

CitySet #5

**EXECUTION
DRAFT**

**LOYOLA UNIVERSITY OF CHICAGO LAKE SHORE CAMPUS
DEVELOPMENT PROJECT**

TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

**LOYOLA UNIVERSITY OF CHICAGO
REDEVELOPMENT AGREEMENT**

DATED AS OF AUGUST 30, 2006

BY AND BETWEEN

THE CITY OF CHICAGO

AND

**LOYOLA UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation**

This agreement was prepared by
and after recording return to:
William A. Nyberg, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

**LOYOLA UNIVERSITY OF CHICAGO
REDEVELOPMENT AGREEMENT
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**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

**LOYOLA UNIVERSITY OF CHICAGO
REDEVELOPMENT AGREEMENT
LIST OF SCHEDULES AND EXHIBITS**

Schedules

Schedule A	Definitions
Schedule B	Insurance Requirements

Exhibits

Exhibit A	*Redevelopment Area Legal Description
Exhibit B-1	*Legal Description of the Property
Exhibit B-2	Site Plan for the Project
Exhibit B-3	*Legal Description of the Loyola Station Property
Exhibit B-4	Planned Development No. 34, as amended
Exhibit C	Redevelopment Plan
Exhibit D-1	Project Scope; Project Timeline; Mundelein Center Construction Plan and Phasing; Milestones 1 and 2
Exhibit D-2	*Project Budget
Exhibit D-3	*Construction (MBE/WBE) Budget
Exhibit E	TIF-Funded Improvements
Exhibit F	Construction Contract
Exhibit G	Approved Prior Expenditures
Exhibit H	Permitted Liens
Exhibit I	Opinion of Developer's Counsel
Exhibit J	*Minimum Assessed Value
Exhibit K	Form of Payment and Performance Bond
Exhibit L	Public Benefits Program
Exhibit M	Reserved
Exhibit N	City Funds Requisition Form
Exhibit O	City Form of Subordination Agreement

(An asterisk(*) indicates which exhibits are to be recorded.)

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This agreement was prepared by and
after recording return to:
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121 North LaSalle Street, Room 600
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**LOYOLA UNIVERSITY OF CHICAGO LAKE SHORE CAMPUS
REDEVELOPMENT PROJECT**

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

**LOYOLA UNIVERSITY OF CHICAGO
REDEVELOPMENT AGREEMENT**

This Loyola University of Chicago Lake Shore Campus Redevelopment Agreement (the "**Agreement**") is made as of this 30th day of August, 2006, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Planning and Development ("**DPD**"), and Loyola University of Chicago, an Illinois not-for-profit corporation ("**Developer**").

RECITALS:

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (2004 State Bar Edition), as amended from time-to-time (the "**Act**"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment under the provisions of the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on March 31, 2004: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Devon/Sheridan Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Devon/Sheridan Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Devon/Sheridan Redevelopment Project Area" (the "**TIF Adoption Ordinance**"). Collectively the three ordinances are defined as the "**TIF Ordinances**". The redevelopment project area (the "**Redevelopment Area**") is legally described in Exhibit A.

D. The Project: Loyola University of Chicago is a private, co-educational, religious-affiliated university established in Chicago in 1870 as Saint Ignatius College. Today, Loyola University of Chicago has nine colleges spread over 4 campuses. The largest campus is the Lake Shore Campus (the "**Lake Shore Campus**") in the Rogers Park neighborhood. The Lake Shore Campus is more than 50 acres in size and fronts Lake Michigan. The part of the Lake Shore Campus fronting West Sheridan Road is within the Devon/Sheridan Redevelopment Area.

Developer is presently undertaking major renovation and reprogramming of certain buildings within the Lake Shore Campus, which activity is stated in more detail in Exhibit D-1. The largest part of the renovation project is the renovation of the Mundelein Center located at 1020 West Sheridan Road, Chicago, Illinois 60626 (the "**Mundelein Center**"). The Mundelein Center is a 14-story building built in 1929. The Mundelein Center is listed in the National Register of Historic Buildings. The Mundelein Center presently suffers from functional and economic obsolescence and needs extensive repair.

The redevelopment project includes interior and exterior renovation of the Mundelein Center. Other project elements include interior and exterior renovations to Piper Hall and Coffey Hall, exterior work on Flanner Hall, streetscape and infrastructure improvements along West and North Sheridan Road in connection with the use and development of the Lake Shore Campus, and the acquisition and renovation and/or replacement of the property at 1131 W. Sheridan Road (collectively the foregoing project elements are defined for purposes of this Agreement as the "**Project**"). The real property comprising the Project is legally described in Exhibit B-1 (the "**Property**"). A site plan for the Project is Exhibit B-2. Substantially all of the Property comprising the Project is presently exempt from real estate taxes.

Developer has agreed to be reimbursed for its TIF-Funded Improvements through the increment generated through the future development of property on or adjacent to the Lake Shore Campus (the "**Loyola Station Property**"). The real property comprising the Loyola Station Property is legally described in Exhibit B-3. Most, but not all, of the Loyola Station Property is located within, and subject to, Planned Development No. 34, as amended ("**PD34**"). Collectively, such future development projects are defined as the "**Loyola Station Project**". PD34, as amended, is scheduled in Exhibit B-4.

The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Devon/Sheridan Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project dated October 23, 2003 and revised January 21, 2004 (the "**Redevelopment Plan**") attached as Exhibit C, as amended from time-to-time.

F. City Financing and Assistance: Subject to Developer fulfilling its obligations under this Agreement required to obligate the City to do so, the City will make cash payments to Developer out of Available Incremental Taxes (as defined below) as provided in this Agreement for the costs of the TIF-Funded Improvements (as defined below) under the terms and conditions of this Agreement. In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes (as defined below) as provided in a TIF bond ordinance (the "**TIF Bond Ordinance**"), at a later date as described and conditioned in Section 4.06. The proceeds of the TIF Bonds (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Available Incremental Taxes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

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

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE TWO: DEFINITIONS

The definitions stated in Schedule A and those definitions stated in the recitals and preamble are hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE THREE: THE PROJECT

3.01 **The Project.** Developer has begun and is continuing work on the Project as of the date of this Agreement. Developer will complete work on the Project in two phases: “**Milestone 1**” and “**Milestone 2**”. The Project is to be completed on or before December 31, 2012, subject to the provisions of Section 18.17 (Force Majeure), and the receipt of all applicable permits and Project approvals. Details on Project Scope, a Project Timeline and the Mundelein Center Construction Plan and Phasing and Milestone 1 and Milestone 2 are stated in Exhibit D-1.

3.02 **Scope Drawings.** Developer has delivered the Scope Drawings to DPD and DPD has approved them. DPD has agreed to review and approve the Plans and Specifications as a post-closing item. Subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to DPD as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plan as in effect on the date of this Agreement, to PD 34, and to all applicable Federal, State and local laws, ordinances and regulations. Developer will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 **Project Budget.** Developer has furnished to DPD, and DPD has approved, a Project Budget which is Exhibit D-2, showing total estimated costs for the Project in an amount not less than \$85,000,000. Developer hereby certifies to the City that: (a) it has funds sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to DPD copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 **Change Orders.** All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to any material change to the Project must be submitted by Developer to DPD for DPD's prior written approval. As used in the preceding sentence, a “material change to the Project” means: (i) a reduction in excess of five percent (5%) in the square footage of the Project, or (ii) the cessation of the use of the Property or the Project for primarily academic or academic-related support services; or (iii) a delay of more than 120 days in any feature of the Project timeline stated in Exhibit D-1, or (iv) material changes to exterior finish materials, or (v) material changes to the environmentally-friendly features of the Project; or (vi) an increase or decrease in excess of five percent (5%) in the Project Budget.

Developer will not authorize or permit the performance of any work relating to any Change Order requiring DPD's prior written approval or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Developer.

3.05 **DPD Approval.** Any approval granted by DPD under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only. Any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation, or any other governmental approval. Any such approval by DPD under this Agreement does not constitute approval of the utility, quality, structural soundness, safety, habitability, or investment quality of the Project. Developer will not make any verbal or written representations to anyone to the contrary.

3.06 **Other Approvals.** Any DPD approval under this Agreement will have no effect upon, nor will it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals).

3.07 **Progress Reports and Survey Updates.** After the Closing Date, on or before the 15th day of each reporting month after the end of a quarter, Developer will provide DPD with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, in excess of 120 days, if necessary (with any delay in completion date being considered a Change Order, requiring DPD's written approval under Section 3.04). Developer must also deliver to the City written quarterly progress reports detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's MBE/WBE Commitment) (collectively, the "**City Requirements**"). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer acceptable to DPD to address and cure such shortfall.

3.08 **Reserved**

3.09 **Barricades.** Prior to commencing any construction requiring barricades, Developer will install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable Federal, State or City laws, ordinances, rules and regulations and PD34. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of the Project).

3.10 **Signs and Public Relations.** Developer will erect in a conspicuous location on the Property during the Project a sign of size and style approved by the City, indicating that

financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent information regarding Developer and the Project in the City's promotional literature and communications.

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

3.12 **Permit Fees.** In connection with the Project, Developer is obligated to pay only those building, permit, engineering, tap on, and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 **Accessibility for Disabled Persons.** Developer acknowledges that it is in the public interest to design, construct and maintain the Project in a manner which promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property will be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

3.14 **Additional Project Features.**

- (a) **Landscaping.** Developer agrees to perform all landscaping work consistent with the landscaping requirements stated in PD 34 and in the City of Chicago Open Space Impact Fee Ordinance, Journal of The Proceedings of the City Council, dated April 1, 1998, at pp 65269-65275 (the "**Landscape Ordinance**").
- (b) **Green Roof.** Twenty-five percent (25%) of the Mundelein Center's roof area will be constructed to comply with construction industry standard "green roof" requirements.

ARTICLE FOUR: FINANCING

4.01 **Total Project Cost and Sources of Funds.** The cost of the Project is estimated to be \$85,000,000 to be applied in the manner stated in the Project Budget. Such costs will be funded from the following sources:

Developer Funds	\$85,000,000

ESTIMATED TOTAL	\$85,000,000

4.02 **Developer Funds.** Developer Funds will be used to pay all Project costs, including but not limited to costs of TIF-Funded Improvements.

4.03 **City Funds.**

(a) **City Funds.** Any funds expended by the City under this Agreement or otherwise related to the Project or to the TIF-Funded Improvements are defined as “**City Funds**”. City Funds may be used to reimburse Developer only for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit E states, by line item, the TIF-Funded Improvements for the Project contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such costs and their respective eligibility as a Redevelopment Project Cost.

(b) **Sources of City Funds.**

(i) The City, through its Department of Planning and Development, agrees to provide reimbursement to Developer from Available Incremental Taxes as defined and conditioned in Schedule A for certain TIF-Funded Improvements, subject to the terms, conditions and qualifications of this Agreement up to a maximum of 24% of the total estimated \$85,000,000 Project costs (the “**Reimbursement Amount**”). Except as otherwise provided in this Agreement, the Reimbursement Amount will be paid annually on a pay-as-you-go basis over the Term of the Agreement which ends on December 31, 2028. The Reimbursement Amount will be calculated on a net present value basis by discounting the anticipated annual stream of payments to 2006 at 7%. The total annual stream of payments over the Term of the Agreement is presently estimated to be \$46,023,911, with a net present value calculated to be \$20,400,000. The net present value of the Developer’s total Reimbursement Amount shall not exceed 24% of the Project costs expended to date.

(ii) Developer will be entitled to an annual pay-as-you-go payment equal to 95% of the Available Incremental Taxes generated each year during the Term of the Agreement until the full amount of the Reimbursement Amount has been paid.

(iii) The City will pay City Funds to Developer in cash in the amount of the accrued annual payment as follows: (i) upon the issuance by the City of the Milestone 1 Component Completion Certificate for the redevelopment work comprising the Milestone 1 redevelopment activity, the City shall make a one-time payment (a “sweep payment”) to Developer of all Available Incremental Taxes as defined and conditioned in Schedule A; and (ii) upon issuance by the City of the Certificate of Completion for the Project (the “**Certificate**”) after completion of the redevelopment work comprising Milestone 2, the City shall commence and thereafter make annual payments to Developer of Available Incremental Taxes each year during the Term of the Agreement until the Reimbursement Amount has been paid.

(iv) Developer will submit a Requisition Form in the form of Exhibit N (the “**Requisition Form**”) to request any payment of City Funds. The City will make payments to Developer not later than 2 months from receipt of Developer’s Requisition Form. For example, the annual payment of Available Incremental Taxes for 2006 will be paid by March 31, 2007, if Developer’s Requisition Form was received on January 31, 2007.

(v) Pre-conditions for the Issuance of the Milestone 1 Component Completion Certificate or the Certificate. The following are preconditions to the issuance of the Milestone 1 Component Completion Certificate or the Certificate by the City:

(A) Milestone 1 Component Completion Certificate

(1) Completion of all the construction components for Milestone 1 scheduled in Exhibit D-1.

(2) Developer has complied with the MBE/WBE requirements stated in Section 10.03 for the Milestone 1 redevelopment work and the City’s monitoring section has issued its compliance letter. Developer may request from DPD a partial waiver of this requirement, provided, however, that Developer presents a plan acceptable to DPD to achieve full compliance with the requirements of Section 10.03 for the entire Project in Developer’s redevelopment work comprising the Milestone 2 activity.

(3) Developer has complied with the prevailing wage requirements stated in Section 8.08 for the Milestone 1 work and the City’s monitoring section has issued its compliance letter.

(4) Developer has complied with the City residency requirement stated in Section 10.02 for the Milestone 1 work or has paid the penalty provided in Section 10.02.

(5) The representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained in the Agreement.

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

(B) Certificate of Completion

(1) Completion of all the construction components for Milestone 2 scheduled in Exhibit D-2.

(2) Full compliance with MBE/WBE requirements stated in Section 10.03 for the Project considered as a whole, and the City's monitoring section has issued its compliance letter.

(3) Developer has complied with the prevailing wage requirements stated in Section 8.08 for the Project considered as a whole, and the City's monitoring section has issued its compliance letter.

(4) Developer has complied with the City residency requirements stated in Section 10.02 for the Project considered as a whole, or has paid the penalty provided in Section 10.02.

(5) The representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained in the Agreement.

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

(vi) Suspension or Termination of Payment of City Funds.

(A) An Event of Default will occur if Developer: (i) incurs City Building Code violations of any kind in the Project, which are material and not de minimis in nature as measured by ordinary, usual and customary commercial building management and operating standards in the City; (ii) makes material alterations to the exterior of the Mundelein Center from the plans and specifications previously approved by DPD, without written permission from DPD; or (iii) uses or permits the use of the buildings comprising the Project for uses other than primarily academic or related support services during the Term of the Agreement.

(B) If an Event of Default scheduled in subsection A above occurs, then Developer shall be entitled to a maximum of two Non-Compliant Years (the "Non-Compliant Years", composed of "Non-Compliant Year #1" and "Non-Compliant Year #2") before the City shall have the right to permanently discontinue payment of City Funds. Such Non-Compliant Years may be consecutive or non-consecutive.

Developer shall be entitled to a maximum of two Cure Years (the “**Cure Years**” composed of “**Cure Year #1** and “**Cure Year #2**) to cure and remedy the Events of Default scheduled in subsection A above.

(C) In any Non-Compliant Year, the City may suspend payment of City Funds.

(D) DPD in its absolute discretion may waive, in whole or in part, the requirements of this section.

(vii) Payment of Certain Costs. At Closing, Developer will receive a cash payment from the City for the following costs related to the creation of the Redevelopment Plan:

<u>Vendor</u>	<u>Costs</u>	<u>Notes</u>
S.B. Friedman	\$ 71,791	Redevelopment Plan Study
Dev Corp North	\$ 30,275	Coordination of the public process for TIF Task Force & Design Guidelines
Newcastle Limited	\$ 90,000	Real estate advisory services for the establishment of the TIF
Solomon Cordwell Buenz	<u>\$ 30,000</u>	Development and publication of design guidelines
Total	\$222,066	

4.04 **Treatment of Prior Expenditures.** Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, will be considered previously contributed Developer Funds or Lender Financing, if any, hereunder (the “**Prior Expenditure(s)**”). DPD has the right to disallow any such expenditure (not listed on Exhibit G) as a Prior Expenditure as of the date of this Agreement. Exhibit G identifies the prior expenditures approved by DPD as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements will not be reimbursed to Developer.

4.05 **Cost Overruns.** If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, Developer will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the TIF-

Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

4.06 **TIF Bonds.** The Commissioner of DPD may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of TIF Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The proceeds of TIF Bonds may be used to pay the accrued Reimbursement Amount and for other purposes as the City may determine. The costs of issuance of the TIF Bonds would be borne by the City. Developer will cooperate with the City in the issuance of the TIF Bonds, as provided in Section 8.05.

ARTICLE FIVE: CONDITIONS PRECEDENT TO CLOSING

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date, and any of such preconditions may be waived by DPD in its absolute discretion:

5.01 **Project Budget.** Developer will have submitted to DPD, and DPD will have approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 **Scope Drawings.** Developer will have submitted to DPD, and DPD will have approved, the Scope Drawings in accordance with the provisions of Section 3.02 or DPD has agreed to approve them as a post-closing item.

5.03 **Other Governmental Approvals.** Developer will have secured or applied for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to DPD.

5.04 **Developer Funds.**

(a) Developer will have furnished evidence acceptable to the City that Developer has sufficient Developer Funds to commence the Project.

(b) Any financing liens against the Property or the Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in this Agreement under a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, in the Office of the Recorder of Deeds of Cook County. A form of subordination agreement is Exhibit O.

5.05 **Acquisition and Title.** On the Closing Date, Developer will furnish the City with copies of any Title Policies in Developer's possession for the properties which together constitute the Property, showing Developer as the named insured.

5.06 **Evidence of Clear Title.** Not less than 5 Business Days prior to the Closing Date, Developer, at its own expense, will have provided the City with current searches under Developer's name as follows:

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

showing no material liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 **Surveys.** Not less than 5 Business Days prior to the Closing Date, Developer will have furnished the City with 3 copies of any Surveys in Developer's possession for the properties which together constitute the Property, if and to the extent available.

5.08 **Insurance.** Developer, at its own expense, will have insured the Project as required under Article Twelve. At least 5 Business Days prior to the Closing Date, certificates required under Article Twelve evidencing the required coverages will have been delivered to DPD.

5.09 **Opinion of Developer's Counsel.** On the Closing Date, Developer will furnish the City with an opinion of counsel, substantially in the form of Exhibit I, with such changes as may be required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibit I, such opinions shall be obtained by Developer from its general corporate counsel.

5.10 **Evidence of Prior Expenditures.** Not less than 20 Business Days prior to the Closing Date, Developer will have provided evidence satisfactory to DPD of the Prior Expenditures as provided in Section 4.04. Such evidence of Prior Expenditures may be updated to the Closing Date by Developer.

5.11 **Financial Statements.** Not less than 30 days prior to the Closing Date, Developer will have provided Financial Statements to DPD for its 2004 and 2005 (if available) fiscal years, and its most recently available unaudited interim Financial Statements.

5.12 **Additional Documentation.** Developer will have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds in the Project, if any, and the payment of union wages for all work performed in connection with the Flanner Hall feature of the Project.

5.13 **Environmental Audits.** Developer will have provided DPD with copies of all Phase I and Phase II environmental reports completed for Developer with respect to the Property, if any, and a letter from the environmental engineer(s) who completed such report(s), authorizing the City to rely on such reports.

5.14 **Entity Documents.** Developer will provide a copy of its current Articles of Incorporation as a not-for-profit corporation, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and from the State; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

5.15 **Litigation.** Developer will provide to Corporation Counsel and DPD, at least 10 Business Days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer and the City of Chicago; or involving the Property or the Project specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

5.16 **Landmark Designation.** Developer shall have provided written consent to the designation by the City of the Mundelein Center as a City of Chicago Landmark under the City's Landmark Ordinance. The significant historical and architectural features shall be defined as: all exterior elevations, including roof lines, of the building; and the main corridor on the first floor (including the grand staircase between floors 1 and 2) including, but not limited, to all surface finishes, light fixtures, elevator and corridor doors and decorative grilles.

ARTICLE SIX: AGREEMENTS WITH CONTRACTORS

6.01 **Bid Requirement for General Contractor and Subcontractors.**

(a) Developer has entered into construction contracts with the following General Contractors: Stromberg Construction for rehabilitation of the Root Photography Building (1131

West Sheridan) and of Coffey Hall; and, Clauss Brothers Construction for Site development, streetscape and intersections. DPD has approved these Construction Contracts.

6.02 **Construction Contract.** Prior to the execution thereof, the Developer must deliver to DPD a copy of the form of proposed Construction Contract. Within 10 Business Days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer must deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) Business Days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

6.03 **Performance and Payment Bonds.** Prior to commencement of construction of any work in the public way, Developer will require that the General Contractor be bonded (as to such work in the public way) for its payment and performance by sureties having an AA rating or better using the payment and performance bond form attached as Exhibit K. The City will be named as obligee or co-obligee on such bond.

6.04 **Employment Opportunity.** Developer will contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10.01 hereof. The Developer shall contractually obligate and cause the General Contractor and such subcontractors as are necessary and appropriate to achieve compliance with the provisions of Section 10.02 and 10.03 hereof to agree to the provisions of Section 10.02 and 10.03 hereof.

6.05 **Other Provisions.** In addition to the requirements of this Article Six, the Construction Contract and each contract with any subcontractor must contain provisions required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's MBE/WBE Commitment), Article Twelve (Insurance) and Section 14.01 (Books and Records).

ARTICLE SEVEN: COMPLETION OF CONSTRUCTION

7.01 **Certificate of Completion of Construction.**

(a) Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD will issue to Developer a certificate of completion of construction in recordable form (the "**Certificate**") certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. Upon completion of Milestone 1 phase of the Project in accordance with the terms

of this Agreement, and upon Developer's written request, DPD will issue to Developer a Milestone 1 Component Completion Certificate in recordable form certifying that Developer has fulfilled its obligation to complete such component of the Project in accordance with the terms of the Agreement.

(b) DPD shall respond to Developer's written request for a Certificate or a Milestone 1 Component Completion Certificate within 45 days by issuing either a Certificate or a Milestone 1 Component Completion Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate or a Milestone 1 Component Completion Certificate. Developer may resubmit a written request for a Certificate or a Milestone 1 Component Completion Certificate upon completion of such measures, and the City shall respond within 45 days in the same manner as set forth with respect to the initial request. Such process may repeat until the City issues a Certificate or a Milestone 1 Component Completion Certificate .

7.02 Effect of Issuance of Certificate; Continuing Obligations.

(a) The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to 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 must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.16 (Real Estate Provisions), Section 8.18 (Sale of Buildings and Building Use) 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 (except with respect to Section 8.02). The other executory terms of this Agreement that remain after the issuance of a Certificate will be binding only upon Developer or a permitted assignee of Developer who, as provided in Section 18.15 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

(c) Notwithstanding anything to the contrary contained in this Agreement, the only covenants running with the land that shall be binding upon any transferee of the Loyola Station Property will be the covenants stated in Section 8.16 (Real Estate Provisions).

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

ARTICLE EIGHT: REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.

8.01 **General.** Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of any payment of City Funds:

- (a) Developer is an Illinois not-for-profit corporation, duly organized, validly existing, and in good standing in Illinois.
- (b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement or has otherwise applied for permits and approvals required to complete the Project;
- (c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation as a not-for-profit corporation as amended and supplemented, its by-laws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer or any of its assets is now or may become bound;
- (d) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget;
- (e) Developer is now, and for the Term of the Agreement, will remain solvent and able to pay its debts as they mature;
- (f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement;
- (g) Developer has and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;
- (h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to

which Developer is a party or by which Developer or any of its assets is bound which would materially adversely effect its ability to comply with its obligations under this Agreement;

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

(j) prior to the issuance of a Certificate, if it would materially adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) change its ultimate parent entity, if any; (4) enter into any transaction outside the ordinary course of Developer's business; (5) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (6) enter into any transaction that would cause a material and detrimental change to Developer's financial condition or its ability to continue operations;

(k) Developer has not incurred and, prior to the issuance of a Certificate, will not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property or the Project other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Property or the Project or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

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

(m) neither the Developer nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons Lists, the Unverified List, the Entity List and the Debarred List.

8.02 **Covenant to Redevelop.** Upon DPD's approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer will

redevelop the Property in compliance with this Agreement, the TIF Ordinances, PD 34, the Scope Drawings, 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 Property, the Project and/or Developer. The covenants set forth in this Section 8.02 will run with the land and will be binding upon any transferee, until fulfilled as evidenced by the issuance of a Certificate.

8.03 **Redevelopment Plan.** Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plan, as in effect on the date of this Agreement.

8.04 **Use of City Funds.** City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the TIF-Funded Improvements as provided in this Agreement.

8.05 **Other Bonds.** At the request of the City, Developer will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) TIF Bonds or other bonds ("**Bonds**") in connection with the Project or the Redevelopment Area, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the TIF-Funded Improvements; provided, however, that any such amendments will not have a material adverse effect on Developer or the Project. Developer will, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition, and assisting the City in its preparation of an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false and misleading.

8.06 **Employment Opportunity.**

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 and Article Ten. Developer will submit to DPD a plan describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written quarterly progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to DPD which will outline, to DPD's satisfaction, the manner in which Developer will correct any shortfall.

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

8.08 **Prevailing Wage.** Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the applicable prevailing wage rate as ascertained by the State Department of Labor (the "**Labor Department**"), to all laborers, workers and mechanics constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed under such contract. If the Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08. The requirements of this section are not applicable to the construction work for Flanner Hall which is substantially completed.

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

8.10 **Financial Statements.** Developer will obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2004 and 2005 (if available), as applicable, and each year thereafter for the Term of the Agreement. In addition, Developer will submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.11 **Insurance.** Solely at its own expense (or the expense of the General Contractor or applicable subcontractor), Developer will comply with all provisions of Article Twelve hereof.

8.12 **Non-Governmental Charges.**

(a) **Payment of Non-Governmental Charges.** Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Property, or any fixtures that are or may become attached thereto and which are owned by Developer, which creates, may create, or appears to create a lien upon all or any portion of the Property; provided however, that if such Non-Governmental Charges may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer will furnish to DPD, within

thirty (30) days of DPD's request, official receipts from the appropriate entity, or other evidence satisfactory to DPD, evidencing payment of the Non-Governmental Charges in question.

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

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.12); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charges and all interest and penalties upon the adverse determination of such contest.

