \_\_\_\_\_  
Arnold L. Randall  
Its: Commissioner

IN WITNESS WHEREOF, this Redevelopment Agreement has been signed as of the date first written above.

**NEW WEST KEDZIE, LLC**  
an Illinois limited liability company

By: \_\_\_\_\_  
Theodore Mazola  
Its: Managing Member

By: \_\_\_\_\_  
August Mazola  
Its: Managing Member

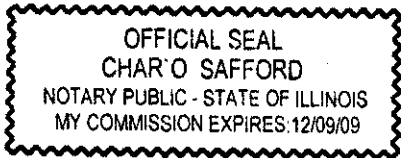
**CITY OF CHICAGO**, acting by and through its  
Department of Planning and Development

By: Arnold L. Randall  
Arnold L. Randall  
Its: Commissioner

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Theodore Mazola and August Mazola, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in their capacity as Managing Members of New West Kedzie, LLC, each individual signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of September, 2007.



*Char'o Safford*  
Notary Public

My Commission Expires 12.9.09

(SEAL)

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Arnold L. Randall, personally known to me to be Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of September, 2007.



Yolanda Quesada  
Notary Public

My Commission Expires

(SEAL)

**EXHIBIT A**

Legal Description for Additional Property

**Parcel 8**

THE EAST 63 FEET OF LOT 1 IN BLOCK 3 IN GEORGE K. SCHOENBERGER'S SUBDIVISION OF THE EAST 1/4 OF THE NORTH 40 RODS OF THE SOUTH EAST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 700 South Kedzie, Chicago, Illinois 60612  
PERMANENT INDEX NUMBER: 16-14-407-042-0000

**Parcel 9**

*The*  
LOT 19 IN <sup>THE</sup> SUBDIVISION OF BLOCK 3 IN PIPERS SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST ONE HALF OF THE SOUTH ONE QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 901 South Kedzie Chicago, Illinois 60612  
PERMANENT INDEX NUMBER: 16-13-316-001-0000