8.13 **Developer's Liabilities.** Developer will not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement. Developer will immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.14 **Compliance with Laws.**

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer will provide evidence satisfactory to the City of such current compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property or the Project, including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in performance of this Agreement. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

8.15 **Recording and Filing.** Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property and the Loyola Station Property. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.16 **Real Estate Provisions.**

(a) **Governmental Charges.**

(i) **Payment of Governmental Charges.** Subject to subsection (ii) below, Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "**Governmental Charge**" means all Federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project, including but not limited to real estate taxes.

(ii) **Right to Contest.** Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or transfer or forfeiture of the Property. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.16(c) below; provided, that such real estate taxes must be paid in full when due. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(x) Developer will demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge will conclusively operate to prevent or remove a lien against, or the sale or transfer or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings, and/or;

(y) Developer will furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD may require, or a good and

sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise DPD thereof in writing, at which time DPD may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. Developer agrees that, for the purposes of this Agreement, the total minimum assessed value of the Loyola Station Property (and related improvements) ("**Minimum Assessed Value**") is shown on Exhibit J for the years noted on Exhibit J.

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

(iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer will, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Loyola Station Property below the amount of the Minimum Assessed Value as shown in Exhibit J for the applicable year.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, will object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Under Assessment Complaint (as defined below) or subsequent proceedings related thereto with

the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "**Under Assessment Complaint**" as used in this Agreement means any complaint seeking to increase the assessed value of the Loyola Station Property (and related improvements) up to (but not above) the Minimum Assessed Value as shown in Exhibit J.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.16(c) applicable to the Loyola Station Property are covenants running with the land. This Agreement will be recorded by Developer as a memorandum thereof against the Property and the Loyola Station Property, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions will be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants will be released when the Redevelopment Area is no longer in effect, or upon termination of this Agreement. Developer agrees that any sale, transfer, lease, conveyance, or transfer of title to all or any portion of the Loyola Station Property from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.16(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.16(c).

8.17 Reserved.

8.18 Sale of Building and Building Use. Developer covenants that it will not sell, lease or otherwise transfer its ownership interest in the buildings comprising the Project without the prior written consent of the City. Developer covenants that the buildings comprising the Project will be used by Developer for academic or related support services for the Term of the Agreement. The covenants stated in this Section 8.18 run with the land and are intended to be binding on any transferee of the Property or the Project.

8.19 Reserved.

8.20 Public Benefits Program. On or after the Closing Date, Developer will undertake a public benefits program ("**Public Benefits Program**") described in more detail in Exhibit L. If the Public Benefit Program is on-going, then Developer will provide the City with a status report on an annual basis describing in sufficient detail Developer's compliance with the Public Benefits Program.

8.21 Broker's Fees. Developer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.22 **No Conflict of Interest.** Under Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City, (a “**City Group Member**”) owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer, the Property, the Project, or to the Developer’s actual knowledge, any other property in the Redevelopment Area.

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

8.24 **No Business Relationship with City Elected Officials.** Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a “Business Relationship” (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated thereby.

8.25 **Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1.**

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

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

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

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

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

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

For purposes of this provision:

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

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

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

Individuals are “**Domestic Partners**” if they satisfy the following criteria:

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

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

8.26 **Survival of Covenants.** All warranties, representations, covenants and agreements of Developer contained in this Article Eight and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution, delivery and acceptance by the parties and (except as provided in Article Seven upon the issuance of a Certificate) will be in effect throughout the Term of the Agreement.

ARTICLE NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

9.01 **General Covenants.** The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 **Survival of Covenants.** All warranties, representations, and covenants of the City contained in this Article Nine 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.

ARTICLE TEN: DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.*, Municipal Code, except as otherwise provided by said ordinance and as amended from time-to-time (the "**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(c) Each Employer will comply with all applicable Federal, State and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the State Human Rights Act, 775 ILCS 5/1-101 *et seq.* (2004 State Bar Edition), as amended, and any subsequent amendments and regulations promulgated thereto.

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

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

(f) Failure to comply with the employment obligations described in this Section 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

10.02 City Resident Construction Worker Employment Requirement.

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

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

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

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

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

(f) Upon 2 Business Days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the construction of the Project to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

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

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

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Article concerning the worker hours performed by actual residents of the City or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Article. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will 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 Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

(l) The requirements of this section will not apply to the construction work for Flanner Hall which is substantially completed.

10.03 **Developer's MBE/WBE Commitment.** Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements stated in this section, will contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable: (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "**Procurement Program**"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "**Construction Program**"), and collectively with the Procurement Program, the "**MBE/WBE Program**"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as stated in Exhibit D-3) must be expended for contract participation by Minority-Owned Businesses ("**MBEs**") and by Women-Owned Businesses ("**WBEs**"):

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

(b) For purposes of this Section 10.03 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In compliance with Section 2-92-730, Municipal Code of Chicago, Developer will not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer must deliver quarterly reports to the City’s monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports will include, inter alia: the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation; the name and business address of each MBE or WBE actually involved in the Project; a description of the work performed or products or services supplied; the date and amount of such work, product or service; and such other information as may assist the City’s monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. Developer will maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least 5 years after completion of the Project, and the City’s monitoring staff will have access to all such records maintained by Developer, on 5 Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

(g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors are required to attend this pre-construction meeting. During said meeting, Developer will demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which will be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) quarterly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, will, upon the delivery of written notice to Developer, be deemed an Event of Default.

ARTICLE ELEVEN: ENVIRONMENTAL MATTERS

11.01 **Environmental Matters**. Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from: (A) all or any portion of the Property or the Loyola Station 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 or the Loyola Station Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City

or Developer or any of its Affiliates under any Environmental Laws relating to the Property or the Loyola Station Property.

ARTICLE TWELVE: INSURANCE

12.01 **Insurance Requirements.** Developer's insurance requirements are stated in Schedule B which is hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE THIRTEEN: INDEMNIFICATION

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

- (i) Any cost overruns as described in Section 4.05; or
- (ii) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (iii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or
- (iv) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or its agents, employees, contractors or persons acting under the control or at the request of Developer; or
- (v) Developer's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or

- (vi) any act or omission by Developer or any Affiliate of Developer.

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 will survive the termination of this Agreement.

ARTICLE FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 **Books and Records.** Developer will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs 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 Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer will not pay for salaries or fringe benefits of auditors or examiners. Developer must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 **Inspection Rights.** Upon 3 Business Days notice, any authorized representative of the City will have access to all portions of the Project during normal business hours for the Term of the Agreement.

ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.01 **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, will constitute an "Event of Default" by Developer hereunder; provided, however, that those Events of Default scheduled in Section 4.03(b)(vi) will have the cure rights stated in that section:

- (a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;
- (b) the failure of 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 has a material adverse effect on Developer's ability to perform its obligations under this Agreement;

(c) the making or furnishing by 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 by Developer to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens or any Permitted Mortgage, 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 Developer or Developer's ultimate parent entity, if any, or for the liquidation or reorganization of Developer or Developer's ultimate parent entity, if any, or alleging that Developer or Developer's ultimate parent entity, if any, is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's or Developer's ultimate parent entity's (if any) 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 Developer or Developer's ultimate parent entity; provided, however, that if such commencement of proceedings is involuntary, such action will 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 Developer or Developer's ultimate parent entity, if any, for any substantial part of Developer's or Developer's ultimate parent entity's (if any) assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer or Developer's ultimate parent entity, (if any); provided, however, that if such appointment or commencement of proceedings is involuntary, such action will 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 Developer for an amount in excess of \$1.0 million which remains unsatisfied or undischarged and in effect for 60 days after such entry without a stay of enforcement or execution, and which has a material adverse effect on Developer's ability to perform its obligations under this Agreement;

(h) the occurrence of an event of default under the Lender Financing, if any, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or Developer's ultimate parent entity (if any) or the death of any natural person who owns a material interest in Developer or Developer's ultimate parent entity (if any); or

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

For purposes of Sections 15.01(i) and 15.01(j) hereof, a natural person with a material interest in Developer is one owning in excess of thirty-three percent (33%) of Developer's or Developer's ultimate parent entity (if any) issued and outstanding ownership shares or interests (if any).

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

15.03 **Curative Period.**

(a) In the event Developer fails to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless Developer has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event Developer fails to perform a non-monetary covenant which Developer is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless Developer has failed to cure such default 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 non-monetary defaults which are not capable of being cured within such 30 day period, Developer will not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIXTEEN: MORTGAGING OF THE PROJECT

16.01 **Mortgaging of the Project.** Any and all mortgages or deeds of trust in place as of the date hereof with respect to the Property or Project or any portion thereof are listed on Exhibit H hereto (including but not limited to mortgages made prior to or on the date hereof in

connection with Lender Financing, if any) and are referred to herein as the "**Existing Mortgages.**" Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "**New Mortgage.**" Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof with the prior written consent of the City is referred to herein as a "**Permitted Mortgage.**" It is hereby agreed by and between the City and Developer as follows:

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

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

(c) Prior to the issuance by the City to Developer of a Certificate under Article Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of DPD. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

ARTICLE SEVENTEEN: NOTICES

17.01 **Notices.** All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (C) be given at the following respective addresses:

- If to the City: City of Chicago
Department of Planning and Development
Attn: Commissioner
121 North LaSalle Street, Room 1000
Chicago, IL 60602
312/744-4190 (Main No.)
312/744-2271 (Fax)
- With Copies To: City of Chicago
Corporation Counsel
Attn: Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602
312/744-0200 (Main No.)
312/744-8538 (Fax)
- If to Developer: Loyola University of Chicago
Water Tower Campus
820 N. Michigan Avenue
Chicago, Illinois 60611
Attn: Wayne Magdziarz
312/915-6402 (Main No.)
312/508-7335 (Fax)
- With Copies To: Richard F. Klawiter, Esq.
DLA Piper Rudnick Gray Cary US LLP
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601
312/368-7243 (Direct No.)
312/630-7337 (Fax)

at such other address or telecopier/fax or telephone number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this

section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 **Developer Requests for City or DPD Approval.** Any request under this Agreement for City or DPD approval submitted by Developer will comply with the following requirements:

- (a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);
- (b) expressly state the particular document and section thereof relied on by Developer to request City or DPD approval;
- (c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or DPD;
- (d) if applicable, state the outside date for the City's or DPD's response; and
- (e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

ARTICLE EIGHTEEN: ADDITIONAL PROVISIONS

18.01 **Amendments.** This Agreement and the Schedules and Exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties; provided, however, that the City in its sole discretion, may amend, modify or supplement the Redevelopment Plan, which is Exhibit C hereto. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plan as in effect on the date of this Agreement. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Property, the Loyola Station Property, the Project, or any of them, or increases any time agreed for performance by the Developer by more than 120 days.

18.02 **Complete Agreement, Construction, Modification.** This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or

contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter. This Agreement and the Schedules and Exhibits attached hereto may not be contradicted by evidence of prior, contemporaneous, or subsequent verbal agreements of the parties. There are no unwritten verbal agreements between the parties.

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

18.04 **Further Assurances.** 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, and to accomplish the transactions contemplated in this Agreement.

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

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

18.07 **Parties in Interest/No Third Party Beneficiaries.** The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Developer, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

18.08 **Titles and Headings.** The Article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 **Counterpart Facsimile Execution.** For purposes of executing this Agreement, a document signed and transmitted by facsimile machine will be treated as an original document. The signature of any party thereon will be considered as an original signature, and the document transmitted will be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document will be re-executed by other parties in original form. No party hereto may raise the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section. This section does not supersede the requirements of Article Seventeen: Notices.

18.11 **Severability.** If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.12 **Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.13 **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

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

18.15 **Assignment.** Prior to the issuance by the City to Developer of a Certificate, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that Developer may assign, on a collateral basis, the right to receive City Funds under this Agreement to a lender providing Lender Financing, if any, which has been identified to the City as of the Closing Date. Any

successor in interest to Developer under this Agreement will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.16 (Real Estate Provisions) and Section 8.26 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 **Binding Effect.** This Agreement is binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 **Force Majeure.** Neither the City nor Developer nor any successor in interest to either of them will 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, war, acts of terrorism, strike, shortage of material, power interruptions or blackouts, fuel shortages or rationing, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay will, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 **Exhibits and Schedules.** All of the exhibits and schedules to this Agreement are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.19 **Business Economic Support Act.** Under the Business Economic Support Act (30 ILCS 760/1 et seq. (2004 State Bar Edition), as amended), if Developer is required to provide notice under the WARN Act, Developer will, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and Minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 **Approval.** Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing

and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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

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

18.23 **Survival of Agreements.** Except as otherwise contemplated by this Agreement, all covenants and agreements of the parties contained in this Agreement will survive the Closing Date.

18.24 **Equitable Relief.** In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

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

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

[The remainder of this page is intentionally left
blank and the signature page follows]

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

LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation

By: Wayne MacDiarmid

Printed Name: WAYNE MACDIARMID

Title: VICE PRESIDENT FOR CAPITAL PLANNING

CITY OF CHICAGO

By:

Commissioner,
Department of Planning and Development

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

LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit corporation

By: _____

Printed Name: _____

Title: _____

CITY OF CHICAGO

By: Paul J. Healey

 _____
Commissioner,
Department of Planning and Development

STATE OF IL)
) SS
COUNTY OF Cook)

I, Wendy Motsinger, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Magdziarz, personally known to me to be the Vice-President Capital Planning of Loyola University of Chicago, an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Developer, as his free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of August 2006.

Wendy J. Motsinger
Notary Public



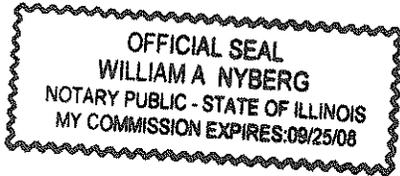
My Commission Expires 2-20-08

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, William A. Nyberg, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as her free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of August, 2006.



William A. Nyberg

Notary Public

My Commission Expires 09/25/08

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

SCHEDULE A

DEFINITIONS

For purposes of this Agreement the following terms shall have the meanings stated forth below:

“Act” has the meaning defined in Recital B.

“Actual Residents of the City” has the meaning defined for such phrase in Section 10.02(c).

“Affiliate” when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

“Agreement” has the meaning defined in the Agreement preamble.

“Available Incremental Taxes” means an amount equal to 95% of the Incremental Taxes (as defined below) deposited after the March 31, 2004 approval date for the TIF Ordinances in the Devon/Sheridan Redevelopment Project Area Special Tax Allocation Fund (as defined below), using the year 2002 as a base year for equalized assessed valuation, attributable to the taxes levied on the real property with the following property index numbers (PINs) only, and no other real property within the Redevelopment Area, which PINS correspond to the Loyola Station Property:

11-32-319-006-0000	11-32-319-014-0000
11-32-319-008-0000	11-32-319-015-0000
11-32-319-009-0000	11-32-319-016-0000
11-32-319-010-0000	11-32-319-019-0000
11-32-319-011-0000	11-32-319-020-0000
11-32-319-012-0000	11-32-331-030-0000

11-32-319-013-0000	11-32-331-031-0000
11-32-331-033-0000	11-32-321-003-0000
11-32-321-030-0000	11-32-321-004-0000
11-32-321-029-0000	11-32-321-005-0000
11-32-321-002-0000	11-32-321-006-0000
11-32-402-004-0000	11-32-321-007-0000
11-32-319-007-0000	

"Bonds" has the meaning defined in Section 8.05.

"Bundle" has the meaning defined in Section 8.25.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the State.

"Certificate" means the Certificate of Completion of Construction for the Project as a whole described in Section 7.01 and also referenced in Section 4.03(b)(iii).

"Change Order" means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Section 3.04.

"City" has the meaning defined in the Agreement preamble.

"City Contract" has the meaning defined in Section 8.01(l).

"City Council" means the City Council of the City of Chicago as defined in Recital C.

"City Funds" means the funds described in Section 4.03(a).

"City Group Member" has the meaning defined in Section 8.10.

"City Requirements" has the meaning defined in Section 3.07.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto.

"Construction Contract" means that certain contract substantially in the form of Exhibit E, to be entered into between the Developer and the General Contractor (as defined below) providing for construction of, among other things, the TIF-Funded Improvements. The parties to this Agreement agree that the Construction Contract may be provided after Closing.

"Construction Program" has the meaning defined in Section 10.03(a).

"Contractor" has the meaning defined in Section 8.25.

"Corporation Counsel" means the City's Office of Corporation Counsel.

"Cure Years"; **"Cure Year #1"** and **"Cure Year #2"**; have the meanings defined in Section 4.03(b)(vi).

"Developer" has the meaning defined in the Agreement preamble.

"Developer Funds" means funds of Developer (other than funds derived from Lender Financing (as defined below)) irrevocably available for the Project, in the amount stated in Section 4.01 hereof, which amount may be increased under Section 4.05 (Cost Overruns).

"Devon/Sheridan Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes (as defined below) will be deposited.

"Domestic Partners" has the meaning defined in Section 8.25.

"DPD" has the meaning defined in the Agreement preamble.

"Employer(s)" has the meaning defined in Section 10.01.

"Environmental Laws" means any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago (as defined below), and including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560.

"Event of Default" has the meaning defined in Section 15.01.

"Existing Mortgages" has the meaning defined in Section 16.01.

"Financial Statements" means the financial statements regularly prepared by Developer, in accordance with generally accepted accounting principles and practices for not-for-profit entities consistently applied throughout the appropriate periods.

"General Contractor" means the general contractor(s) hired by Developer under Section 6.01.

"Governmental Charge" has the meaning defined in Section 8.18(a)(i).

"Hazardous Materials" means 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.

"Human Rights Ordinance" has the meaning defined in Section 10.01(a).

"Incremental Taxes" means such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to, and when collected are paid to, the Treasurer of the City for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the Devon/Sheridan Redevelopment Project Area Special Tax Allocation Fund.

"Indemnitee" and **"Indemnitees"** have the respective meanings defined in Section 13.01.

"Labor Department" has the meaning defined in Section 8.08.

"Lake Shore Campus" has the meaning defined in Recital D.

"Landscape Ordinance" has the meaning defined in Section 3.14.

"Lender Financing" means funds borrowed by Developer, if any, from lenders and available to pay for costs of the Project.

"Loyola Station Project" has the meaning defined in Recital D.

"Loyola Station Property" has the meaning defined in Recital D.

"Mayor" has the meaning defined in Section 8.25.

"MBE(s)" has the meaning defined in Section 10.03(b).

"**MBE/WBE Program**" has the meaning defined in Section 10.03(a).

"**Milestone 1**" and "**Milestone 2**" are defined in Section 3.01 and Exhibit D-1.

"**Minimum Assessed Value**" has the meaning defined in Section 8.16(c)(i).

"**Minority-Owned Business**" has the meaning defined in Section 10.03(b).

"**Mundelein Center**" has the meaning defined in Recital D.

"**Municipal Code**" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"**New Mortgage**" has the meaning defined in Section 16.01.

"**Non-Compliant Years**"; "**Non-Compliant Year #1**" and "**Non-Compliant Year #2**"; have the meanings stated in Section 4.03(b)(vi).

"**Non-Governmental Charges**" means all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"**Other Contract**" has the meaning defined in Section 8.25.

"**Owners**" has the meaning defined in Section 8.25.

"**PD 34**" has the meaning defined in Recital D.

"**Permitted Liens**" means those liens and encumbrances against the Property and/or the Project stated in Exhibit H.

"**Permitted Mortgage**" has the meaning defined in Section 16.01.

"**Plans and Specifications**" means final construction documents containing a site plan and working drawings and specifications for the Project.

"**Political fundraising committee**" has the meaning defined in Section 8.25.

"**Prior Expenditure(s)**" has the meaning defined in Section 4.04.

"**Procurement Program**" has the meaning defined in Section 10.03(a).

"**Project**" has the meaning defined in Recital D.

"Project Budget" means the budget stated in Exhibit D-1, showing the total cost of the Project by line item, as furnished by Developer to DPD, in accordance with Section 3.03.

"Property" has the meaning defined in Recital D.

"Public Benefits Program" has the meaning defined in Section 8.20.

"Redevelopment Area" means the redevelopment project area as legally described in Exhibit A.

"Redevelopment Plan" has the meaning defined in Recital E.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget stated in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Reimbursement Amount" has the meaning defined in Section 4.03(b)(i).

"Requisition Form" has the meaning defined in Section 4.03(b)(iv).

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"State" means the State of Illinois as defined in Recital A.

"Sub-owners" has the meaning defined in Section 8.25.

"Survey" means an urban plat of survey in the most recently revised form of ALTA/ACSM land title survey reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 2028, being the end date for tax collections applicable to the 23rd year from the date of the Devon/Sheridan TIF Ordinances.

"TIF Adoption Ordinance" has the meaning stated in Recital C.

"TIF Bonds" has the meaning defined for such term in Recital F.

"**TIF Bond Ordinance**" has the meaning stated in Recital F.

"**TIF Bond Proceeds**" has the meaning stated in Recital F.

"**TIF Ordinances**" has the meaning stated in Recital C.

"**TIF-Funded Improvements**" means those improvements of the Project which: (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, and (iv) are stated in Exhibit E.

"**Title Company**" means Ticor Title Insurance Company.

"**Title Policy**" means a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"**Under Assessment Complaint**" has the meaning set forth in Section 8.18(c)(iv).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"**WBE(s)**" has the meaning defined in Section 10.03(b).

"**Women-Owned Business**" has the meaning defined in Section 10.03(b).

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

SCHEDULE B

ARTICLE TWELVE: INSURANCE REQUIREMENTS

12.01 **Insurance.** Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to Execution and Delivery of this Agreement

(i) Workers' Compensation and Employers Liability Insurance

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

(ii) Commercial General Liability Insurance (Primary and Umbrella)

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

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

(i) Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service

under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(ii) Commercial General Liability Insurance (Primary and Umbrella)

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

(iii) Automobile Liability Insurance (Primary and Umbrella)

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

(iv) Railroad Protective Liability Insurance

When any work is to be done adjacent to or on railroad or rail transit property or within 50 feet of railroad or rail transit property, contractor must provide, or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk Builders Risk Insurance

When the contractor undertakes any construction, including improvements, betterments, and/or repairs, Developer must cause each contractor to provide, or cause to be provided All Risk Blanket Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: collapse, boiler and

machinery if applicable, flood including surface water backup. The City will be named as an additional insured and loss payee.

(vi) Professional Liability

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

(vii) Valuable Papers Insurance

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, sub-contractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records, unless comparable insurance and coverages are included under such parties property insurance policies.

(viii) Contractor's Pollution Liability

When any environmental remediation work is performed which may cause a pollution exposure, Developer will cause the party performing such work to maintain contractor's Pollution Liability insurance with limits of not less than \$1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 1 year. The City is to be named as an additional insured on a primary, non-contributory basis.

(c) Other Insurance Required - Reserved.

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of

the full replacement value of the buildings comprising the Project. The City is to be named as an additional insured.

- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the buildings comprising the Project. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City is to be named as an additional insured.

(d) Other Requirements

- (i) Developer will furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer must not be deemed to be a waiver by the City. Non-conforming insurance will not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this Agreement until proper evidence of insurance is provided.
- (ii) The insurance will provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
- (iii) Any and all deductibles or self insured retentions on referenced insurance coverages are borne by Developer.
- (iv) Developer agrees that insurers must waive rights of subrogation against the City, its employees, elected officials, agents, or representatives.

- (v) Developer expressly understands and agrees that any coverages and limits furnished by Developer will in no way limit Developer's liabilities and responsibilities specified within the Agreement documents or by law.
- (vi) Developer expressly understands and agrees that Developer's insurance is primary and any insurance or self insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.
- (vii) The required insurance will not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- (viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverages for the contractor or subcontractors. All contractors and subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.
- (ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.
- (x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

**LOYOLA UNIVERSITY OF CHICAGO
REDEVELOPMENT AGREEMENT
LIST OF SCHEDULES AND EXHIBITS**

Schedules

Schedule A	Definitions
Schedule B	Insurance Requirements

Exhibits

Exhibit A	*Redevelopment Area Legal Description
Exhibit B-1	*Legal Description of the Property
Exhibit B-2	Site Plan for the Project
Exhibit B-3	*Legal Description of the Loyola Station Property
Exhibit B-4	Planned Development No. 34, as amended
Exhibit C	Redevelopment Plan
Exhibit D-1	Project Scope; Project Timeline; Mundelein Center Construction Plan and Phasing; Milestones 1 and 2
Exhibit D-2	*Project Budget
Exhibit D-3	*Construction (MBE/WBE) Budget
Exhibit E	TIF-Funded Improvements
Exhibit F	Construction Contract
Exhibit G	Approved Prior Expenditures
Exhibit H	Permitted Liens
Exhibit I	Opinion of Developer's Counsel
Exhibit J	*Minimum Assessed Value
Exhibit K	Form of Payment and Performance Bond
Exhibit L	Public Benefits Program
Exhibit M	Reserved
Exhibit N	City Funds Requisition Form
Exhibit O	City Form of Subordination Agreement

(An asterisk(*) indicates which exhibits are to be recorded.)

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT A

REDEVELOPMENT AREA LEGAL DESCRIPTION

A legal description of the Redevelopment Area is attached to this exhibit cover sheet.

throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: January 27, 2004.

{(Sub)Exhibit "A" referred to in this Resolution 04-CDC-10 constitutes Exhibit "D" to the ordinance and is printed on page 20596 of this *Journal*.}

Exhibit "C".
(To Ordinance)

Devon/Sheridan Redevelopment Project
Area Legal Description,

All that part of the north half of Section 5 and that part of the east half of the

northeast quarter of Section 6 in Township 40 North, Range 14 East of the Third Principal Meridian and that part of the east half of the southeast quarter of Section 31 and that part of Section 32, in Township 41 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the southeast corner of Lot 12 in Block 1 of Brockhausen and Fischer's First Addition to Edgewater, a subdivision in the east half of the northwest quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, said southeast corner of Lot 13 being also the point of intersection of the west line of North Broadway with the north line of West Rosemont Avenue; thence west along said north line of West Rosemont Avenue to the east line of Lot 25 in said Block 1 of Brockhausen and Fischer's First Addition to Edgewater, said east line of Lot 25 being also the west line of the alley west of North Broadway; thence north along said west line of the alley west of North Broadway to the north line of Lot 34 in said Block 1 of Brockhausen and Fischer's First Addition to Edgewater; thence west along said north line of Lot 34 in Block 1 of Brockhausen and Fischer's First Addition to Edgewater and along the westerly extension thereof to the west line of North Magnolia Avenue; thence north along said west line of North Magnolia Avenue to the north line of Lot 2 in Block 2 of said Brockhausen and Fischer's First Addition to Edgewater; thence west along said north line of Lot 2 in Block 2 of Brockhausen and Fischer's First Addition to Edgewater to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley west of North Magnolia Avenue; thence south along said east line of the alley west of North Magnolia Avenue to the easterly extension of the south line of Lot 35 in said Block 2 of Brockhausen and Fischer's First Addition to Edgewater; thence west along said easterly extension and the south line of Lot 35 in Block 2 of Brockhausen and Fischer's First Addition to Edgewater and along the westerly extension thereof to the west line of North Lakewood Avenue; thence north along said west line of North Lakewood Avenue to the south line of Lot 1 in Block 3 of said Brockhausen and Fischer's First Addition to Edgewater; thence west along said south line of Lot 1 in Block 3 of Brockhausen and Fischer's First Addition to Edgewater to the west line thereof, said west line of Lot 1 being also the east line of the alley west of North Lakewood Avenue; thence continuing west along a straight line to the southeast corner of the parcel of property bearing Permanent Index Number 14-05-105-028 in said Block 3 of Brockhausen and Fischer's First Addition to Edgewater; thence continuing west along the south line of said parcel of property bearing Permanent Index Number 14-05-105-028 in Block 3 of Brockhausen and Fischer's First Addition to Edgewater to the east line of North Wayne Avenue; thence continuing west along a straight line to the southeast corner of Lot 1 in Block 4 of aforesaid Brockhausen and Fischer's First Addition to Edgewater; thence continuing west along the south line of said Lot 1 in Block 4 of aforesaid Brockhausen and Fischer's First Addition to Edgewater and along the westerly extension thereof and along the south line of Lot 36 in

said Block 4 of Brockhausen and Fischer's First Addition to Edgewater to the west line thereof, said west line of Lot 36 being also the east line of North Glenwood Avenue; thence south along said east line of North Glenwood Avenue to the easterly extension of the south line of Lot 2 in Farson's Subdivision of the north 26 rods and 11 feet of the northwest quarter of the northwest quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the south line of Lot 2 in Farson's Subdivision to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley west of North Glenwood Avenue; thence south along said east line of the alley west of North Glenwood Avenue to the easterly extension of the north line of Lot 97 in said Farson's Subdivision, said north line of Lot 97 being also the south line of the alley south of West Devon Avenue; thence west along said easterly extension and the south line of the alley south of West Devon Avenue to the southerly extension of the westerly line of Lot 49 in said Farson's Subdivision, said westerly line of Lot 49 being also the easterly line of the alley east of North Clark Street; thence northerly along said southerly extension and easterly line of the alley east of North Clark Street and along the northerly extension thereof to the north line of West Devon Avenue; thence west along said north line of West Devon Avenue to the easterly line of North Clark Street; thence northerly along said easterly line of North Clark Street to the south line of West Schreiber Avenue; thence east along said south line of West Schreiber Avenue to the east line of Lot 5 in the subdivision of Lot 2 (except the east 308.79 feet thereof) of S. F. Hollensen's First Addition to Rogers Park, a subdivision of Lots 9 to 11, both inclusive, of Seymours' Estate Subdivision of the west half of the southwest quarter of Section 42, Township 41 North, Range 14 East of the Third Principal Meridian together with the north 66 feet of the south 359.6 feet of that part east of North Clark Street of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said east line of Lot 5 being also the west line of the alley east of North Ashland Avenue; thence south along said east line of Lot 5 in the subdivision of Lot 2 (except the east 308.79 feet thereof) of S. F. Hollensen's First Addition to Rogers Park to the north line of Lot 3 in said S. F. Hollensen's First Addition to Rogers Park, said north line of Lot 3 being also the south line of the alley north of West Devon Avenue; thence east along said south line of the alley north of West Devon Avenue and along the easterly extension thereof to the west line of the east 1.5 feet of Lot 10 in said S. F. Hollensen's First Addition to Rogers Park, said west line of the east 1.5 feet of Lot 10 being also the east line of North Bosworth Avenue; thence north along said east line of North Bosworth Avenue to the north line of West Schreiber Avenue; thence east along said north line of West Schreiber Avenue to the northerly extension of the west line of Lot 23 in aforesaid S. F. Hollensen's First Addition to Rogers Park, said west line of Lot 23 being also the east line of the alley west of North Greenview Avenue; thence south along said northerly extension and the east line of the alley west of North Greenview Avenue to the south line of Lot 20 in said S. F. Hollensen's First Addition to Rogers Park;

thence east along said south line of Lot 20 in S. F. Hollensen's First Addition to Rogers Park to the west line of North Greenview Avenue; thence north along said west line of North Greenview Avenue to the westerly extension of the south line of Lot 43 in Sickenger's Subdivision of Lots 7 and 8 in aforesaid Seymours Estate Subdivision, said south line of Lot 43 being also the north line of the alley north of West Devon Avenue; thence east along said westerly extension and the north line of the alley north of West Devon Avenue and along the easterly extension thereof to the east line of North Newgard Avenue; thence south along said east line of North Newgard Avenue to the south line of Lot 15 in said Sickenger's Subdivision; thence east along said south line of Lot 15 in Sickenger's Subdivision and along the easterly extension thereof and along the south line of Lot 10 in said Sickenger's Subdivision to the west line of North Glenwood Avenue; thence north along said west line of North Glenwood Avenue to the westerly extension of the south line of Lot 15 in Block 5 of A. T. Galt's Edgewater Golf Subdivision of the south 30 acres of the east half of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of Lot 15 being also the north line of the alley north of West Devon Avenue; thence east along said westerly extension and the north line of the alley north of West Devon Avenue to the west line of North Magnolia Avenue; thence north along said west line of North Magnolia Avenue to the westerly extension of the south line of the north 18.5 feet of Lot 15 in Block 2 of aforesaid A. T. Galt's Edgewater Golf Subdivision; said south line of the north 18.5 feet of Lot 15 being also the north line of the alley north of West Devon Avenue; thence east along said westerly extension and the south line of the north 18.5 feet of Lot 15 in Block 2 of A. T. Galt's Edgewater Golf Subdivision to the east line of said Lot 15, said east line of Lot 15 being also the west line of the alley west of North Sheridan Road; thence north along said west line of the alley west of North Sheridan Road to the south line of West Arthur Avenue; thence west along said south line of West Arthur Avenue to the southerly extension of the east line of the west 33 feet of Lot 8 in Block 1 of aforesaid A. T. Galt's Edgewater Golf Subdivision; thence north along said southerly extension and the east line of the west 33 feet of Lot 8 in Block 1 of A. T. Galt's Edgewater Golf Subdivision to the north line of said Lot 8, said north line of Lot 8 being also the south line of the alley north of West Arthur Avenue; thence west along said south line of the alley north of West Arthur Avenue to the southerly extension of the west line of Lot 8 in Block 10 of North Shore Boulevard Subdivision, a subdivision of the east half of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said southerly extension and the west line of Lot 8 in Block 10 of North Shore Boulevard Subdivision and along the northerly extension thereof to the north line of West Loyola Avenue; thence east along said north line of West Loyola Avenue to the east line of the west half of Lot 7 in Block 8 of said North Shore Boulevard Subdivision; thence north along said east line of the west half of Lot 7 in Block 8 of North Shore Boulevard Subdivision and along the northerly

extension thereof to the south line of Lot 3 in said Block 8 of North Shore Boulevard Subdivision, said south line of Lot 3 being also the north line of the alley north of West Loyola Avenue; thence east along said south line of Lot 3 in Block 8 of North Shore Boulevard Subdivision to the east line thereof, said east line of Lot 3 being also the west line of a public alley; thence north along said east line of Lot 3 in Block 8 of North Shore Boulevard Subdivision to the northeasterly line of said Lot 3, said northeasterly line of Lot 3 being also the southwesterly line of a public alley lying northeasterly of and adjoining Lots 1, 2 and 3 in said Block 8 of North Shore Boulevard Subdivision; thence northwesterly along said southwesterly line of a public alley lying northeasterly of and adjoining Lots 1, 2 and 3 in Block 8 of North Shore Boulevard Subdivision to the south line of West Albion Avenue; thence west along said south line of West Albion Avenue to the southerly extension of the east line of Lot 15 in Block 6 of aforesaid North Shore Boulevard Subdivision, said east line of Lot 15 being also the west line of North Lakewood Avenue; thence north along said southerly extension and the east line of Lot 15 in Block 6 of North Shore Boulevard Subdivision to the northeasterly line thereof, said northeasterly line of Lot 15 being also the southwesterly line of a public alley; thence northwesterly along said northeasterly line of Lot 15 and along the northeasterly line of Lot 14 in said Block 6 of aforesaid North Shore Boulevard Subdivision and along the northwesterly extension thereof to the south line of Lot 2 in said Block 6 of North Shore Boulevard Subdivision, said south line of Lot 2 being also the north line of the alley north of West Albion Avenue; thence east along said south line of Lot 2 in Block 6 of North Shore Boulevard Subdivision to the westerly line of the joint railroad right-of-way bearing Permanent Index Number 11-32-500-004; thence northerly along said westerly line of the joint railroad right-of-way bearing Permanent Index Number 11-32-500-004 to the west line of the east half of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of the east half of the southwest quarter of Section 32 being also the centerline of North Glenwood Avenue; thence north along said west line of the east half of the southwest quarter of Section 32 to the north line of said east half of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of the east half of the southwest quarter of Section 32 being also the centerline of West Pratt Boulevard; thence east along said north line of the east half of the southwest quarter of Section 32 to the easterly line of the joint railroad right-of-way bearing Permanent Index Number 11-32-500-004; thence southerly along said easterly line of the joint railroad right-of-way bearing Permanent Index Number 11-32-500-004 to the west line of North Lakewood Avenue; thence east along a straight line to the southwest corner of Lot 15 in Block 5 of aforesaid North Shore Boulevard Subdivision; thence southeasterly along the southwesterly line of said Lot 15 in Block 5 of North Shore Boulevard

Subdivision and along the southwesterly line of Lot 14 in said Block 5 of North Shore Boulevard Subdivision to the south line of said Lot 14, said south line of Lot 14 being also the north line of West Albion Avenue; thence east along said north line of West Albion Avenue to the east line of Lot 7 in Block 5 of aforesaid North Shore Boulevard Subdivision, said east line of Lot 7 being also the west line of the alley west of Sheridan Road; thence north along said west line of the alley west of Sheridan Road to the north line of Lot 7 in Block 1 of aforesaid North Shore Boulevard Subdivision, said north line of Lot 7 being also the south line of the alley south of West Pratt Boulevard; thence west along said south line of the alley south of West Pratt Boulevard to the southerly extension of the west line of Lot 21 in said Block 1 of North Shore Boulevard Subdivision; thence north along said southerly extension and the west line of said Lot 21 in Block 1 of North Shore Boulevard Subdivision and along the northerly extension thereof to the north line of West Pratt Boulevard; thence east along said north line of West Pratt Boulevard to the east line of Lot 8 in Block 6 in L. E. Ingall's Subdivision of Blocks 5 and 6 of the Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said east line of Lot 8 being also the west line of the alley west of North Sheridan Road; thence north along said west line of the alley west of North Sheridan Road to the westerly extension of the southerly line of Lot 1 in said Block 6 of L. E. Ingall's Subdivision; thence easterly along said westerly extension and the southerly line of Lot 1 in Block 6 of L. E. Ingall's Subdivision and along the easterly extension thereof to the easterly line of North Sheridan Road; thence southerly along said easterly line of North Sheridan Road to the south line of Lot 3 in William Devine's Subdivision of Lot 2 in Block 7 of aforesaid Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 3 in William Devine's Subdivision and along the easterly extension thereof to the westerly line of Lot 4 in said William Devine's Subdivision, said westerly line of Lot 4 being also the easterly line of the alley east of North Sheridan Road; thence southerly along said easterly line of the alley east of North Sheridan Road and along the southerly extension thereof to the south line of West Pratt Boulevard; thence west along said south line of West Pratt Boulevard to the west line of Lot 17 in Block 1 of Herdien, Hofflund and Carson's North Shore Addition to Chicago, a subdivision of Lots 1, 2 and the north 66 feet of Lot 3 of Cape Hayes' Subdivision of the southeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of Lot 17 being also the east line of the alley east of North Sheridan Road; thence south along said east line of the alley east of North Sheridan Road to the northerly most south line of Lot 4 in Oliver M. Carson's Lake Shore Subdivision of Lot 3 (except the north 66 feet thereof) in aforesaid

Cape Hayes' Subdivision; thence east along said northerly most south line of Lot 4 in Oliver M. Carson's Lake Shore Subdivision to the easterly most west line of said Lot 4, said easterly most west line of Lot 4 being also the east line of the alley east of North Sheridan Road; thence south along said east line of the alley east of North Sheridan Road to the south line of West Albion Avenue; thence west along said south line of West Albion Avenue to the east line of North Sheridan Road; thence south along said east line of North Sheridan Road to the northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence southerly along said northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad to the north line of Lot 9 in aforesaid Cape Hayes' Subdivision; thence east along said north line of Lot 9 in aforesaid Cape Hayes' Subdivision and along the north line of Linn's North Edgewater Addition to Chicago, a subdivision of Lot 9 (except the west 765.93 feet thereof) of aforesaid Cape Hayes' Subdivision to the east line of Lot 10 in said Linn's North Edgewater Addition to Chicago, said east line of Lot 10 being also the westerly shore line of Lake Michigan; thence southerly along said westerly shore line of Lake Michigan to the north line of Lot 1 in Block 1 of Cochran's Second Addition to Edgewater in the east fractional half of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, said north line of Lot 1 being also the south line of West Sheridan Road; thence west along said south line of West Sheridan Road to the east line of North Sheridan Road; thence south along said east line of North Sheridan Road to the easterly extension of the south line of Lot 6 in Block 2 of said Cochran's Second Addition to Edgewater; thence west along said easterly extension and the south line of Lot 6 in Block 2 of Cochran's Second Addition to Edgewater and along the westerly extension thereof to the east line of Lots 18 and 19 in said Block 2 of Cochran's Second Addition to Edgewater, said east line of Lots 18 and 19 being also the west line of the alley east of North Kenmore Avenue; thence north along said west line of the alley east of North Kenmore Avenue to the south line of West Sheridan Road; thence west along said south line of West Sheridan Road to the west line of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad; thence south along said west line of the right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad to the easterly extension of the north line of Lot 22 in Block 4 of Cochran's Second Addition to Edgewater in the east half of fractional Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, said north line of Lot 22 being the south line of the alley south of West Sheridan Road; thence west along said easterly extension and the north line of Lot 22 in Block 4 of Cochran's Second Addition to Edgewater to the east line of Lot 23 in said Block 4 of Cochran's Second Addition to Edgewater, said east line of Lot 23 being also the west line of the alley east of North Broadway; thence north along said west line of the alley east of North Broadway to the north line of Lot 24 in said Block 4 of Cochran's Second Addition to Edgewater; thence west

along said north line of Lot 24 in Block 4 of Cochran's Second Addition to Edgewater to the west line of said Lot 24, said west line of Lot 24 being also the east line of North Broadway; thence south along said east line of North Broadway to the easterly extension of the south line of Lot 12 in Block 1 of Brockhausen and Fischer's First Addition to Edgewater, a subdivision in the east half of the northwest quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, said south line of Lot 12 being also the north line of West Rosemont Avenue; thence west along said easterly extension of the south line of Lot 12 in Block 1 of Brockhausen and Fischer's First Addition to Edgewater to the point of beginning at the west line of North Broadway, all in the City of Chicago, Cook County, Illinois.

Exhibit "D".

(To Ordinance)

Street Location Of The Area.

Project Name: Devon/Sheridan T.I.F. District

Ward: 40th Ward -- Alderman Patrick O'Connor

49th Ward -- Alderman Joe Moore

Property: The Devon/Sheridan Redevelopment Project Area study area is roughly bounded by the east and west sides of North Sheridan Road roughly from West Devon Avenue on the south to West Pratt Boulevard on the north; also including the west side of North Broadway from West Devon Avenue to West Rosemont Avenue; and the north and south sides of West Devon Avenue from North Clark Street on the west to the C.T.A. Red Line "L" tracks on the east, including the north side of West Sheridan Road from the C.T.A. Red Line "L" tracks on the west to Lake Michigan on the east. The area spans approximately 69.7 acres.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT B-1

LEGAL DESCRIPTION OF THE PROPERTY

A legal description of the Property is attached to this exhibit cover sheet.

LEGAL DESCRIPTION OF THE PROPERTY

1131 W. Sheridan (Root Photography Building):

LOTS 27 AND 28 IN BLOCK 4 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET THEREOF AND THE RIGHT OF WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR ROAD IN COOK COUNTY, ILLINOIS

Flanner Hall (1068 West Sheridan)

THAT PART OF LOT 9 (EXCEPT THE SOUTH 33.00 FEET THEREOF) IN CAPE HAYES, BEING A SUBDIVISION OF THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 562.00 FEET (AS MEASURED PERPENDICULARLY) AND LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 AFORESAID; THENCE SOUTH 89 DEGREES 20 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 734.67 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE NORTH 0 DEGREES 39 MINUTES 28 SECONDS EAST, 123.85 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 32 SECONDS WEST, 5.05 FEET; THENCE NORTH 0 DEGREES 39 MINUTES 28 SECONDS EAST, 25.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST, 20.14 FEET; THENCE NORTH 0 DEGREES 38 MINUTES 19 SECONDS EAST, 144.45 FEET TO A POINT ON THE NORTH LINE OF LOT 9 AFORESAID, SAID POINT BEING THE NORTHERLY TERMINUS OF THE HEREIN DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

Mundelein Center (Skyscraper - 1020 W. Sheridan):

LOTS 4, 5, 6, 7 AND THE WEST 10 FEET OF LOT 8 IN LINN'S NORTH EDGEWATER ADDITION TO CHICAGO, A SUBDIVISION OF LOT 9 (EXCEPT THE WEST 765.93 FEET THEREOF) IN CAPE HAYES BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Coffey Hall/Piper Hall (1000 W. Sheridan):

THE EAST 50 FEET OF LOT 8 AND ALL OF LOT 9 AND THAT PART OF LOT 10 AND OF THE PREMISES LYING EAST OF AND ADJOINING SAID LOT 10 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 10 ON THE NORTH LINE OF DEVON AVENUE RUNNING THENCE EAST ALONG SAID NORTH LINE OF DEVON AVENUE EXTENDED TO A POINT 276.5 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 10, RUNNING THENCE NORTHWESTERLY TO A POINT IN THE NORTH LINE OF SAID LOT 10, 140.5 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 10; RUNNING THENCE WEST TO SAID NORTH WEST CORNER OF SAID LOT 10; THENCE RUNNING SOUTH ALONG THE WEST LINE OF SAID LOT 10 TO THE SOUTH WEST CORNER OF SAID LOT 10, BEING THE POINT OF BEGINNING, ALL IN LINN'S NORTH EDGEWATER ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT 9 (EXCEPT THE WEST 765.93 FEET THEREOF) IN CAPE HAYES BEING A SUBDIVISION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND ALL RIPARIAN RIGHTS AND APPURTENANCES PERTAINING THERETO

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

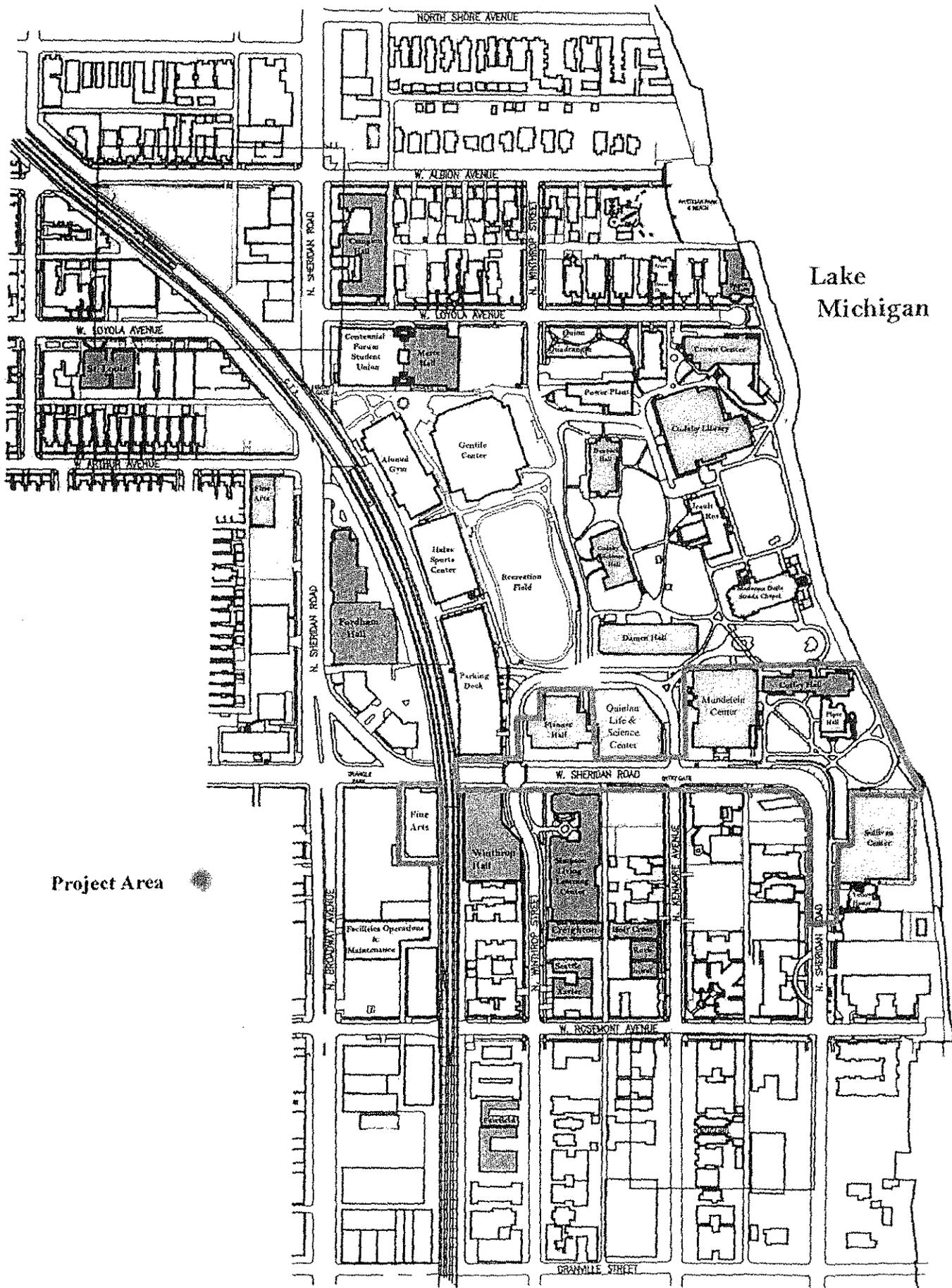
LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT B-2

SITE PLAN FOR THE PROJECT

A site plan for the Project is attached to this exhibit cover sheet.



Lake Michigan

Project Area

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT B-3

LEGAL DESCRIPTION OF THE LOYOLA STATION PROPERTY

A legal description of the Loyola Station Property is attached to this exhibit cover sheet.

LEGAL DESCRIPTION OF THE LOYOLA STATION PROPERTY

Loyola Station – Phase I (South Parcel)

LOTS 1, 2, 3, 4, 5 AND THE NORTH 21 FEET OF LOT 6 IN BLOCK 2 IN A. T. GALT'S EDGEWATER GOLF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Loyola Station – Phase II (South Central Parcel)

LOTS 1 TO 8 (EXCEPT THE WEST 33 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR STREET BY JUDGMENTS ENTERED DECEMBER 10, 1915 AND JANUARY 28, 1916 IN CASE NO. 34881, COUNTY COURT), TOGETHER WITH THE NORTH-SOUTH VACATED 16 FOOT WIDE ALLEY (AS VACATED BY ORDINANCE RECORDED MAY 22, 1987 AS DOCUMENT NO. 87277735) LYING WEST OF AND ADJOINING LOTS 1 TO 5, EAST OF AND ADJOINING LOT 6, SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 6, AND NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 TO THE SOUTHEAST CORNER OF LOT 6, ALL IN BLOCK 1 IN A. T. GALT'S EDGEWATER GOLF SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Loyola Station – Phase III (Loyola Avenue South)

LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 10 IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Loyola Station – Phase IV (Loyola Avenue North)

THE EAST 1/2 OF LOT 7 AND ALL OF LOTS 8 AND 9 IN BLOCK 8 IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Loyola Station – Phase V (Triangle Parcel)

LOTS 1, 2, 3, 4, 5, 6, 7 AND THE NORTH 9.75 FEET OF LOT 8 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 70 FEET OF LOTS 9, 10, 11, 12 AND 13 AND THE NORTH 70 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOT 14 IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 15 AND THAT PART OF LOTS 9, 10, 11, 12, 13 AND 14 LYING SOUTH OF THE NORTH 70 FEET OF SAID LOTS, IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. NOTE: PARCEL 3 (A) IS SPECIFICALLY INCLUSIVE OF THOSE PARTS OF LOTS 9, 10, 11, 12, 13 AND 14 WHICH WERE: (I) DEDICATED FOR ALLEY BY PLAT RECORDED JUNE 11, 1915 AS DOCUMENT NO. 5651685 AND SUBSEQUENTLY

VACATED BY ORDINANCE RECORDED AUGUST 18, 1921 AS DOCUMENT NO. 7239212; AND (II) DEDICATED FOR ALLEY BY PLAT RECORDED AUGUST 18, 1921 AS DOCUMENT NO. 7239211 AND SUBSEQUENTLY VACATED BY ORDINANCE RECORDED MAY 22, 1987 AS DOCUMENT NO. 87277735.

ALL OF THE EAST AND WEST PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 12, BOTH INCLUSIVE, AND NORTH AND NORTHWESTERLY OF AND ADJOINING THE NORTH AND NORTHWESTERLY LINE OF LOT 15, AS VACATED BY ORDINANCE RECORDED JUNE 11, 1915 AS DOCUMENT NO. 5651686, IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN THE NORTH SHORE BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 8 (EXCEPT NORTH 9.75 FEET THEREOF) IN HORACE A. GOODRICH'S SUBDIVISION OF BLOCK 9 IN NORTH SHORE BOULEVARD SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SOUTH 30 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

Loyola Station – Phase VI (6601 N. Sheridan Road)

THAT PART OF LOTS 9 AND 10 IN BLOCK 2 IN OWNERS SUBDIVISION OF LOTS 4, 5, 6 AND 7 OF CAPE HAYES BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH ALONG THE EAST LINE OF SHERIDAN ROAD AS NOW LOCATED 100 FEET TO A POINT; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID LOT 10 TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 9 AND 10 TO THE SOUTH LINE OF SAID LOT 10; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 10 TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT B-4

PLANNED DEVELOPMENT NO. 34, AS AMENDED

A true and correct copy of Planned Development No. 34, as amended, as in effect at the Closing Date is attached to this exhibit cover sheet.



City of Chicago
Richard M. Daley, Mayor

Department of Planning
and Development

Alicia Mazur Berg
Commissioner

121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (FAX)

<http://www.cityofchicago.org>

November 7, 2002

Mr. Philip Kosiba
Loyola University Chicago
6525 North Sheridan Road
Chicago, IL 60626

RE: Request for a minor change to Institutional Planned
Development No. 34 (Loyola University)

Dear Mr. Kosiba:

Please be advised that your request for a minor change to Institutional Planned Development No.34 on behalf of Loyola University Chicago has been considered by the Department of Planning and Development pursuant to Section 11.11-3(c) of Chicago Zoning Ordinance and Statement No. 13 of the Planned Development.

Specifically, you requested that the required setback of 30 feet from West Sheridan Road for the site of the proposed Science Facility be reduced to 21 feet to accommodate a curved wall of the ground floor auditorium.

This modification would maintain a 21 foot landscaped area between the sidewalk and the curved wall of the auditorium. The portions of the five-story building above this portion of the auditorium would be setback the minimum of 30 feet from the property line.

Accordingly, pursuant to the authority granted by the Chicago Zoning Ordinance, I hereby approve the requested minor change, but no other changes to this planned development. A revised Future Building Site II, Generalized Site Plan, dated August 26, 2002, is made part of this approval.

Very truly yours,

Alicia Mazur Berg
Commissioner

CC: Jack Swenson , Ed Kus , Philip Levin, Michael Marmo





October 3, 2003

City of Chicago
Richard M. Daley, Mayor

Department of Planning
and Development

Alicia Mazur Berg
Commissioner

121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (FAX)

<http://www.cityofchicago.org>

Mr. Edward D. Williams, AIA
Solomon Cordwell Buenz & Associates, Inc.
625 North Michigan Avenue
Chicago, IL 60611

RE: Request for Site Plan Approval for property located at 6340 N.
Winthrop Avenue within Subarea B of Institutional Planned
Development No. 34

Dear Ed:

We have reviewed the Site Plan, Landscape Plan, and Building Elevation Plans dated August 22, 2003 prepared by Solomon Cordwell Buenz & Associates, Inc. submitted by you for the construction of a seven-story student residence building containing two-hundred and seventeen (217) student bedroom units and two (2) residence staff apartments. These plans are submitted in accordance with Statement No. 10 of Institutional Planned Development No. 34, as amended.

Upon review of the material submitted, the Department of Planning and Development has determined that these plans are consistent with and satisfy the requirements of the Plan of Development. Accordingly, this Site Plan submittal for Institutional Planned Development No. 34, as amended, for the construction of a seven-story student residence building containing two-hundred and seventeen (217) student bedroom units and two (2) residence staff apartments, is hereby approved as conforming to the Plan of Development as amended and passed by the Chicago City Council on February 26, 1997.

Very truly yours,

Alicia Mazur Berg
Commissioner

cc. Ed Kus
Jack Swenson
Philip Levin
Tim Bleuher
Michael Marmo





City of Chicago
Richard M. Daley, Mayor

Department of Planning
and Development

Alicia Mazur Berg
Commissioner

121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (FAX)

<http://www.cityofchicago.org>

April 3, 2003

Mr. Edward D. Williams
Solomon Cordwell, Buenz & Associates Inc.
625 North Michigan Avenue
Chicago, IL 60611

Re: Site Plan Approval for Institutional Planned Development No. 34 - Loyola University
Proposal: The construction of a four-story educational building for Loyola University
Location: The property located at 1050 W. Sheridan Road (Life Science Education and Research Building)

Dear Mr. Williams:

We have reviewed the Site Plan, Landscape Plan, and Building Elevation Plans dated 11/15/02 and prepared by Solomon, Cordwell, Buenz & Associates Inc. submitted by you for the construction of a four-story educational building for Loyola University. These plans are submitted in accordance with Statement No. 10 of Institutional Planned Development No. 34. Administrative relief was granted by this Department on November 7, 2002 allowing for a reduction in the building setback along West Sheridan Road from the required thirty (30) feet to a proposed twenty-one (21) feet.

Upon review of the material submitted, the Department of Planning and Development has determined that these plans are consistent with and satisfy the requirements of the Plan of Development. Accordingly, this Site Plan submittal for Institutional Planned Development No. 34 for the construction of a four-story educational building is hereby approved as conforming to the Plan of Development as amended and passed by the Chicago City Council on February 26, 1997.

Very truly yours,

Alicia Mazur Berg
Commissioner

cc. Jack Swenson, Ed Kus, Philip Levin, Michael Marmo, Tim Bleuher, Brenda McKenzie





City of Chicago
Richard M. Daley, Mayor

Department of Planning
and Development

Alerie B. Jarrett
Commissioner

City Hall, Room 1000
21 North LaSalle Street
Chicago, Illinois 60602
312) 744-4471 (Voice)
312) 744-2578 (TDD)
312) 744-6550 (FAX)

April 28, 1995

Mr. Roger J. Kiley Jr.
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603-3441

Re: Request for a minor change to
Institutional Planned Development
No. 34, As Amended.
Loyola University Lake Shore Campus-
Proposed Multi-Purpose Facility;
Subarea A.

Dear Mr. Kiley:

Please be advised that your request for a minor change to Institutional Planned Development No. 34, as amended, has been considered by the Department of Planning and Development pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance and is hereby approved. Your letter dated April 21, 1995 requested that our department approve the transfer of available floor area and site coverage from Subarea C to Subarea A to allow for the construction of a new multi-purpose facility for Loyola's Lake Shore Campus in Subarea A. Specifically, this request requires the following:

The transfer of 50,000 square feet of allowable site coverage and floor area from Subarea C to Subarea A.

The above change will decrease the allowable Floor Area Ratio in Subarea C by 0.544 and will increase the allowable Floor Area Ratio in Subarea A by 0.057. The revised maximum F.A.R. for Subarea A will be 0.957 and the revised maximum F.A.R. for Subarea C will be 2.456.

The above change will decrease allowable site coverage in Subarea C by 24 percent and will increase allowable site coverage in Subarea A by 2.4 percent. The revised maximum site coverage for Subarea A will be thirty-two (32.4) percent. The revised maximum site coverage for Subarea C will be fifty-six (56) percent.

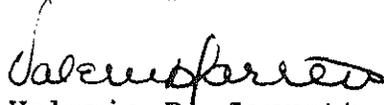


Please note that the above changes do not result in an increase in the overall maximum permitted F.A.R. or maximum permitted percentage of site coverage for the entire Planned Development.

With regard to your request, the Department of Planning and Development has determined that the modification is minor in nature. Please note that no further relief requests will be considered until this Planned Development is amended. We look forward to working with you on a future amendment to this Planned Development.

Pursuant to the authority granted by the Chicago Zoning Ordinance and Planned Development No. 34, as Amended, the Commissioner of the Department of Planning and Development hereby authorizes and approves the foregoing described minor change, but no other changes to Institutional Planned Development No. 34, as Amended.

Sincerely,



Valerie B. Jarrett
Commissioner

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-3 Restricted Retail District symbols and indications as shown on Map Number 12-D in the area bounded by:

East 53rd Street; a line 100 feet west of South Dorchester Avenue; a line 150 feet south of East 53rd Street; and a line 142 feet west of South Dorchester Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 13-H.
(Application Number A-3634)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 13-H in the area bounded by:

a line 82 feet south of West Summerdale Avenue; North Ravenswood Avenue; West Foster Avenue; a line 186 feet east of North Honore Avenue; West Farragut Avenue; and North Ravenswood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Areas Shown On Map Numbers 15-G And 17-G.
(As Amended)
(Application Number 11851)*

*PD 34 AA
LF 335*

Be It Ordained by the City Council of the City of Chicago:

E. 6301 North Kenmore Avenue

(a line 183 feet north of and parallel to the centerline of West Rosemont Avenue; the alley next east of and parallel to North Kenmore Avenue; the centerline of West Rosemont Avenue; the centerline of North Kenmore Avenue to the point of beginning);

F. 6358 North Kenmore Avenue

(West Sheridan Road; North Kenmore Avenue; a line 133 feet south of and parallel to the centerline of West Sheridan Road; the alley next west of and parallel to North Kenmore Avenue to the point of beginning); and

G. 1229, 1235, 1241, 1245 and 1249 West Loyola Avenue

(West Loyola Avenue; a line 400 feet west of and parallel to North Lakewood Avenue; the north line of the alley next south of and parallel to West Loyola Avenue; a line 284.50 feet west of and parallel to North Sheridan Road; the centerline of the alley next south of and parallel to West Loyola Avenue; a line 50 feet east of and parallel to North Lakewood Avenue to the point of beginning),

to those of Institutional Planned Development Number 34 as amended and a corresponding use district is hereby established in the area above described subject to the terms and conditions of the attached Plan of Development.

SECTION 2. That the Chicago Zoning Ordinance be amended by removing from Sub-Area C of Institutional Planned Development Number 34 and changing all of the Institutional Planned Development Number 34 symbols and indications as shown on Map Number 17-G in the area bounded by:

West Albion Avenue; the alley next west of and parallel to North Sheridan Road; a line 90 feet south of and parallel to West Albion Avenue; thence north along the east line of the Chicago Transit Authority right-of-way to the point of beginning,

to those of an R4 General Residence District, and a corresponding district is hereby established in the area above described.

SECTION 3. That the Chicago Zoning Ordinance be amended by removing from Sub-Area C of Institutional Planned Development Number 34 and changing all of the Institutional Planned Development Number 34

the alley next north of and parallel to West Loyola Avenue, if extended; the east line of Lot 1 (approximately 25 feet east of the Lake Michigan shore line revetment); West Loyola Avenue, if extended; thence northwesterly along the steel sheet pile located west of and roughly parallel to the west shore line revetment of Lake Michigan to the point of beginning,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 7. That the Chicago Zoning Ordinance be amended by changing all of the existing Institutional Planned Development Number 34 symbols and indications as shown on Map Numbers 17-G and 15-G to those of Institutional Planned Development Number 34, as amended, subject to the terms and conditions of the attached Plan of Development.

SECTION 8. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance reads as follows:

Institutional Planned Development Number 34, As Amended

Plan Of Development Statements.

LF 335

1. The area delineated herein as Institutional Planned Development Number 34, as amended, (the "Planned Development") consists of approximately one million eight hundred nineteen thousand seventy-six (1,819,076) square feet (approximately forty one and seventy-six one-hundredths (41.76) acres) which is owned by Loyola University of Chicago, a not-for-profit educational institution, and Mundelein College (an Illinois not-for-profit corporation in which Loyola University of Chicago is the sole member).
2. The Applicant or its successors, assignees or grantees shall obtain all federal, state and local approvals and permits necessary, and all other official reviews, approvals and permits required in connection with this Plan of Development. Any dedication or vacation of streets or alleys or easements or any adjustment of City rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its

Full size copies of the Site Plans and Landscape Plan are on file with the Department of Planning and Development. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted anywhere within the boundaries of the Planned Development: university and academic housing (including dormitories, fraternities, sororities, faculty housing and housing for women, religious and clergy), religious programs and places of worship, university offices, university research and laboratories, university recreational buildings, recreational open space, accessory and non-accessory off-street parking (lots and garages), wireless and cellular communications antennae subject to the review and approval of the Department of Planning and Development regarding location and screening, and uses related to all of the foregoing. Alcoholic beverages may be sold or served on a regular basis at all locations for which a liquor license is otherwise issued by the City of Chicago. In addition, alcoholic beverages may be served on an occasional basis at any location within the Planned Development. Notwithstanding any language in the Chicago Zoning Ordinance to the contrary, the Applicant may allow neighborhood residents to use the Applicant's parking lots at the Applicant's discretion when not required by the Applicant. All of the above listed uses shall be permitted in Subarea A, provided, however, that any new construction or conversion of any existing building on West Loyola Avenue for dormitory, fraternity or sorority use shall be subject to approval of the Zoning Board of Appeals under its special use authority. The Board shall not grant a special use unless the proposed dormitory, fraternity or sorority use meets the standards of Section 11.10-4 of the Chicago Zoning Ordinance. Additional permitted uses in Subarea B only shall include any use permitted in the R6 General Residence District, with the exception of hospital and single-room occupancy uses. Additional permitted uses in Subarea C only shall include: along West Loyola Avenue, any use permitted in the B2-3 Restricted Retail District, and for the remainder of Subarea C, any uses permitted in the B4-3 Restricted Service District. Laboratories or research facilities within the Planned Development shall be governed by the performance standards applicable in the M1 Zoning District of the Chicago Zoning Ordinance. Additional permitted uses in Subarea D shall include any use permitted in the C2-3 General Commercial District.
6. Any service drive or other ingress or egress shall be adequately designed and paved to provide ingress and egress for emergency vehicles, shall otherwise be in compliance with the regulations of the

- 2) **Building Character and Scale:** All new structures and new building additions shall be designed to be compatible with the existing buildings on the Loyola University of Chicago campus and adjacent residential areas. Scale, massing, articulation, setbacks, materials, color, texture, lighting, fenestration and other architectural devices shall be used to create a design in character with the architectural heritage of the University and the neighborhood. Exterior walls visible from any public way shall be designed using texture and details of windows, openings, projections, recesses, offsets or other architectural elements. Special attention shall be given to achieve an interesting building design at the pedestrian level through the use of landscape elements, articulation of surface forms and textures, expression of the structural rhythm and architectural detail. Where active uses are located along the periphery, windows and entrances will be encouraged at grade level along the public way. Established circulation and public space patterns at street level will be respected. Existing architectural details, such as cornice height, fenestration rhythms, and building setbacks from surrounding structures shall be recognized in the design of the building.
- 3) **Projections over Right-of-Ways:** Horizontal projections (such as balconies, loggias, or terraces) shall be permitted within required building setbacks. Canopies, awnings, cornices and/or similar projections shall be allowed provided they do not in any way obstruct the public way.
- 4) **Sky bridges** shall be permitted at the locations shown on the Master Site Plan and designed to be as transparent and unobtrusive as possible, and shall be compatible with the architectural style, color and material of Loyola University of Chicago buildings. Sky bridges shall only be permitted after the review and approval of the Department of Planning and Development.
- 5) **Lighting:** Base level lighting shall address a variety of functions. More intense, but directed lighting shall be provided at public entries, drop-

- 4) Curb-cuts: Private roadways, driveways, entrances to off-street parking and loading docks, and all other facilities requiring curb-cuts shall be located to minimize conflicts with on-street traffic and with pedestrian circulation. No curb-cut shall be located within ten (10) feet of any property line or within ten (10) feet of any other curb-cut. All such curb-cuts shall comply with City of Chicago standards.
- 5) Private Roadways: In addition to compliance with Statement 6 hereof, any private roadway shall be designed and configured to provide direct and coherent pathways to public streets.

C. Site Amenities And Landscaping.

- 1) Setbacks: Front and side yard setbacks for major new construction shall conform to the Generalized Site Plans described in Statement 4 hereof. To the maximum extent possible, building setbacks should conform to the pattern of, or architectural arrangement related to, existing structures.
- 2) Landscape Design: All projects submitted to the Department of Planning and Development shall have a Landscape Plan. The Landscape Plan shall continue the planting design traditions established in the central campus, consisting of broad sweeps of lawn, canopy shade trees, ornamental flowering trees and shrubs, and flower beds. In addition, the Landscape Plan shall adhere to the parkway planting provisions of the Chicago Zoning Ordinance and corresponding guidelines and regulations for installation of shade trees along the City parkways.
- 3) Paving Materials: When decorative paving materials are proposed for walkways or roads, they shall be in accordance with the established palette on the Loyola University of Chicago campus. This palette includes stone, brick, concrete pavers, and specialty concrete.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 13.

In the event of an inconsistency between the approved Site Plan and the terms of the statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of the statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (a) the boundaries of the property;
- (b) the footprints of the improvements;
- (c) location and dimensions of all loading berths;
- (d) preliminary landscaping plan, with final landscaping plan to be approved at Part II stage;
- (e) all pedestrian circulation routes;
- (f) preliminary elevations of the improvements; and
- (g) statistical information applicable to the property limited to the following:
 - (i) floor area and floor area ratio;
 - (ii) uses to be established;
 - (iii) building heights; and
 - (iv) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. Factors to be considered by the Commissioner in determining conformance of the Site Plan to the provisions of this Planned Development shall include conformance with the development guidelines set forth in Statement 9 and the following general guidelines:

An application for approval of a Site Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

11. Although the subject property is privately-owned, the University proposes to construct new pedestrian amenities such as green space amenities, lighting, ornamental fencing, benches and pedestrian and vehicular entryways creating enhanced opportunities for students, faculty, staff and campus visitors to view, access and utilize the lakefront on the Loyola campus for leisure activities such as walking and jogging. Pedestrian access to such amenities will be accessible to the handicapped and disabled.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.
13. The terms, conditions and exhibits of the Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development ordinance. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, and reduction in the periphery setbacks, or an increase of the maximum percent of land covered.

parallel to West Loyola Avenue; a line 383 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 508 feet east of and parallel to North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue, thence east along the centerline of the aforesaid alley if extended; a line 1,630.67 feet east of and parallel to North Winthrop Avenue, if extended; a line 293.48 feet north of and parallel to West Sheridan Road, if extended; the westerly shoreline of Lake Michigan; a line 353 feet south of and parallel to West Sheridan Road; North Sheridan Road; West Sheridan Road; North Kenmore Avenue; a line 133 feet south of and parallel to North Sheridan Road; the alley next west of and parallel to North Kenmore Avenue; a line 283 feet north of and parallel to North Rosemont Avenue; North Kenmore Avenue; a line 183 feet north of the parallel to West Rosemont Avenue; the alley next east of and parallel to North Kenmore Avenue; West Rosemont Avenue; North Kenmore Avenue; a line 133 feet north of and parallel to North Rosemont Avenue; the alley next east of and parallel to North Winthrop Avenue; a line 83 feet north of and parallel, to North Rosemont Avenue; North Winthrop Avenue; a line 283 feet south of and parallel to West Sheridan Road; the easterly line of the right-of-way of the Chicago Transit Authority; a line 429.28 feet south of and parallel to West Sheridan Road; a line 150 feet east of and parallel to North Broadway; a line 479.28 feet south of and parallel to West Sheridan Road; North Broadway; a line 379.28 feet south of and parallel to West Sheridan Road; the westerly line of the right-of-way of the Chicago Transit Authority; West Sheridan Road; thence north along the east line of the right-of-way of the Chicago Transit Authority; the south line of West Arthur Avenue, if extended; North Sheridan Road; a line 308 feet south of and parallel to West Arthur Avenue; the alley next west of and parallel to North Sheridan Road; West Arthur Avenue; a line 466 feet east of and parallel to North Lakewood Avenue; the alley next north of and parallel to West Arthur Avenue; a line 133 feet east of and parallel to North Lakewood Avenue; West Loyola Avenue; a line 208 feet east of and parallel to North Lakewood Avenue; the alley next north of and parallel to West Loyola Avenue; a line 265.40 feet east of and parallel to North Lakewood Avenue; thence north along the east line of the right-of-way of the Chicago Transit Authority to the point of beginning.

With the exception of the following area which never was within Institutional Planned Development Number 34, but which is located within the perimeter boundaries of the subject area to be rezoned, described above:

the westerly line of the right-of-way of the Chicago Transit Authority; the alley next south of and parallel to West Loyola Avenue; a line 466 feet east of and parallel to North Lakewood Avenue; the north line of the alley next south of and parallel to West Loyola Avenue; a line 433 feet east of and parallel to North Lakewood Avenue; West Loyola Avenue; a line 333 feet east of and parallel to North Lakewood Avenue to the point of beginning.

	Present Peak Population	Parking Ratio	Parking Required
5. Staff	400	1:3	133
6. Multi-family dwelling units	93	1:1	<u>93</u>
Total Required Off-Street Parking:			1,012

Estimated number of parking spaces provided: 1,317 parking spaces.

Off-street loading facilities shall be provided in compliance with the R4 General Residence District classification of the Chicago Zoning Ordinance.

—

*Reclassification Of Area Shown On Map Number 16-F.
(Application Number 11977)*

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District and B4-2 Restricted Service District symbols and indications as shown on Map Number 16-F in the area bounded by:

West 66th Street; the alley next west of and parallel to South Union Avenue; the alley next south of and parallel to West 66th Street; the alley next east of and parallel to South Halsted Street; West 66th Place; and South Halsted Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

(Sub)Exhibit 3.
(To Plan Of Development Statements)

Existing Land-Use Map.

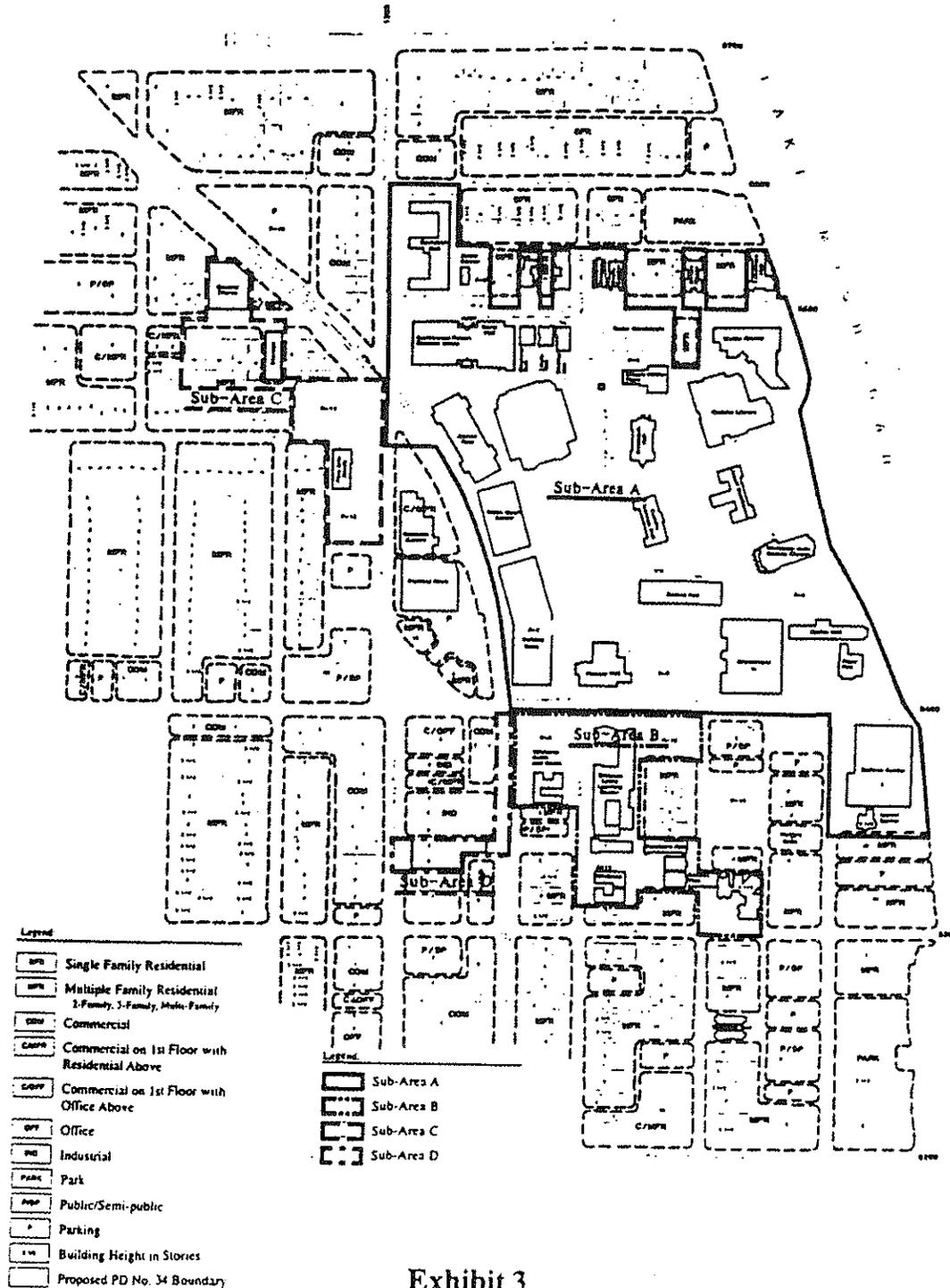


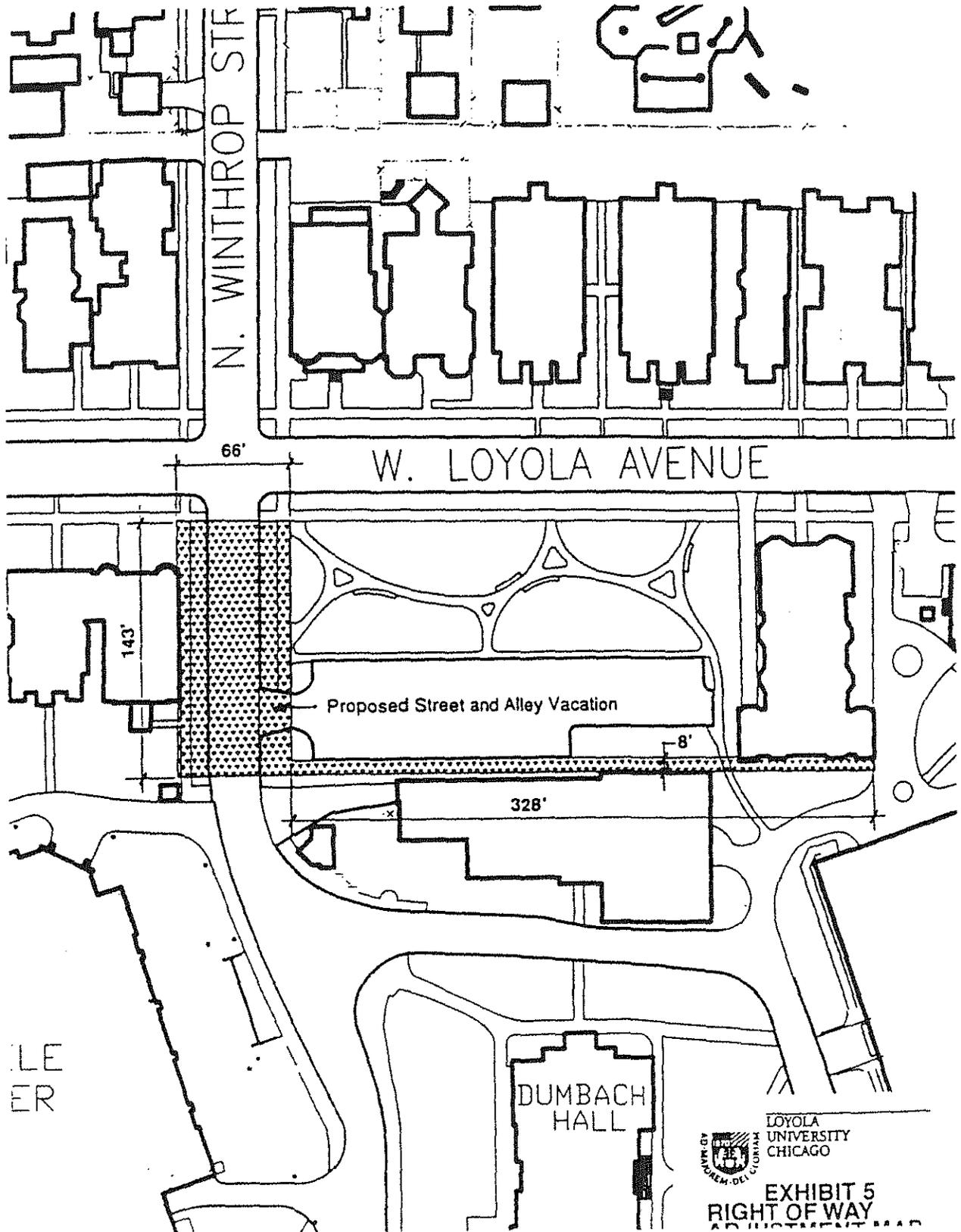
Exhibit 3
Existing Land Use Map

Loyola
University
Chicago



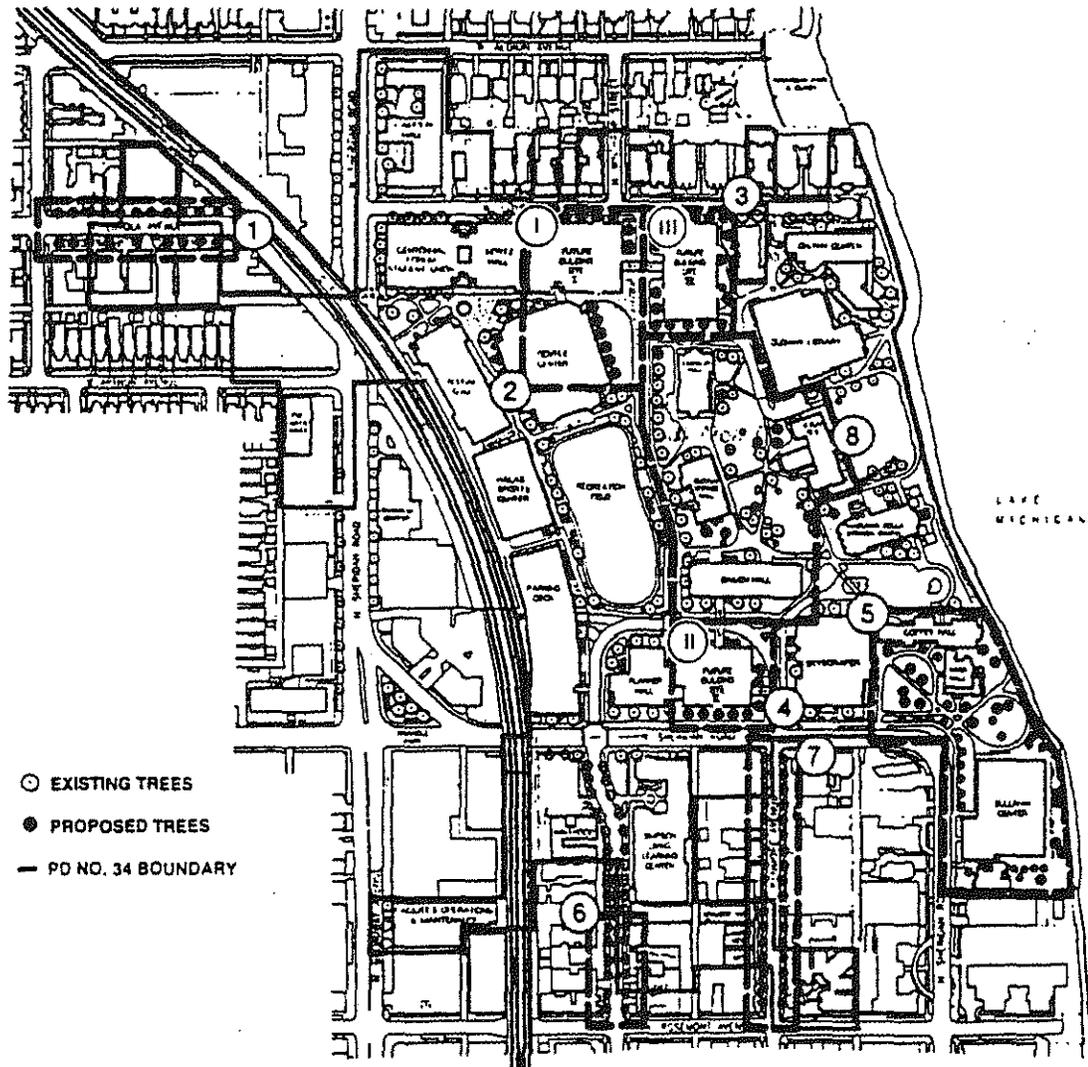
(Sub)Exhibit 5.
(To Plan Of Development Statements)

Right-Of-Way Adjustment Map.



(Sub)Exhibit 7.
(To Plan Of Development Statements)

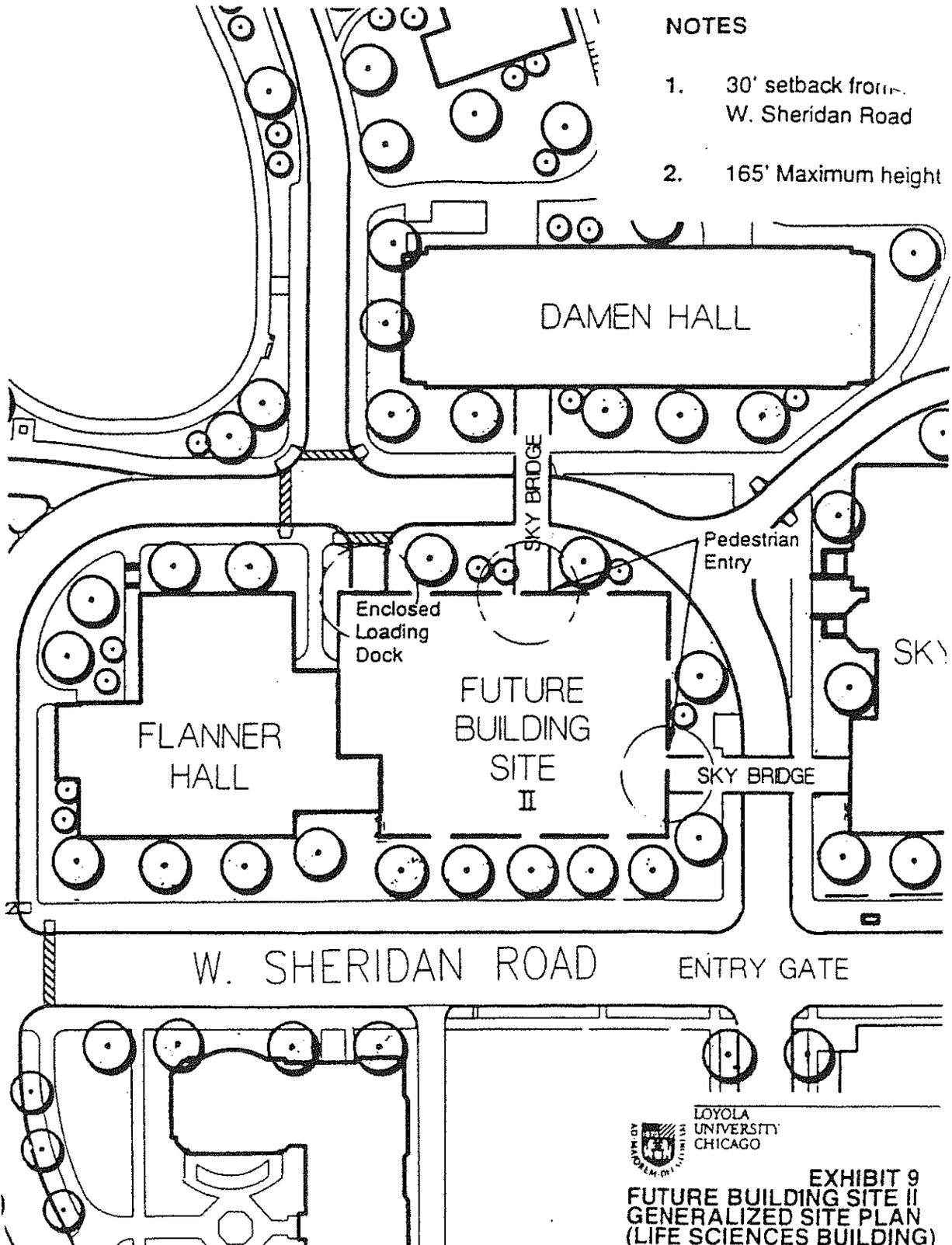
Landscape Plan.



LANDSCAPE SCHEDULE			
PLAN NO.	DESCRIPTION	COMPLETION DATE	PLANT MATERIALS
1.	W Loyola Avenue	1999	Ash, Honey Locust
2.	Future Building Site	2000	Ash, Serviceberry, Viburnum, Yew
3.	Future Building Site	2007	Ash, Honey Locust, Serviceberry, Viburnum, Yew, Juniper
4.	Future Building Site	2003	Ash, Honey Locust, Serviceberry, Crabapple, Yew, Juniper, Viburnum
5.	Devon Street End	1998	Ash, Crabapple, Serviceberry, Viburnum, Yew, Juniper
6.	N Winthrop Street	1999	Ash, Honey Locust
7.	N Kenmore Ave	1999	Ash, Honey Locust
8.	Landscape Enhancements	2001	Ash, Honey Locust

(Sub)Exhibit 9.
(To Plan Of Development Statements)

Future Building Site II, Generalized Site Plan.
(Life Sciences Building)



NOTES

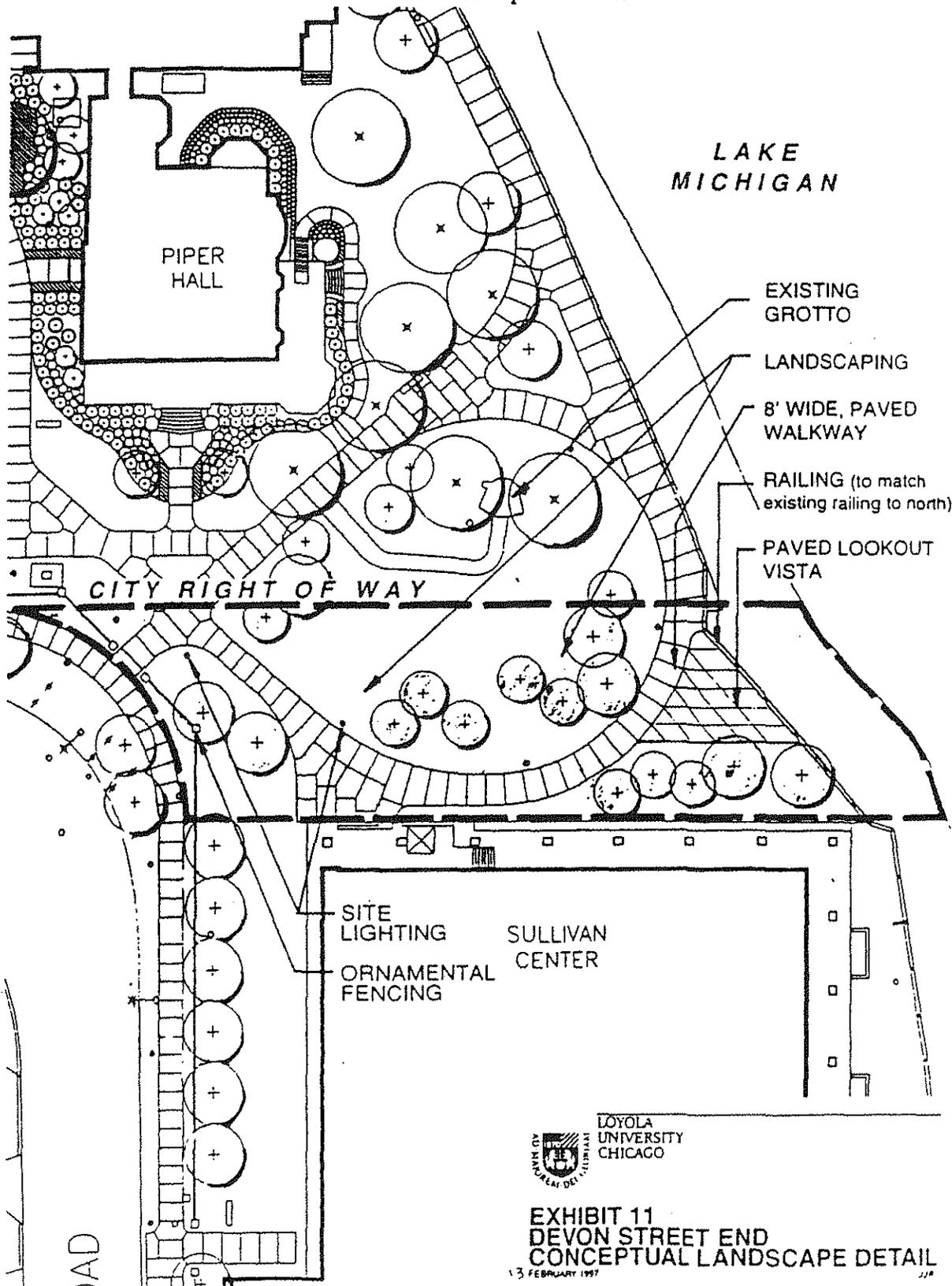
- 1. 30' setback from W. Sheridan Road
- 2. 165' Maximum height



EXHIBIT 9
 FUTURE BUILDING SITE II
 GENERALIZED SITE PLAN
 (LIFE SCIENCES BUILDING)

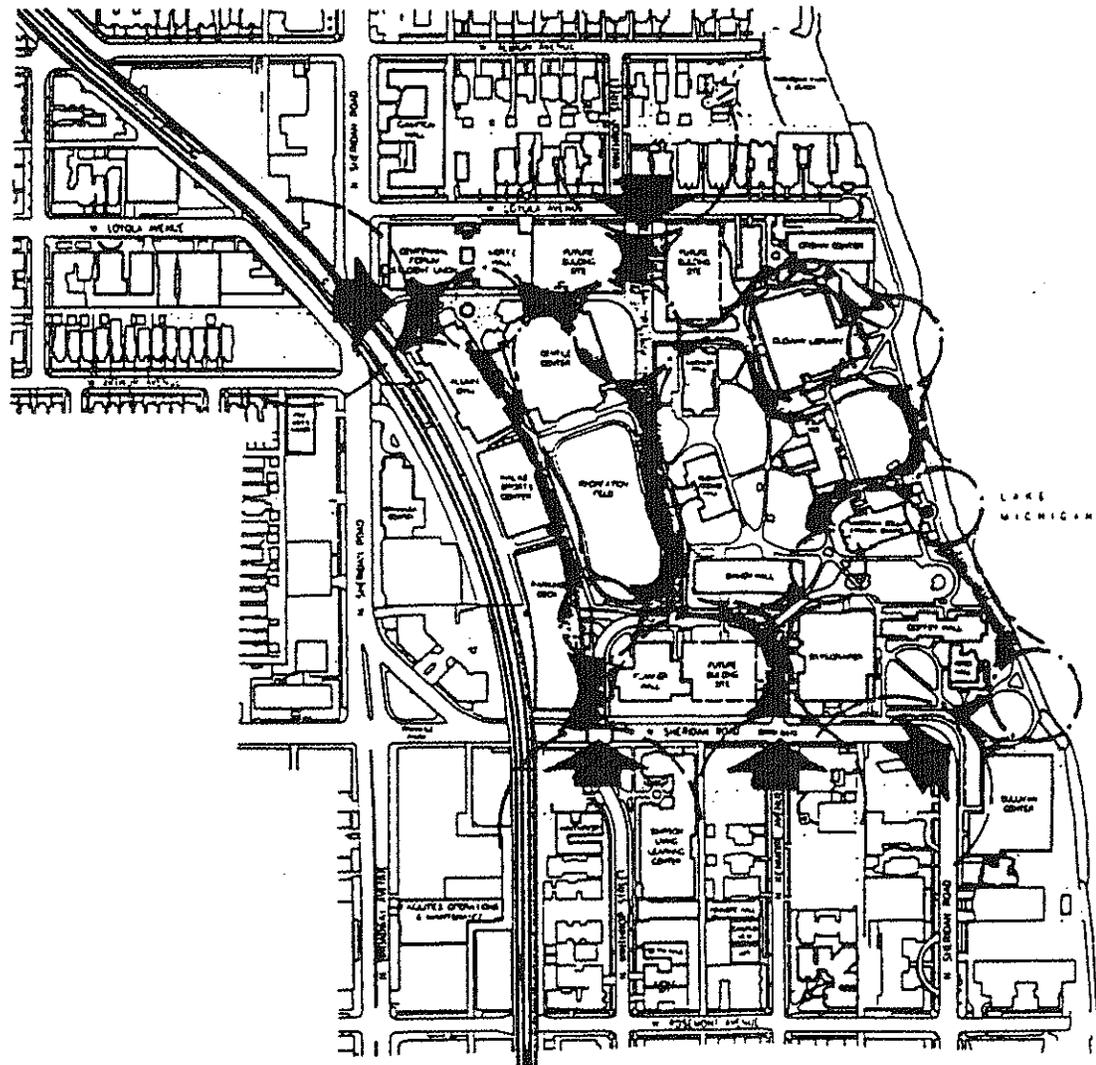
(Sub)Exhibit 11.
(To Plan Of Development Statements)

Devon Street End Conceptual
Landscape Detail.



(Sub)Exhibit 13.
(To Plan Of Development Statements)

Pedestrian Walkway Drawing.



NOTE: PRINCIPAL WALKWAYS SHOWN IN GREEN



LOYOLA
UNIVERSITY
CHICAGO

EXHIBIT 13
PEDESTRIAN WALKWAYS

FEBRUARY 1997

1/4

PD 344A

West Albion Avenue; the alley next west of and parallel to North Sheridan Road; the northeast line of the right-of-way of the Chicago Transit Authority; North Sheridan Road; West Albion Avenue; the alley next east of and parallel to North Sheridan Road; the alley next north of and parallel to West Loyola Avenue; a line 255.40 feet east of and parallel to North Sheridan Road; West Loyola Avenue; a line 345.40 feet east of and parallel to North Sheridan Road; the alley next north of and parallel to West Loyola Avenue; a line 100 feet west of and parallel to North Winthrop Avenue; West Loyola Avenue; North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue; a line 100 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 250 feet east of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Loyola Avenue; a line 328 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 286 feet east of and parallel to North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue; a line 350 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 475 feet east of and parallel to North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue for a distance of 49.46 feet; thence East along the center line of the aforesaid alley if extended;¹ a line 1,630.67 feet east of and parallel to North Winthrop Avenue if extended; a line 253.48 feet north of and parallel to West Sheridan Road if extended (including any and all accretions to any of the aforesaid property which borders on Lake Michigan); a line 144.07 feet east of and parallel to North Winthrop Avenue if extended; West Sheridan Road; the alley next east of and parallel to North Winthrop Avenue; a line 346.15 feet south of and parallel to West Sheridan Road; North Kenmore Avenue; a line 496.15 feet south of and parallel to West Sheridan Road; the alley next west of and parallel to North Kenmore Avenue; a line 346.15 feet south of and parallel to West Sheridan Road; North Winthrop Avenue; a line 250 feet south of and parallel to West Sheridan Road; thence North along the east line of the right-of-way of the Chicago Transit Authority; the south line of West Arthur Avenue if extended; North Sheridan Road; a line 275 feet south of and parallel to West Arthur Avenue; the alley next west of and parallel to North Sheridan Road; West Arthur Avenue; a line 235.11 feet west of and parallel to North Sheridan Road; the alley next north of and parallel to West Arthur Avenue; thence North along the southwest line of the right-of-way of the Chicago Transit Authority; a line 300 feet east of and parallel to North Lakewood Avenue;

1 The submerged portions of Lots 1 and 2, totalling approximately 8,135 square feet and shown on the Boundary and Property Line Map included herein, are owned by the Chicago Park District and are not currently part of this application. This land would become part of the planned development upon approval of the Chicago Park District.

West Loyola Avenue; a line 175 feet east of and parallel to North Lakewood Avenue; the alley next north of and parallel to West Loyola Avenue; a line 265.40 feet east of and parallel to North Lakewood Avenue; the northeast line of the Chicago Transit Authority right-of-way to the point of beginning,²

to the designation of Institutional Planned Development No. 34, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

-
- 2 Any submerged land which is conveyed by the State of Illinois to the Applicant under Public Act _____ (S.B. 1771, as amended, adopted June 28, 1988, by the 85th Illinois General Assembly) and not filled by the Applicant pursuant thereto, will be reconveyed to the State of Illinois; such land therefore does not form a part of the planned development.

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No. 34, As Amended.

Plan Of Development

Statements.

1. The area delineated herein as Institutional Planned Development No. 34, as amended, (the "Planned Development") consists of approximately 2,293,163 square feet (or 52.64 acres) of real property described in Exhibit A attached hereto and made part hereof (the "Property") and shown on the drawing attached hereto entitled "Boundary and Property Line Map". All of the property either is or pursuant to Public Act 85- 1145, as amended (S.B. 1771, as amended, adopted

June 28, 1988 by the 85th Illinois General Assembly) (the "Public Act"), will be owned by Loyola University of Chicago, a not-for-profit educational institution, except for approximately 8,135 square feet of submerged land offshore (the "Park District Parcel") which is owned by the Chicago Park District. The Park District Parcel is shown on the Boundary and Property Line Map included in this application, and would become a part of this planned development upon approval of the Chicago Park District.

2. The Applicant or its successors, assignees or grantees shall obtain all federal, state and local approvals and permits necessary for the construction of the lakefill and all other official City reviews, approvals and permits required in connection with this Plan of Development.
3. Any dedication or vacation of streets or alleys or easements or any adjustment of City rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
4. Three Subareas are hereinafter delineated in the Generalized Land Use Map attached hereto for the purposes of establishing permitted uses, density and coverage controls therein in connection with this Plan of Development.
5. The following uses shall be permitted anywhere within the boundaries of the Planned Development: University and academic, housing (including, without limitation, dormitories, fraternities, sororities, faculty housing and housing for clergy), religious, University office, University research and laboratory, University recreational buildings, recreational open space, off-street parking (lots and garages), earth station receiving dishes, and uses related to all of the foregoing. All of the above listed uses will be permitted in Subarea A, provided, however, that any new construction or conversion of any existing building on Loyola Avenue for dormitory, fraternity or sorority use shall be subject to approval of the Zoning Board of Appeals under its special use authority. The Board shall not grant a special use unless the proposed dormitory, fraternity or sorority use meets the standards of Section 11.10-4 of the Chicago Zoning Ordinance. Additional permitted uses in Subarea B only shall include any use permitted in the R6 General Residence District. Additional permitted uses in Subarea C only shall include any use permitted in the B4-3 Restricted Service District. However, as to that portion of Subarea C on the south side of West Albion Avenue presently zoned R4, the provisions of the R4 General Residence District shall apply. Laboratories or research facilities within the planned development shall be governed by the performance standards applicable in the M1 Zoning District of the Chicago Zoning Ordinance. Permitted uses are subject to any applicable restrictions in the Public Act as well as such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.
6. Any service drive or other ingress or egress shall be adequately designed and paved to provide ingress and egress for motor vehicles, including emergency vehicles, in accordance with the regulations of the Department of Streets and Sanitation, and shall be in compliance with the Municipal Code of the City of

Chicago and any applicable restrictions in the Public Act. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

7. The height restriction of the development and any appurtenance attached thereto shall be subject to:

(1) Height limitations as certified on Form F.A.A.-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

(2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and

(3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

8. The Applicant or its successors shall comply with all of the provisions of the Public Act (a copy of which is attached hereto as Exhibit D) authorizing the conveyance of title to certain submerged Lake Michigan land to the Applicant for the purpose of constructing a lakefill for shoreline protection and recreational open space. Those provisions include but are not limited to the following:

A. the construction of a waterfront walkway along the eastern edge of the lakefill, anchored by scenic overlooks at the north and south ends of the lakefill, all of which shall be for public use and enjoyment;

B. the assurance that, consistent with Applicant's rights and obligations of ownership, public access to the lakefill shall not be unreasonably denied by the Applicant; and

C. the covenants that (i) the use of the lakefill is limited to open space, athletic programs and recreation, (ii) no buildings other than those incidental and accessory to the lakefill's permitted uses may be constructed on the lakefill, and (iii) there shall be no off-street parking on the lakefill, and (iv) should the Applicant convey, grant or assign the lakefill property to any entity other than a successor not-for-profit educational institution, a right of re-entry may be exercised by the State of Illinois.

9. Off-street parking facilities will be provided in compliance with this Plan of Development and applicable restrictions in the Public Act, and shall be subject to the review and approval of the Commissioner of Planning. Parking may be provided on surface lots or in garages. Notwithstanding any language in the Chicago Zoning Ordinance to the contrary, the Applicant may allow neighborhood residents to use the Applicant's parking lots at the Applicant's discretion when not required by the Applicant and pursuant to a permitting program to be established and administered by the Applicant. Off-street loading facilities will be provided in compliance with the R4 General Residence District classification of the Chicago Zoning Ordinance.
10. The area identified as Subarea A on the "Generalized Land Use Map" attached hereto is located within the boundaries of the Lake Michigan and Chicago Lakefront Protection District. Any development within Subarea A must comply with applicable requirements of the Lake Michigan and Chicago Lakefront Protection Ordinance and the guidelines set forth in Section 11.11-2 of the Chicago Zoning Ordinance now in effect.
11. Loyola will cause hydrographic surveys (east-west profiles) to be conducted by the Illinois State Geological Survey or other recognized expert in the field in the spring and fall of each year for five years subsequent to completion of the lakefill for the reach of shoreline between Loyola Beach and Ardmore Beach. East of the lakefill between the north and south overlooks, surveys will be conducted at 200 foot intervals and will extend 700 feet into the lake. Within 400 feet to the north and south of the overlooks, the surveys will be conducted at 50 foot intervals; every fourth survey line will extend 1,500 feet into the Lake and remaining lines will extend 800 feet into the Lake. Within 1,000 feet to 400 feet to the north and south of the overlooks, the surveys will be conducted at 200 foot intervals and will extend 1,500 feet into the Lake. From Loyola and Ardmore Beaches to 1,000 feet from the north and south overlooks, respectively, the surveys will be conducted at 700 foot intervals and will extend 1,500 feet into the Lake. In the event that the lakefill has directly affected the alongshore transport of sand, the Lake Michigan currents or wind generated waves, such that they cause scouring of the Lake bottom so as to cause injury to shoreline property, Loyola will take appropriate action, at its expense, to remedy such damage to shoreline property. Loyola also will take appropriate action, at its expense, to remedy any specific adverse impact that occurs to the lake bottom, as a direct result of the construction of the lakefill, and which has a direct adverse impact on shoreline property.
12. New business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.
13. This Plan of Development, consisting of fourteen (14) statements: an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of

the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

14. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" now in effect as promulgated by the Commissioner of the Department of Planning.

Exhibits "A", "D" and Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

Exhibit "A".

Boundary Description.

West Albion Avenue; the alley next west of and parallel to North Sheridan Road; the northeast line of the right-of-way of the Chicago Transit Authority; North Sheridan Road; West Albion Avenue; the alley next east of and parallel to North Sheridan Road; the alley next north of and parallel to West Loyola Avenue; a line 255.40 feet east of and parallel to North Sheridan Road; West Loyola Avenue; a line 345.40 feet east of and parallel to North Sheridan Road; the alley next north of and parallel to West Loyola Avenue; a line 100 feet west of and parallel to North Winthrop Avenue; West Loyola Avenue; North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue; a line 100 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 250 feet east of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Loyola Avenue; a line 328 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 286 feet east of and parallel to North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue; a line 350 feet east of and parallel to North Winthrop Avenue; West Loyola Avenue; a line 475 feet east of and parallel to North Winthrop Avenue; the alley next north of and parallel to West Loyola Avenue for a distance of 49.46 feet; thence east along the center line of the aforesaid alley if extended;¹ a line 1,630.67 feet east of and parallel to North Winthrop Avenue if extended; a line 253.48 feet north of and parallel to West Sheridan Road if extended (including any and all accretions to any of the aforesaid property which borders on Lake Michigan); a line 144.07

-
1. The submerged portions of Lots 1 and 2, totalling approximately 8,135 square feet and shown on the Boundary and Property Line Map included herein, are owned by the Chicago Park District and are not currently part of this application. This land would become part of the planned development upon approval of the Chicago Park District.

feet east of and parallel to North Winthrop Avenue if extended; West Sheridan Road; the alley next east of and parallel to North Winthrop Avenue; a line 346.15 feet south of and parallel to West Sheridan Road; North Kenmore Avenue; a line 496.15 feet south of and parallel to West Sheridan Road; the alley next west of and parallel to North Kenmore Avenue; a line 346.15 feet south of and parallel to West Sheridan Road; North Winthrop Avenue; a line 250 feet south of and parallel to West Sheridan Road; thence north along the east line of the right-of-way of the Chicago Transit Authority; the south line of West Arthur Avenue if extended; North Sheridan Road; a line 275 feet south of and parallel to West Arthur Avenue; the alley next west of and parallel to North Sheridan Road; West Arthur Avenue; a line 235.11 feet west of and parallel to North Sheridan Road; the alley next north of and parallel to West Arthur Avenue; thence north along the southwest line of the right-of-way of the Chicago Transit Authority; a line 300 feet east of and parallel to North Lakewood Avenue; West Loyola Avenue; a line 175 feet east of and parallel to North Lakewood Avenue; the alley next north of and parallel to West Loyola Avenue; a line 265.40 feet east of and parallel to North Lakewood Avenue; the northeast line of the Chicago Transit Authority right-of-way to the point of beginning.²

-
2. Any submerged land which is conveyed by the State of Illinois to the Applicant under Public Act 85-1145 (S. B. 1771, as amended, adopted June 28, 1988, by the 85th Illinois General Assembly) and not filled by the Applicant pursuant thereto, will be reconveyed to the State of Illinois; such land therefore does not form a part of the planned development.

Exhibit "D".

An Act for the sale of the interest of the State of Illinois in certain lands to Loyola University of Chicago.

Be It Enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. The General Assembly finds:

(a) Loyola University of Chicago, an Illinois not-for-profit corporation ("Loyola University"), is an institution of higher education whose urban Lake Shore Campus of approximately 32 acres is located in the East Rogers Park and Edgewater neighborhoods of Chicago and is bounded on the east by Lake Michigan.

(b) Loyola University, organized in 1870 as St. Ignatius College, and incorporated in Illinois in 1909, has provided valuable educational services to the citizens of Illinois since its organization and has over 80,000 living alumni. Loyola University is open to all

qualified students regardless of race, creed or color. Approximately 5,000 students are presently enrolled at its Lake Shore Campus.

(c) The shoreline property and facilities of Loyola University's Lake Shore Campus have experienced significant erosion and damage caused by flooding and severe lake storms occasioned by the Campus' location on Lake Michigan.

(d) Loyola University, in an effort to better protect its Lake Shore Campus shoreline, to provide more open and recreational space for its Lake Shore Campus and to enhance the beauty and recreational utility of its campus and the surrounding neighborhood, proposes the construction of a lakefill (defined herein as newly created land, beach, and revetment) of approximately 18.5 acres in the waters of Lake Michigan adjacent to its Lake Shore Campus and Hartigan Park Beach, which beach is located just north of the northeast corner of the Lake Shore Campus.

(e) The State of Illinois holds title to the submerged land beneath the waters of Lake Michigan in trust for the benefit of the people of the State. Title to such land may be conveyed by the State when such conveyance, and the subsequent use of the land so conveyed, provides direct benefits to the public and results in no substantial public detriment. The State of Illinois shall not be liable for any significant erosion and damage caused on the Lake Michigan shoreline due to the lakefill project. The conveyance provided for in this Act fulfills the public trust requirements for the disposition of submerged lands because:

(1) Loyola University is an institution serving the public, and it agrees, as a condition of the State's conveyance to it, to accept title and possession of the real property described in Section 2 subject to the findings contained herein and all of the following terms and conditions, which terms and conditions shall be part of the quitclaim deed referred to in Section 2:

(i) Loyola University shall cause the existing Hartigan Park Beach to be expanded by approximately 1.7 acres of landfill, which expansion shall constitute a portion of the approximately 18.5 acres of lakefill referred to in subsection (d). This portion of the lakefill shall be constructed within the boundaries of the real property described as Parcel B in Section 2. Upon completion of this portion of the lakefill, Loyola University shall convey to the Chicago Park District, by quitclaim deed, the real property described as Parcel B in Section 2, all at no cost to the Chicago Park District.

(ii) Loyola University shall construct and provide for public use and enjoyment a waterfront walkway, which shall be adjacent to the western edge of the lakefill's revetment and shall have scenic overlooks at its northern and southern termini. Loyola University shall locate the walkway so that its northern end connects directly to Hartigan Park Beach to provide contiguous public access from the beach to the walkway. With respect to public access to the southern end of the walkway, Loyola University shall provide for public ingress and egress to and from the walkway over the lakefill directly from its Lake Shore Campus. Should, at a future date, a walkway be established at the lake edge on the property south of Loyola University's Lake

Shore Campus, permitting a connection to the Loyola University walkway, Loyola University shall provide for such connection.

(iii) Subject to Loyola University's rights and obligations of ownership, including but not limited to maintenance and security, public access to, and public use and enjoyment of the lakefill shall not be unreasonably denied; nor shall Loyola University unreasonably impede pedestrian movement between the walkway and lakefill to the west.

(iv) Loyola University shall, prior to commencement of the construction of the lakefill, enter into an agreement with an appropriate public body which shall provide for the conveyance by Loyola University to such public body of all riparian rights which Loyola University holds over the waters of Lake Michigan by virtue of its ownership of the Lake Shore Campus and all riparian rights, if any, which may accrue to Loyola University by virtue of this Act and the project described in this Act. Such grant of riparian rights shall be subject to all the terms and conditions of the Restrictive Covenant set forth in Section 10 of this Act.

(v) Loyola University shall provide, upon reasonable request from interested public entities, engineering, design and survey information in its possession relating to this project, which information is valuable to the public's understanding of Lake Michigan and the continued protection of its shoreline.

(vi) Excepting any activity related to public safety and to the construction, maintenance and repair of the lakefill and the presence of the lakefill itself, Loyola University shall covenant that it will neither interfere with the public's use and enjoyment of the waters of Lake Michigan nor impair the navigability of such waters.

(2) Loyola University acknowledges that approval for the lakefill project must be obtained from, among others, the Chicago City Council and the Chicago Plan Commission, and covenants that construction of the lakefill shall not commence before all required approvals have been obtained.

(3) Loyola University's lakefill project, upon completion, will not impair the public's interest in the lands and waters remaining and will add to the protection of the Lake Michigan shoreline.

(f) To enhance Loyola University's ability to carry out its educational mission, and to achieve the specific benefits set forth above, Loyola University desires that the Director of Central Management Services convey to Loyola University the interest of the State of Illinois in the real property legally described in Section 2.

Section 2. The Director of Central Management Services is hereby authorized to convey by quitclaim deed, which deed shall contain as its terms conditions, reservations, covenants and exceptions all those set forth in this Act, in consideration of the sum of \$10,000 paid and other good and valuable consideration herein granted and given by Loyola University to the State of Illinois for the benefit of the public, all the right, title and interest of the State of Illinois in and to the following described real property submerged

beneath the waters of Lake Michigan, to Loyola University of Chicago, an Illinois not-for-profit corporation:

Parcel A (adjoining Loyola University's Lake Shore Campus):

That part of Lake Michigan lying East of and adjoining the southeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of Lot 2 in Addison Blakely's Loyola Beach Subdivision of Lot 15 in Block 4 in Owner's Subdivision of Lots 4 to 7 of Cape Hayes, being a subdivision of the southeast fractional quarter of Section 32 aforesaid; thence North 89 degrees 49 minutes 03 seconds east, along the north line of Lot 2, a distance of 24.46 feet to the point of beginning of the tract herein described; thence North 89 degrees 49 minutes 03 seconds east 1,106.21 feet; thence South 0 degrees 10 minutes 57 seconds east 1,106.22 feet to the point of intersection with the easterly extension of the north line of Linn's North Edgewater Addition to Chicago, a subdivision of Lot 9 (except the west 765.93 feet thereof) in Cape Hayes Subdivision aforesaid; thence South 89 degrees 57 minutes 45 seconds west, along the north line of Linn's Subdivision and its easterly extension, 899.59 feet to the point of intersection with the easterly face of the present steel piling on the westerly shore line of Lake Michigan; thence Northwesterly (along said easterly face) by the following courses: North 11 degrees 24 minutes 32 seconds west 120.11 feet; thence North 4 degrees 45 minutes 25 seconds west 18.98 feet; thence North 30 degrees 27 minutes 48 seconds east 53.70 feet; thence North 12 degrees 48 minutes 03 seconds west 66.99 feet; thence North 14 degrees 33 minutes 45 seconds west 115.03 feet; thence North 13 degrees 39 minutes 11 seconds west 50.09 feet; thence North 14 degrees 36 minutes 53 seconds west 243.66 feet; thence 86.41 feet northeasterly along the arc of a circle, convex to the east, having a radius of 112.86 feet, and whose chord bears North 19 degrees 18 minutes 09 seconds east 84.32 feet; thence North 5 degrees 02 minutes 00 seconds west 14.61 feet; thence North 15 degrees 07 minutes 16 seconds west 21.74 feet; thence North 17 degrees 40 minutes 35 seconds west 212.05 feet to the point of intersection with the south line of Lot 1 in aforesaid Addison Blakely's Loyola Beach Subdivision; thence South 89 degrees 52 minutes 45 seconds west, along said south line 5.70 feet to a point 68.37 feet east of the southwest corner of the aforesaid Lot 2 in Addison Blakely's Loyola Beach Subdivision; thence North 17 degrees 51 minutes 55 seconds west, along the west line of the property of the Chicago Park District, as conveyed to the Chicago Park District per document recorded on December 30, 1970 as document number 2135539, 149.29 feet to the hereinabove described point of beginning, in Cook County, Illinois; containing 24.8678 acres.

But Excepting From the above-described Parcel A any right, title and interest of the Chicago Park District in the following described property:

Lots 1 and 2 (except that part described as follows: Beginning at the southwest corner of Lot 2; thence North along the west line of said Lot 2, 142 feet 3-1/2 inches more or less to the northwest corner of said Lot 2; thence East along the north line of said Lot 2, 24 feet 5-1/2 inches; thence Southeasterly 149 feet 5-1/2 inches more or less to a point in the south line of said Lot 1, 68 feet 4-1/2 inches east of the place of beginning; thence West along the south line of said Lots 1 and 2, 68 feet 4-1/2 inches to the place of beginning); in Addison Blakely's Loyola Beach Subdivision of Lot 15, with accretion embracing the land lying

between the north and south lines of said Lot extended East to the west line of the property of the North Shore Park District, as established by decree of the Circuit Court of Cook County, Illinois, in Case No. 24221, in Block 4 in Owner's Subdivision of Lots 4, 5, 6 and 7 in Cape Hayes, aforesaid.

Parcel B (adjoining Hartigan Park Beach):

That part of Lake Michigan lying East of and adjoining the southeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at the northwest corner of Lot 2 in Addison Blakely's Loyola Beach Subdivision of Lot 15 in Block 4 in Owner's Subdivision of Lots 4 to 7 of Cape Hayes, being a Subdivision of the southeast fractional quarter of Section 32 aforesaid; thence North 89 degrees 49 minutes 03 seconds east, along the north line of Lot 2, a distance of 30.67 feet to the point of beginning of the tract herein described; thence North 89 degrees 49 minutes 03 seconds east 1,100.00 feet; thence North 0 degrees 10 minutes 57 seconds west 232.17 feet to the point of intersection with the easterly extension of the north line of West Albion Avenue, being the south line of Lot 1 in Block 1 in aforesaid Owner's Subdivision of Lots 4 to 7 of Cape Hayes; thence South 89 degrees 46 minutes 18 seconds west along said north line 1,212.86 feet to a point on the westerly shore line of Lake Michigan as located on May 12, 1988, said point being 420.00 feet east of the northerly extension of the west line of Lot 22 in Albion, a Subdivision in the aforesaid southeast fractional quarter; thence South 19 degrees 08 minutes 20 seconds east along said westerly shoreline, 227.28 feet to the point of intersection with the south line of Lot 1 in Block 4 in the aforesaid Owner's Subdivision of Lots 4 to 7 of Cape Hayes; thence North 89 degrees 49 minutes 33 seconds east, along said south line of Lot 1 and its easterly extension, 33.90 feet; thence South 17 degrees 40 minutes 35 seconds east, along the easterly face of the present steel piling along the aforesaid westerly shoreline, 17.03 feet to the hereinabove described point of beginning, in Cook County, Illinois; containing 6.2277 acres.

Section 3. Loyola University shall save the State of Illinois harmless from any and all claims of whatever nature which may arise as a result of or in consequence of the transfer to, and the use or occupation by, Loyola University of the real property described in Section 2.

Section 4. Loyola University, its agents, successors, or assigns, prior to the placement of any fill in and upon the real property described in Section 2, shall submit plans, specifications, and other necessary data, material, or information to, and secure the approval of, the Department of Transportation relative to the method to be used in making and retaining such fill.

Section 5. The quitclaim deed referred to in Section 2 shall provide that Loyola University covenants that Loyola University shall maintain, repair and replace any embankments, revetments or other improvements constructed to protect the lakefill

located within the boundaries of the real property described as Parcel A in Section 2 against future erosion. This covenant shall run with the land and shall be binding upon Loyola University, its successors and assigns.

Section 6. The real property described in this Act shall be subject to the provisions of "An Act in relation to the regulation of the rivers, lakes, and streams of the State of Illinois", approved June 10, 1911, as now or hereafter amended, except that the payment which the Department of Transportation may require under Section 18a of that Act for materials removed from the bed of Lake Michigan by Loyola University or its agents is hereby waived.

Section 7. Loyola University shall commence construction of the lakefill within 18 months from the issuance and receipt of all permits and approvals required for, or contemplated in connection with, the project, and shall substantially complete the construction within a period of 60 months after such commencement. However, in the event such commencement and completion periods are delayed by circumstances beyond Loyola University's reasonable control, such commencement and completion periods shall be extended by a period equivalent to the delay. Notwithstanding anything contained herein to the contrary, Loyola University shall have the right to determine, for any reason whatsoever, not to commence construction of the lakefill. In that event, Loyola University shall cause the real property described in Section 2 to be reconveyed to the State of Illinois.

Section 8. The quitclaim deed referred to in Section 2 shall provide that Loyola University covenants that the lakefill constructed on the real property described as Parcel A in Section 2 shall be maintained as open space to be used for recreational and related activities, including University athletic programs, and that, further, there shall be no stadiums, arenas or vehicular parking on the lakefill and there shall be no buildings or structures permitted thereon other than those incidental and accessory to the previously stated permitted uses (including, by way of example and without limitation, equipment storage sheds). This covenant shall run with the land and shall be binding upon Loyola University, its successors and assigns.

Section 9. The quitclaim deed referred to in Section 2 shall provide that in the event that the lakefill constructed on the real property described as Parcel A in Section 2 shall ever be owned by an entity other than a successor to Loyola University which operates as a nonprofit educational institution, then, in that event, the State of Illinois shall have the right to reenter and retake such property for use as public open space. Such successor institution shall be subject to all conditions, covenants, restrictions and agreements required of Loyola University in this Act. The State's failure to exercise its right to reenter and retake such property at the time of any particular change of ownership shall not be deemed a waiver by the State of its right to do so at the time of any subsequent change of ownership. This right of reentry shall be perpetual notwithstanding any statute or legislation presently existing or hereafter enacted which generally limits such rights to a specific number of years. Further, the State of Illinois may request and Loyola University covenants and agrees to record from time to time a grant which restates this right of reentry so that any statute or legislation which may have the intent of or the effect of limiting the term of such rights shall not so limit, terminate, extinguish or otherwise affect the rights granted the State of Illinois or the public in this Act.

Section 10. The quitclaim deed referred to in Section 2 shall provide that on or before January 1, 1999, Loyola University shall cause that part of the real property described as Parcel A in Section 2 which has not been reclaimed by Loyola University (such reclaimed property shall include the lakefill and revetment as constructed, excluding that portion of the revetment that is, from time to time, submerged beneath the waters of Lake Michigan) to be reconveyed to the State of Illinois (the "Reconveyance Property"), so that upon such reconveyance the State of Illinois shall hold title to the property east of the shoreline, as such shoreline may exist from time to time. Such reconveyance shall be subject to a restrictive covenant (the "Restrictive Covenant") in favor of Loyola University, its successors and assigns, that prohibits the construction of any lakefill, buildings, roads, bridges, docks or other improvements or structures on the Reconveyance Property, such that the property remains at all times covered by the waters of Lake Michigan. Further, such reconveyance shall be subject to the reservation by Loyola University, its successors and assigns, of a perpetual easement and license to enter (the "Easement"), for the purpose of maintaining, repairing and replacing that portion of the revetment reconveyed to the State of Illinois. Both the Restrictive Covenant and the Easement shall run with the land, shall be binding upon the State of Illinois, its successors or assigns, shall benefit the adjacent property upon which Loyola University's lakefill is constructed, and shall be enforceable in law and in equity by Loyola University, its successors or assigns. Both the Restrictive Covenant and the Easement shall be perpetual notwithstanding any statute or legislation presently existing or hereafter enacted which generally limits such rights to a specific number of years; and Loyola University may request, and the State of Illinois, its successors or assigns, covenants and agrees, to record from time to time an instrument which restates the Restrictive Covenant or the Easement so that any statute or legislation which may have the intent of or the effect of limiting the term of such rights shall not so limit, terminate, extinguish or otherwise affect the rights reserved to Loyola University, its successors and assigns, under this Act. However, nothing in this Section shall be construed as a waiver of the right of any public body to acquire by the exercise of the right of eminent domain any or all of the rights reserved to Loyola University as described herein.

Section 11. This Act takes effect upon becoming law.

Institutional Planned Development No. 34, As Amended,

Plan Of Development

Use And Bulk Regulations And Data.

Subarea	Net Site Area		General Description Of Permitted Land Use	Max. Floor Area Ratio	Max. % Site Coverage
	Sq. Ft.	Acres			
(A) Main campus	2,053,472	47.14	University and academic housing (including, without limitation, dormitories, fraternities, sororities, faculty housing, and housing for clergy), religious, University office, University research and laboratory, University recreational buildings, recreational open space, off-street parking (lots and garages), earth station receiving dishes, and uses related to all of the foregoing, except as any of the foregoing may be limited by Public Act _____ (S.B. 1771, as amended, adopted June 28, 1988 by the 85th Illinois General Assembly).	0.9	30%
(B) South area	111,921	2.57	Any use permitted in Subarea A and any use permitted in the R6 General Residence District.	3.6	80%
(C) West area	127,770	2.93	Any use permitted in Subarea A and any use permitted in the B4-3 Restricted Service District; notwithstanding any provision to the contrary in the B4-3 Restricted Service District regulations, dwelling units shall be permitted on the ground floor.	3.0	80%

TOTAL	<u>2,293,163*</u>	<u>52.64</u>	<u>1.24</u>	<u>36%</u>
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Gross Site Area = Net Site Area: 2,293,163 square feet (52.64 acres) + area remaining in Public Way: 274,158 square feet (6.29 acres) = 2,567,321 square feet (58.93 acres).

* Note: Net Site Area figures for Subarea A and the total Net Site Area exclude 8,135 square feet of submerged land (the "Park District Parcel") which is owned by the Chicago Park District and shown on the Boundary and Property Line Map included in this application, and which would become part of this planned development upon approval of the Chicago Park District.

Off-street parking and loading controls:

Present peak population:

1.	Resident students	1,741
2.	Commuter students	2,386
3.	Resident faculty	72
4.	Commuter faculty	251
5.	Staff	400

Minimum number of required off-street parking spaces for students, faculty and staff (based upon a resident student body of 2,000): 830 parking spaces.

Estimated number of parking spaces provided: 891 parking spaces.

Loading berths shall be provided in conformance with the R4 General Residence District classification of the Chicago Zoning Ordinance.

Minimum periphery setbacks for buildings to be constructed in Subarea A only:

Boundary and front yard:	15 feet
Boundary and side yard:	8 feet

In Subareas B and C, yard and setback requirements shall conform to the R6 General Residence District and the B4-3 Restricted Service District, respectively.

Yard and setback requirements may be adjusted where required, at the request of the Applicant, and subject to the approval of the Department of Planning, to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of site constraints, engineering, or other technical reasons.

[Existing Zoning Map, Boundary and Property Line Map and
Generalized Land Use Map printed on pages 20460
through 20462 of this Journal.]

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

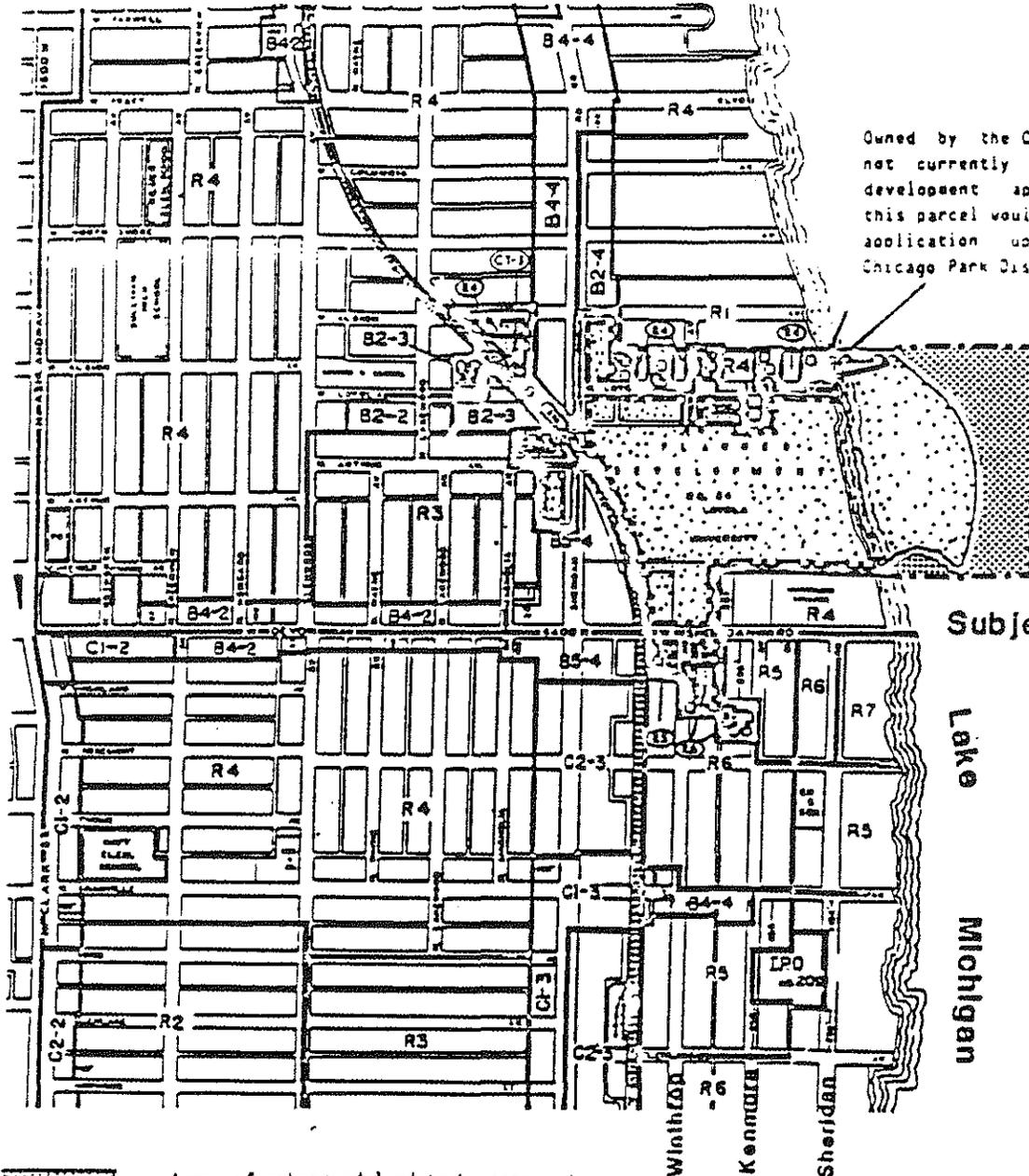
**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

*Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the

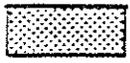
(Continued on page 20463)

Existing Zoning Map.



Owned by the Chicago Park District, not currently part of the planned development application. However, this parcel would become part of this application upon approval by the Chicago Park District.

Subject Property



Area of submerged land to be conveyed by the State of Illinois; unfilled portion will be reconveyed to the State of Illinois pursuant to Public Act 85-1145 (S.B. 1771, as amended, adopted June 28, 1988 by the 85th Illinois General Assembly) and therefore it is not part of the planned development.

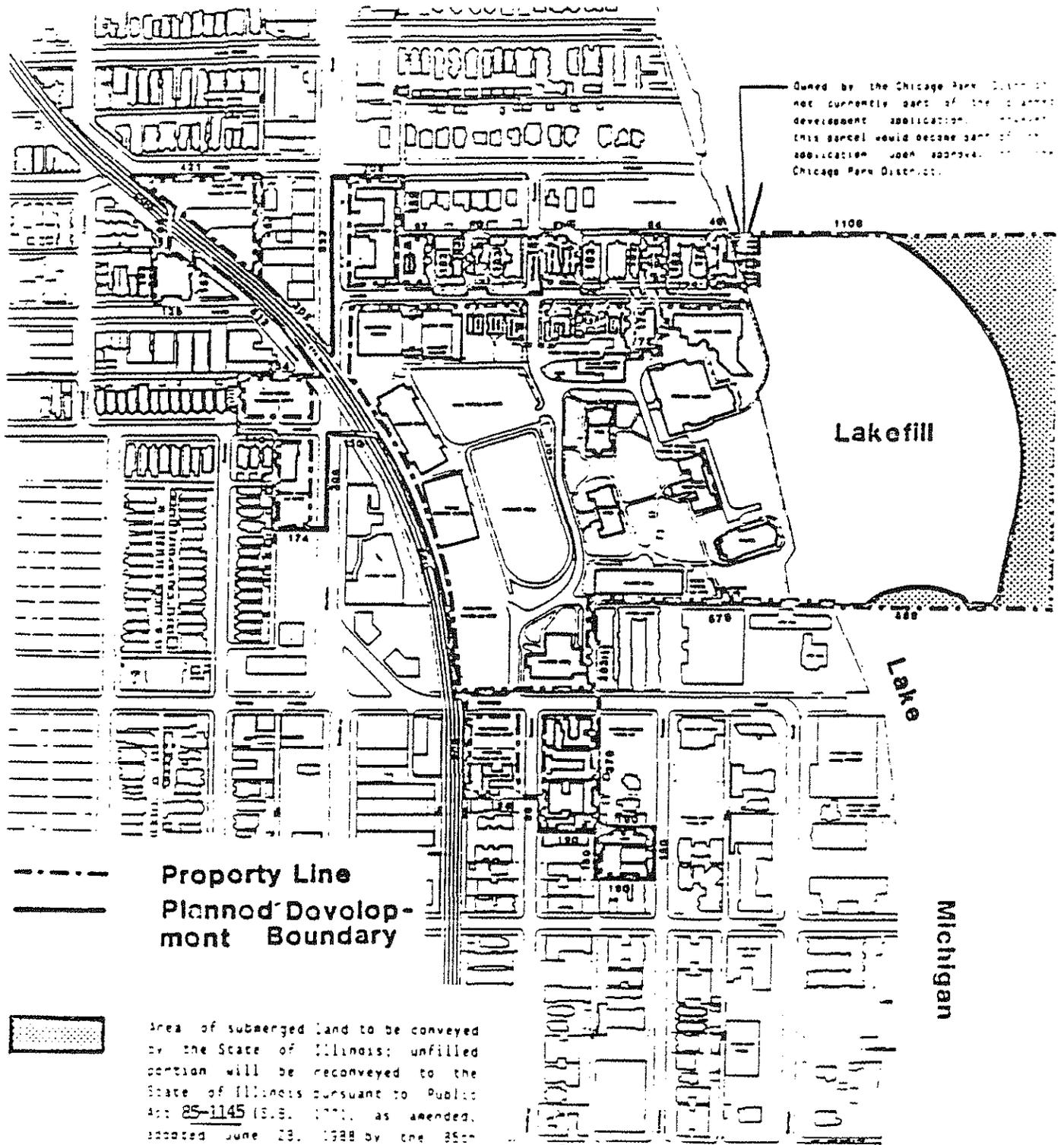
— P.U.D. Boundary

- - - - Property Line

Applicant: LOYOLA UNIVERSITY OF CHICAGO

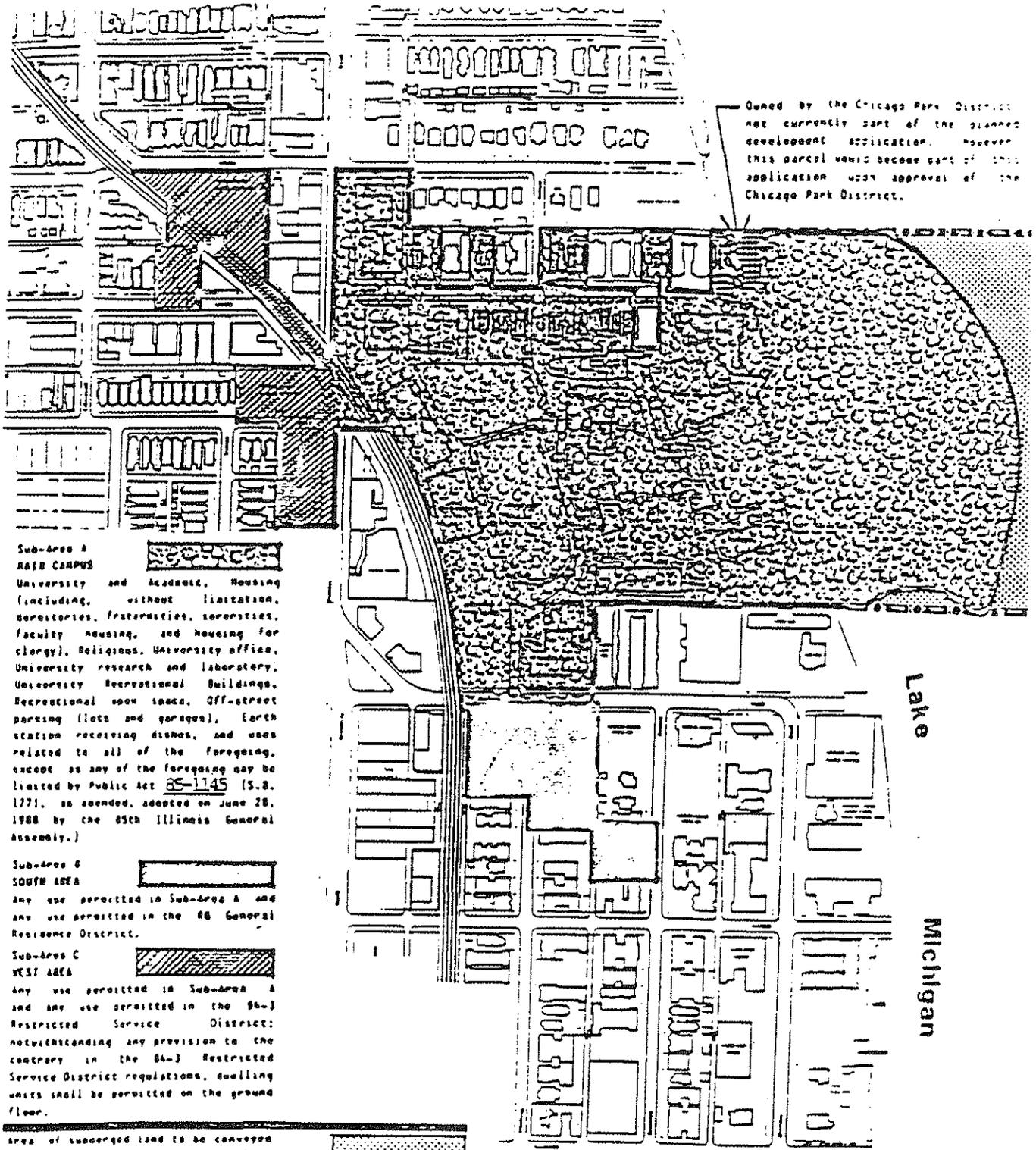
Date: 7/13/88

Boundary And Property Line Map.



Applicant: **LOYOLA UNIVERSITY OF CHICAGO**
 Date: 7/13/88

Generalized Land Use Plan.

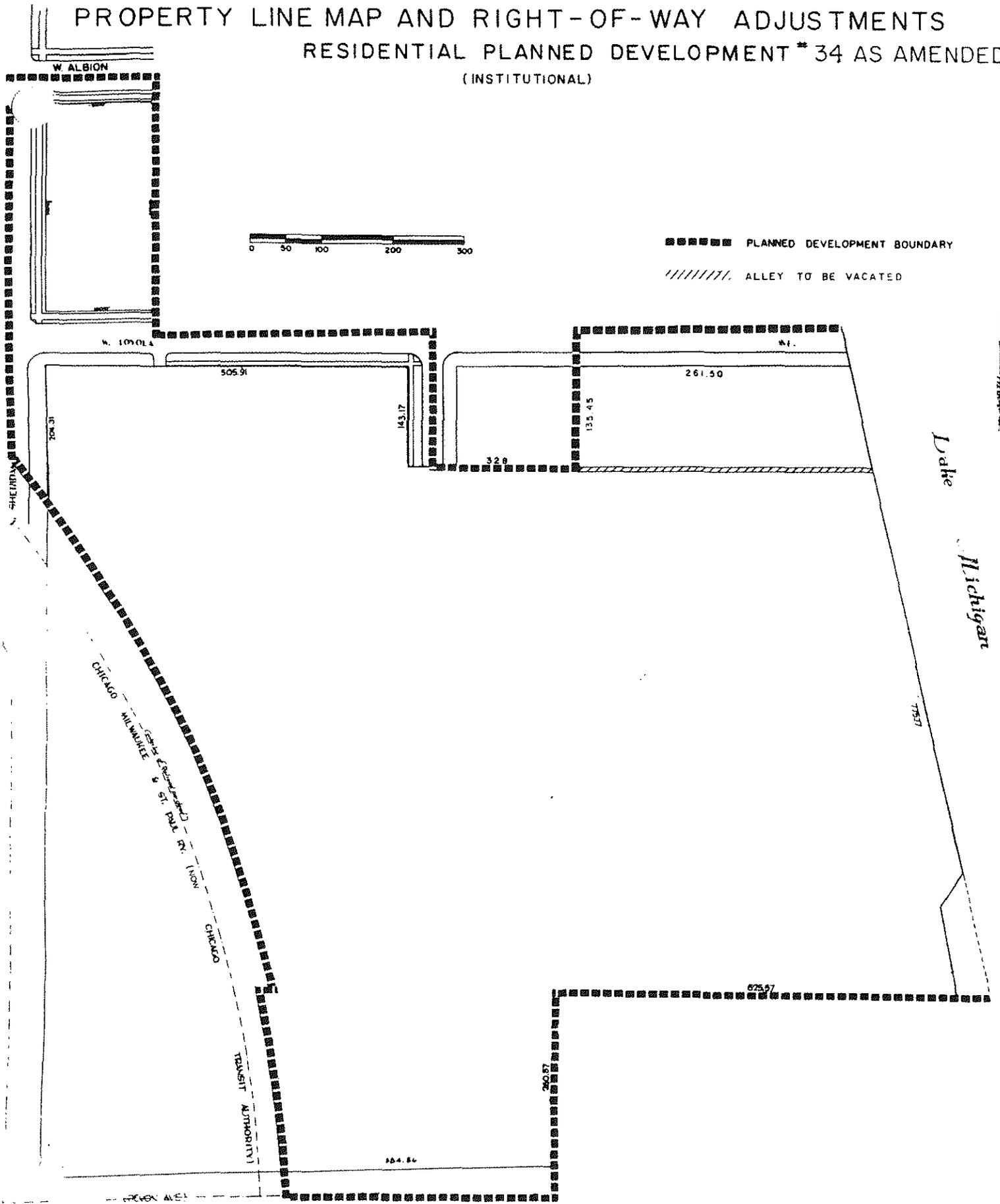


Applicant: LOYOLA UNIVERSITY OF CHICAGO
 Date: 7/13/88

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

RESIDENTIAL PLANNED DEVELOPMENT # 34 AS AMENDED

(INSTITUTIONAL)



APPLICANT: LOYOLA UNIVERSITY
 DATE: AUGUST 25, 1966

Passed 11-15-66

PLAN OF DEVELOPMENT
RESIDENTIAL PLANNED DEVELOPMENT #34 AS AMENDED
(INSTITUTIONAL)

STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by LOYOLA UNIVERSITY.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance. R?
3. Any dedication of streets or alleys or adjustments of rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of LOYOLA UNIVERSITY and approval by the City Council.
4. All applicable official reviews, approvals, or permits are required to be obtained by the applicant, Loyola University.
5. Service drives or any other ingress or egress shall be adequately designed to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of academic, housing, religious, and related uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M 1 zoning district of the Chicago Zoning Ordinance.
7. The following information sets forth data concerning property included in said Planned Development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R-4 General Residence District classification and with the regulations hereby made applicable thereto.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments."

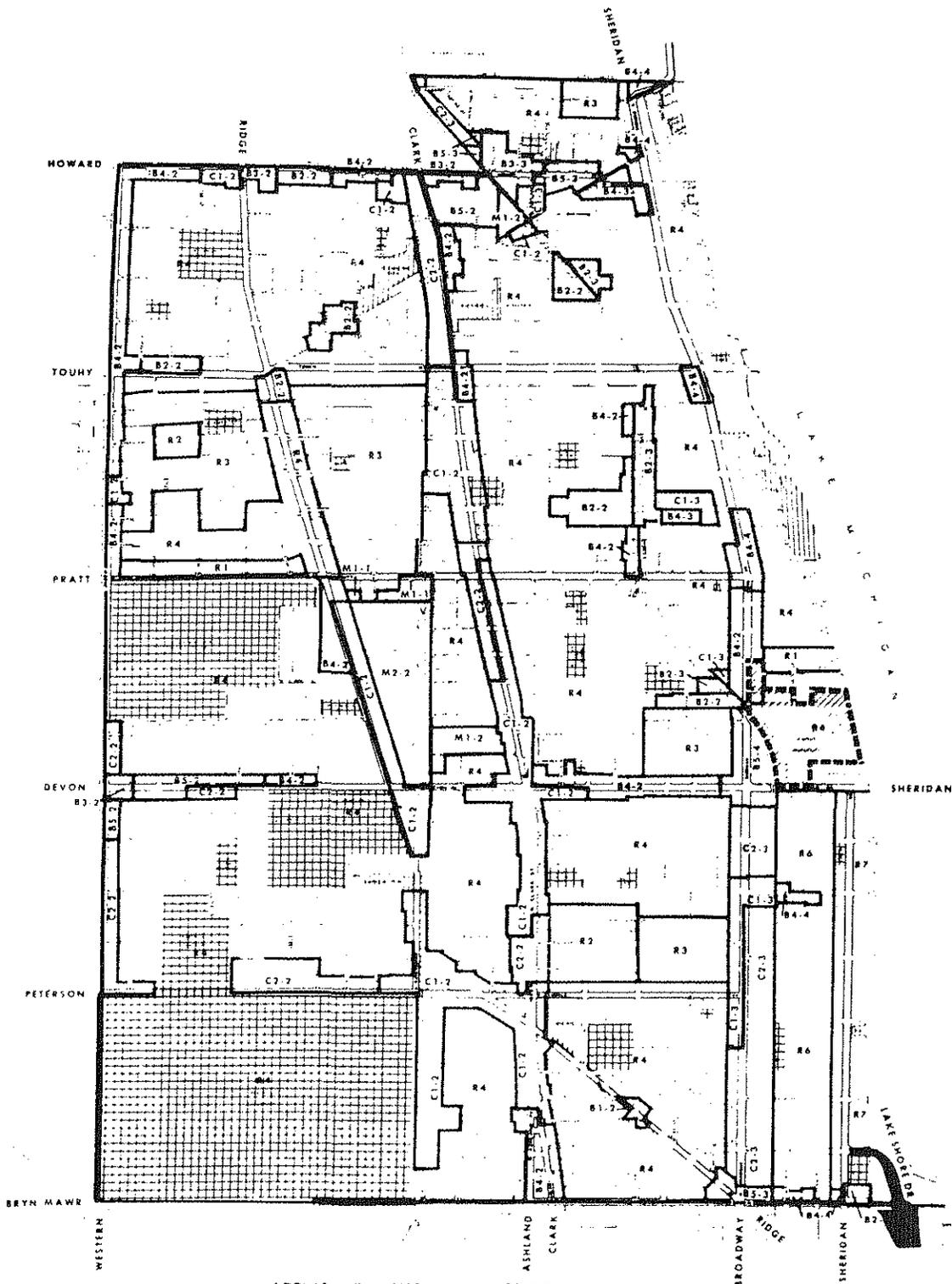
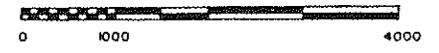
Applicant: LOYOLA UNIVERSITY

Date: 25 August, 1966

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

RESIDENTIAL PLANNED DEVELOPMENT # 34 AS AMENDED (INSTITUTIONAL)

- ZONING DISTRICT
- PREFERENTIAL STREETS
- PLANNED DEVELOPMENT BOUNDARY
- RESIDENTIAL PLANNED DEVELOPMENT
- PARKS AND PLAYGROUNDS
- PUBLIC AND QUASI-PUBLIC FACILITIES



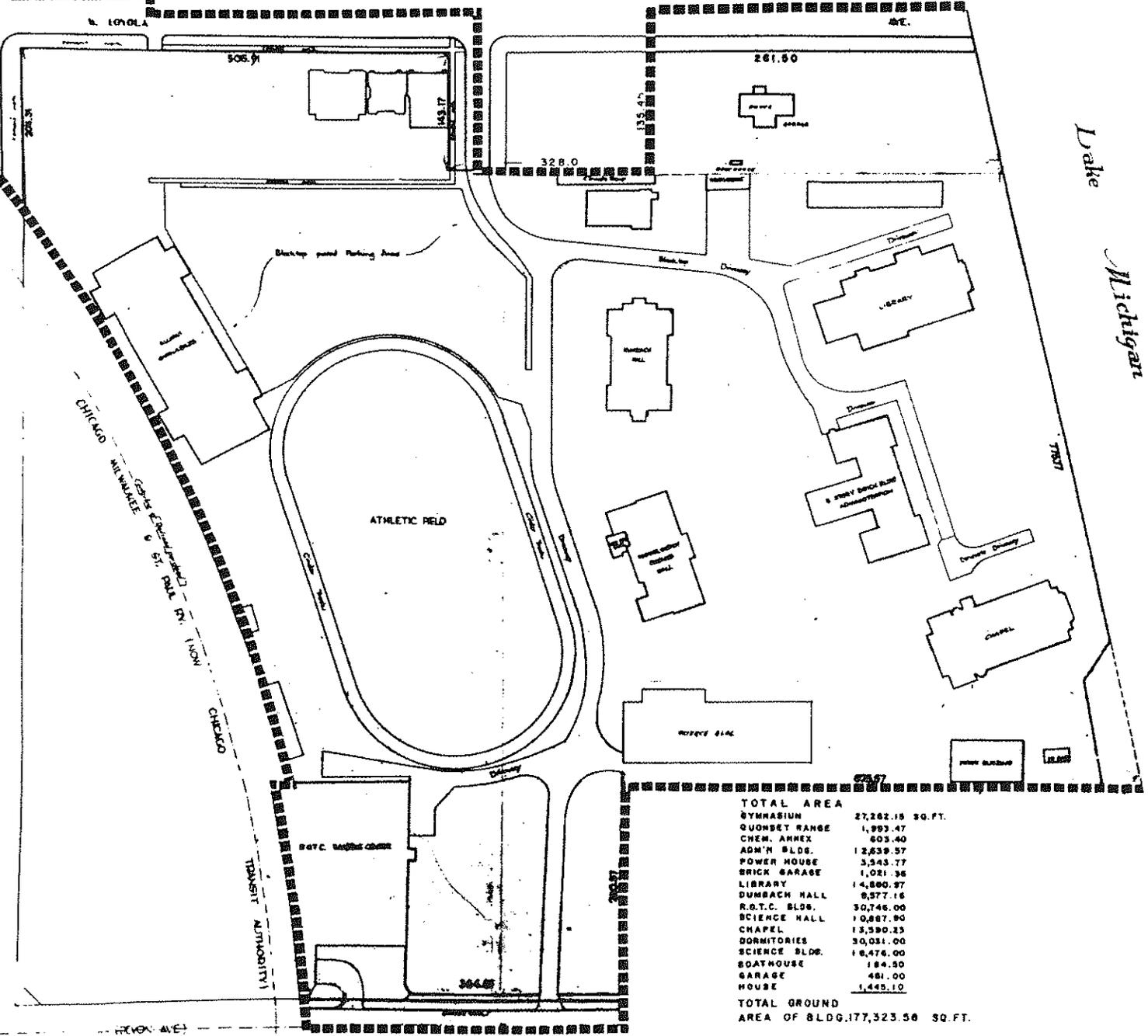
APPLICANT LOYOLA UNIVERSITY
DATE AUGUST 25, 1966

GENERALIZED LAND USE PLAN RESIDENTIAL PLANNED DEVELOPMENT #34 AS AMENDED (INSTITUTIONAL)

W ALBION



- PLANNED DEVELOPMENT BOUNDARY
- ACADEMIC, HOUSING, RELIGIOUS AND RELATED USES
- EXISTING BUILDINGS



TOTAL AREA	
GYMNASIUM	27,282.18 SQ. FT.
QUONSET RANGE	1,993.47
CHEM. ANNEX	803.40
ADM'N BLDG.	12,839.57
POWER HOUSE	3,343.77
BRICK GARAGE	1,021.36
LIBRARY	14,800.97
DUMBACH HALL	8,577.16
R.O.T.C. BLDG.	30,746.00
SCIENCE HALL	10,887.90
CHAPEL	13,530.23
DORMITORIES	30,031.00
SCIENCE BLDG.	18,474.00
BOATHOUSE	184.30
GARAGE	481.00
HOUSE	1,445.10
TOTAL GROUND	177,323.56 SQ. FT.

APPLICANT: LOYOLA UNIVERSITY
DATE: AUGUST 25, 1966

RESIDENTIAL PLANNED DEVELOPMENT #34 AS AMENDED
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA
(INSTITUTIONAL)

<u>Net Site Area</u>		<u>General Description of Land Use</u>	<u>Maximum Floor Area Ratio</u>	<u>Maximum % of Land Covered</u>
<u>Square Feet</u>	<u>Acres</u>			
1,072,556	24.62	Academic Housing Religious & Related Uses	1.2	25%

Gross Area = Net Site Area 23.78 acres + area of Public Streets 2.0 acres = 25.78 Acres.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.2

Present Population:

- | | | |
|----|--------------------|-------|
| 1. | Number of Students | 2,547 |
| 2. | Faculty | 102 |
| 3. | Employees | 127 |

Housing:

- | | | |
|----|-----------------|-----|
| 1. | Student Housing | 470 |
| 2. | Faculty Housing | 80 |

Minimum number of off-street parking spaces for academic, student-faculty housing and employees: 450 spaces

Off-street parking requirements for proposed academic, student-faculty housing and related uses, shall be provided as authorized by the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:

- | | |
|-------------------------|---------|
| Boundary and Front Yard | 15 FEET |
| Boundary and Side Yard | 8 FEET |

Minimum Distances between buildings: 24 Feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to the existing structures, or when necessary because of technical reasons, subject to the approval of the Department of City Planning.

Maximum percentage of land covered (for the Net Site Area): 25% per cent

Applicant: LOYOLA UNIVERSITY

Date: 25 August, 1966

[Continued from page 2753]

W. Root Street; S. Princeton Avenue; W. 43rd Street; the west line of S. Stewart Avenue, or the line thereof if extended where no street exists; W. 42nd Street; and a line 63 feet east of the west line of S. Stewart Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 2776 to 2780 of this Journal.]

Reclassification of Area Shown on Map No. 11-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-L in the area bounded by

N. Milwaukee Avenue; a line drawn from a point 50 feet north of W. Pensacola Avenue; along the east line of N. Milwaukee Avenue to a point 105 feet north of W. Pensacola Avenue; along the west line of the alley next east of N. Milwaukee Avenue; the alley next east of N. Milwaukee Avenue; and W. Pensacola Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 11-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District and R3 General Residence District symbols and indications as shown on Map No. 11-M in the area bounded by

W. Cullom Avenue; N. Austin Avenue; W. Berbeau Avenue; N. McVicker Avenue; a line 149 feet 6 inches south of W. Cullom Avenue; and the alley next west of and parallel to N. McVicker Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 12-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Resi-

dence District symbols and indications as shown on Map No. 12-M in the area bounded by

a line 297 feet north of W. 55th Street; a line 368 feet east of S. Austin Avenue; W. 55th Street; and a line 302.85 feet east of S. Austin Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 13-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 13-M in the area bounded by

W. Higgins Avenue; N. Austin Avenue; the alley next south of and parallel to W. Higgins Avenue; and a line drawn from a point 232 feet 6 inches west of N. Austin Avenue; along the north line of the alley next south of and parallel to W. Higgins Avenue to a point 170 feet west of N. Austin Avenue; and along the south line of W. Higgins Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 15-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 15-N in the area bounded by

N. Neva Avenue; W. Imlay Street; the alley next northeast of N. Northwest Highway; the alley next south of and parallel to W. Imlay Street; the alley next northeast of N. Northwest Highway; the alley next northwest of N. Sayre Avenue; and N. Northwest Highway,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District, B5-4 General Service District and Planned Development symbols and indications as shown on Map No. 17-G in the area bounded by

W. Albion Avenue; the alley next east of and

12
34
12

parallel to N. Sheridan Road; W. Loyola Avenue; N. Winthrop Avenue; the alley next south of and parallel to W. Loyola Avenue; a line 328 feet east of N. Winthrop Avenue; W. Loyola Avenue; Lake Michigan; a line 260.57 feet north of W. Sheridan Road; a line 665.84 feet east of N. Sheridan Road; W. Sheridan Road; the east line of the right of way of the Chicago Transit Authority; the west line of N. Sheridan Road; W. Arthur Avenue; a line 234 feet 10³/₄ inches west of N. Sheridan Road; the alley next north of and parallel to W. Arthur Avenue; W. Loyola Avenue; and N. Sheridan Road,

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to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plan of Development attached to this ordinance printed on pages 2781 to 2785 of this Journal]

Reclassification of Area Shown on Map No. 17-O.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 17-O in the area bounded by

a line 377.02 feet southeast of N. Oketo Avenue; the alley next northeast of and parallel to N. Northwest Highway; a line 485.02 feet southeast of N. Oketo Avenue; and N. Northwest Highway,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 19-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 19-I in the area bounded by

a line 468.60 feet north of W. Touhy Avenue; a line 360.40 feet west of N. California Avenue; the alley next north of and parallel to W. Touhy Avenue, or the line thereof if extended where no alley exists; a line 672.80 feet west of N. California Avenue; a line 431.25 feet north of W. Touhy Avenue; and a line 525.91 feet west of N. California Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 22-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance

be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-H in the area bounded by

a line 126 feet north of W. 95th Street; S. Bell Avenue; W. 95th Street; and S. Oakley Avenue,

to those of a B3-1 General Retail District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 24-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 24-H in the area bounded by

a line 300 feet south of W. 95th Street; a line 100 feet 10 inches east of S. Charles Street; a line drawn from a point 322 feet 6 inches south of W. 95th Street 100 feet 10 inches east of S. Charles Street to a point 342 feet 10 inches south of W. 95th Street; along the east line of S. Charles Street; and S. Charles Street,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Issuance of Permits Authorized for Erection of Illuminated Signs.

On motion of Alderman Metcalfe the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published on April 17, 1968, pages 2640-2641, recommending that the City Council pass two proposed orders transmitted with the committee's report to authorize the issuance of permits for the erection and maintenance of illuminated signs, as follows:

Permittee	Location	Dimension
International Harvester Company	No. 611 W. Roosevelt Road	Additional 9'0" height extension (by 41'0") to existing ground mounted sign 36'0" by 45'6" (erected in 1963)
McCarville Building Corporation (Ad Signs)	No. 6208 W. North Av.	8'10" x 36' (180 sq. ft. per side).

On separate motions made by Alderman Metcalfe the committee's recommendation was concurred in and each of said proposed orders was Passed.

5/8/68

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT #34 AS AMENDED

(INSTITUTIONAL)

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by LOYOLA UNIVERSITY.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the R4 General Residence District classification of the Chicago Zoning Ordinance.
3. Any dedication of streets or alleys or adjustments of rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of LOYOLA UNIVERSITY and approval by the City Council.
4. All applicable official reviews, approvals, or permits are required to be obtained by the applicant, Loyola University.
5. Any public way not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, and shall have a minimum pavement width of 34 feet to provide ingress and egress for motor vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas.
6. Use of land will consist of academic, housing, religious, and related uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M 1 zoning district of the Chicago Zoning Ordinance.

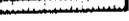
7. The following information sets forth data concerning property included in said Planned Development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R-4 General Residence District classification and with the regulations hereby made applicable thereto.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Development and Planning.

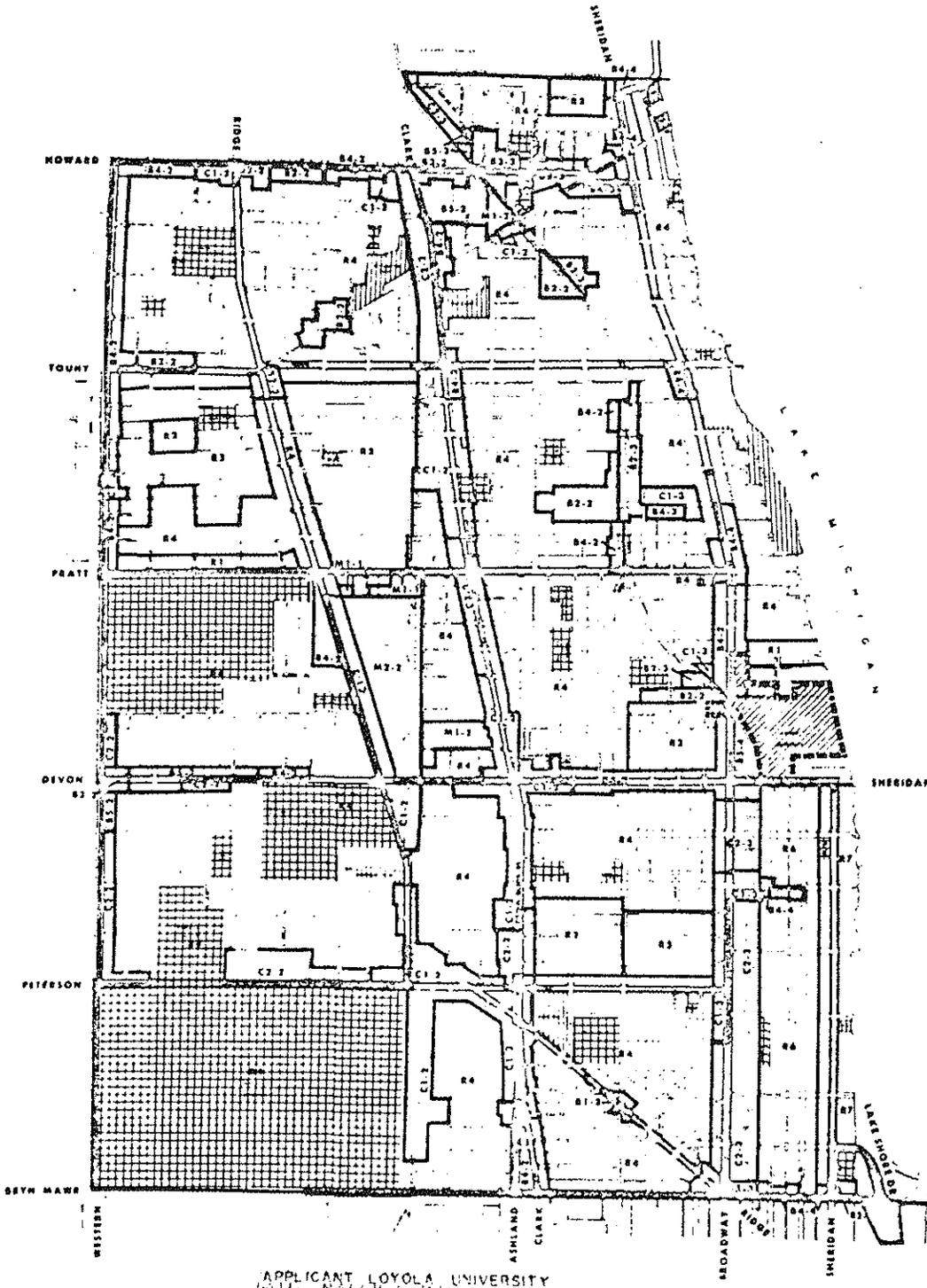
Applicant: LOYOLA UNIVERSITY

Date: March 6, 1968

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM

RESIDENTIAL PLANNED DEVELOPMENT # 34, AS AMENDED (INSTITUTIONAL)

-  ZONING DISTRICT
-  PREFERENTIAL STREETS
-  PLANNED DEVELOPMENT BOUNDARY
-  RESIDENTIAL PLANNED DEVELOPMENT
-  PARKS AND PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES



APPLICANT, LOYOLA UNIVERSITY
(DATE: 11/15/1967)

RESIDENTIAL PLANNED DEVELOPMENT #34, AS AMENDED

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA
(INSTITUTIONAL)

<u>Net Site Area</u>		<u>General Description</u>	<u>Maximum</u>	<u>Maximum % of</u>
<u>Square Feet</u>	<u>Acres</u>	<u>of Land Use</u>	<u>Floor Area Ratio</u>	<u>Land Covered</u>
1,099,706	25.25	Academic, Housing, Religious, and Related Uses	1.2	30%

Gross Area = Net Site Area 25.25 acres + area of Public Streets 2.57 acres = 27.82 acres.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.2

Present Population:

1. Number of Students	3,160
2. Faculty	164
3. Employees	237

Housing:

1. Student Housing	1,112
2. Faculty Housing	80

Minimum number of off-street parking spaces for academic, student-faculty housing and employees: 633 spaces

Off-street parking requirements for proposed academic, student-faculty housing and related uses, shall be provided as authorized by the R4 General Residence District Classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:

Boundary and Front Yard	15 FEET
Boundary and Side Yard	8 FEET

Minimum Distances between buildings: 24 FEET

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to the existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Development and Planning.

Maximum percentage of land covered (for the Net Site Area): 30 per cent

Applicant: LOYOLA UNIVERSITY

Date: March 6, 1968

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing

all the R3 General Residential District, B5-4 General Service District and Planned Development symbols and

indications as shown on Map No. 17G in the area bounded by W. Albion Avenue; the alley next east of and parallel to N. Sheridan Road; W. Loyola Ave.; N. Winthrop Ave.; the alley next south of and parallel to W. Loyola Ave.; a line 328 feet east of N. Winthrop Ave.; W. Loyola Ave.; Lake Michigan; a line 260.57 feet north of W. Sheridan Road; a line 665.84 feet east of N. Sheridan Road; W. Sheridan Road; the east line of the right of way of the Chicago Transit Authority; the west line of N. Sheridan Road; W. Arthur Ave.; a line 234 feet 10 3/4 inches west of N. Sheridan Road; the alley next north of and parallel to W. Arthur Ave.; W. Loyola Ave.; and N. Sheridan Road;

to the designation of a Residential Planned Development

which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Retail District symbols and indications as shown on Map No. 12-L in the area bounded by

W. 49th Street; S. Cicero Avenue; W. 50th Street and the alley next west of and parallel to S. Cicero Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 13-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 13-M in the area bounded by

W. Higgins Avenue; a line 299 feet southeast of N. Mango Avenue; the alley next southwest of and parallel to W. Higgins Avenue; and a line 119.69 feet southeast of N. Mango Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 14-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 14-J in the area bounded by

W. 59th Street; S. Kedzie Avenue; W. 60th Street; and the alley next west of and parallel to S. Kedzie Avenue,

to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District and all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 17-G in the area bounded by

W. Albion Avenue; the alley next east of and parallel to N. Sheridan Road; W. Loyola Avenue; N. Winthrop Avenue; the alley next south of and parallel to W. Loyola Avenue; Lake Michigan; a line 260.57 feet north of W. Sheridan Road; a line 665.84 feet east of N. Sheridan Road; W. Sheridan Road; the east line of the right of way of the Chicago Transit Authority; and N. Sheridan Road,

to the designation of Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development here-with attached and made a part hereof.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[The Plan of Development attached to the foregoing ordinance is printed on pages 3440-3444.]

Reclassification of Area Shown on Map No. 20-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 20-E in the area bounded by

the alley next north of and parallel to E. 87th Street; a line 155.78 feet east of S. Rhodes Avenue; E. 87th Street; and S. Rhodes Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 22-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and all the B4-1 Restricted Service District symbols and indications as shown on Map No. 22-G in the area bounded by

W. 87th Street; a line 188 feet east of S. Elizabeth Street; the alley next south of and parallel to W. 87th Street; and S. Elizabeth Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 28-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 28-G in the area bounded by

W. 115th Street; S. May Street; the alley next south of and parallel to W. 115th Street; and S. Racine Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 3-H.

Alderman Ronan thereupon moved to pass the proposed ordinance transmitted with the pending report of the Committee on Buildings and Zoning, as amended by the committee, as is noted on pages 3316-3317 of the Journal of the Proceedings of November 16, 1964 for the reclassification of an area shown on Map No. 3-H. The motion *Proposed* and said proposed ordinance as so amended was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Harvey, Metcalfe, Holman, Despres, Miller, Bohling, Condon, Lupo, Buchanan, Danaher, Zelezinski, Healy, J. P. Burke, Krska, Chew, Murray, Fitzpatrick, Campbell, Yaksic, Janousek, Tourek.

[Continued on page 3445]

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PLAN OF DEVELOPMENT
RESIDENTIAL PLANNED DEVELOPMENT 34
(INSTITUTIONAL)

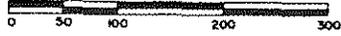
STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by LOYOLA UNIVERSITY.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance.
3. Any dedication of streets or alleys or adjustments of rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of LOYOLA UNIVERSITY and approval by the City Council.
4. Service drives or any other ingress or egress shall be adequately designed to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking permitted within such paved areas.
5. Use of land will consist of academic, housing, religious, and related uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M 1 zoning district of the Chicago Zoning Ordinance.
6. The following information sets forth data concerning property included in said Planned Development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R-4 General Residence District classification and with the regulations hereby made applicable thereto.
7. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of City Planning.

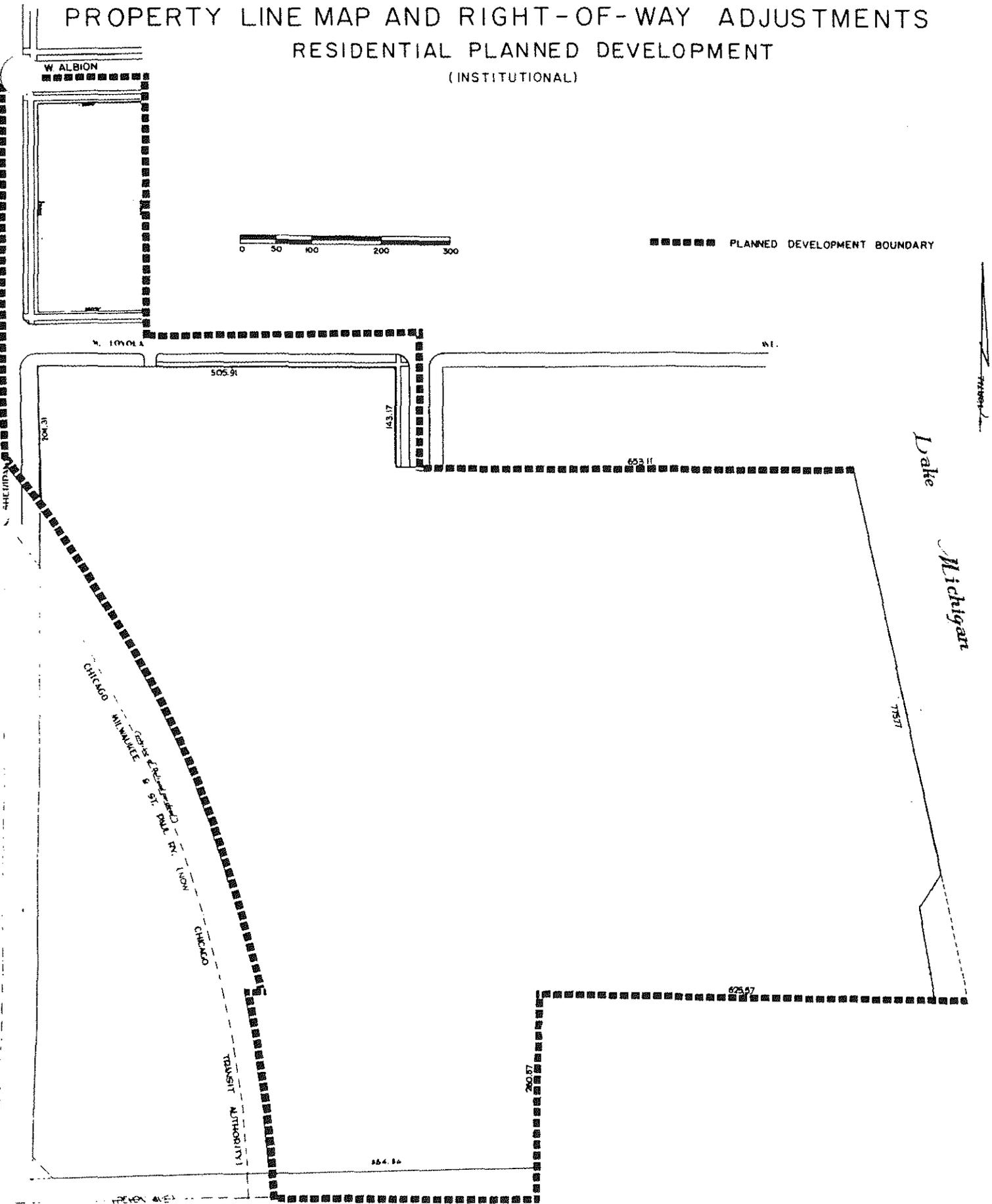
Applicant: LOYOLA UNIVERSITY

Date: September 15, 1964.

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS RESIDENTIAL PLANNED DEVELOPMENT (INSTITUTIONAL)



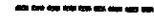
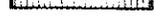
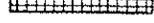
■■■■■■■ PLANNED DEVELOPMENT BOUNDARY

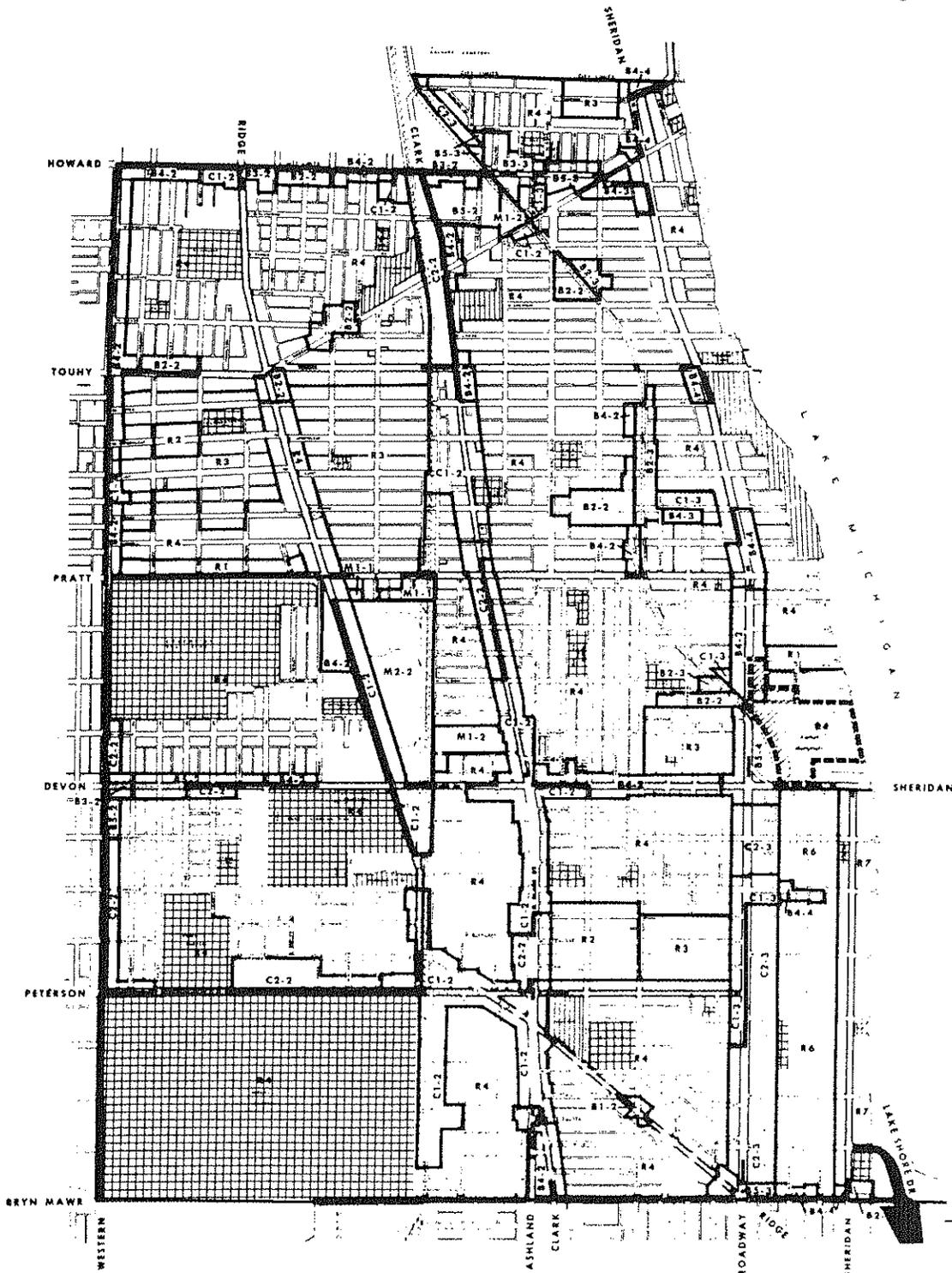


APPLICANT: LOYOLA UNIVERSITY
DATE: SEPTEMBER 15, 1964

EXISTING ZONING AND PREFERRED STREET SYSTEM

RESIDENTIAL PLANNED DEVELOPMENT (INSTITUTIONAL)

-  ZONING DISTRICT
-  PREFERRED STREETS
-  PLANNED DEVELOPMENT BOUNDARY
-  RESIDENTIAL PLANNED DEVELOPMENT
-  PARKS AND PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES



APPLICANT LOYOLA UNIVERSITY
DATE SEPTEMBER 15, 1964

RESIDENTIAL PLANNED DEVELOPMENT
PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA
(INSTITUTIONAL)

<u>Net Site Area</u>		<u>General Description of Land Use</u>	<u>Maximum Floor Area Ratio</u>	<u>Maximum % of Land Covered</u>
<u>Square Feet</u>	<u>Acres</u>			
1,035,863	23.78	Academic Housing Religious & Related Uses	1.2	25%

Gross Area = Net Site Area 23.78 acres + Area of Public Streets 2.0 acres = 25.78 Acres.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA; 1.2

Present Population:

- 1. Number of Students 2,547
- 2. Faculty 102
- 3. Employees 127

Housing:

- 1. Student Housing 470
- 2. Faculty Housing 80

Minimum number of off-street parking spaces for academic, student-faculty housing and employees: 450 spaces.

Off-street parking requirements for proposed academic, student-faculty housing and related uses, shall be provided as authorized by the Chicago Zoning Ordinance.

Minimum Periphery Setbacks:

- Boundary and Front Yard 15 FEET
- Boundary and Side Yard 8 FEET

Minimum Distances between buildings: 24 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to the existing structures, or when necessary because of technical reasons, subject to the approval of the Department of City Planning.

Maximum percentage of land covered (for the Net Site Area): 25% per cent

Applicant: LOYOLA UNIVERSITY

Date: 15 September, 1964

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence and B2-4 Restricted Retail District symbols and indications as shown on Map No. 17C in the area bounded by W. Albion Avenue; the alley next east of and parallel to N. Sheridan Road; W. Loyola Avenue; N. Winthrop Avenue; the alley next south of and parallel to W. Loyola Avenue; Lake Michigan; a line 260.57 feet north of W. Sheridan Road; a line 665.84 feet east of N. Sheridan Road; W. Sheridan Road; the east line of the Right of way of the Chicago Transit Authority; and N. Sheridan Road

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

(Continued from Page 7519)

Reclassification of Area Shown on Map No. 12-I
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-I in the area bounded by the alley next north of and parallel to W. 51st Street; S. Fairfield Avenue; W. 51st Street; and S. California Avenue, to those of a B4-2 Restricted Service District, and a corresponding bulk district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 16-F.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 16-F in the area bounded by

W. 66th Street; the alley next west of and parallel to S. Union Avenue; the alley next south of and parallel to W. 66th Street; and the alley next east of and parallel to S. Halsted Street,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 17-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence Districts and all the Planned Development District symbols and indications as shown on Map No. 17-G in the area bounded by:

W. Albion Avenue; the alley next east of and parallel to N. Sheridan Road; W. Loyola Avenue; N. Winthrop Avenue; the alley next south of and parallel to W. Loyola Avenue; a line 328 feet east of N. Winthrop Avenue; W. Loyola Avenue; Lake Michigan; a line 260.57 feet north of W. Sheridan Road; a line 665.84 feet east of N. Sheridan Road; W. Sheridan Road; the east line of the right of way of the Chicago Transit Authority; and N. Sheridan Road,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[The Plan of Development attached to the foregoing ordinance is printed on pages 7527-7530.]

Plan of Development

Residential Planned Development #34 as Amended
(Institutional)
Statements

1. The area delineated hereon as a "Residential Planned Development" is owned or controlled by Loyola University.
2. Off-street parking and loading facilities will be

provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance.

3. Any dedication of streets or alleys or adjustments of rights of way or consolidation or re-subdivision of parcels shall require a separate submittal on behalf of Loyola University and approval by the City Council.
4. All applicable official reviews, approvals, or permits are required to be obtained by the applicant, Loyola University.
5. Service drives or any other ingress or egress shall be adequately designed to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of academic, housing, religious, and related uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.
7. The following information sets forth data concerning property included in said Planned Development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a R4 General Residence District classification and with the regulations hereby made applicable thereto.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments."

Applicant: Loyola University—Date: 25 August, 1966

Reclassification of Area Shown on Map No. 18-F.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 18-F in the area bounded by

W. 72nd Street; the alley next east of and parallel to S. Harvard Avenue; W. 73rd Street; and S. Harvard Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 26-A.

Alderman Fitzpatrick thereupon moved to pass the proposed ordinance transmitted with the pending report of the Committee on Buildings and Zoning, as amended by the committee, and noted on page 7405 of the Journal of the Proceedings of October 14, 1966 (for the reclassification of an area shown on Map No. 26-A). The motion *Prevailed* and said proposed ordinance as so amended was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Parrillo, Harvey, Holman, Despres, Miller, Bohling, Condon, Lupo, Buchanan, Danaher, Zelezinski, J. P. Burke, Kraska, Chew, Murray, Fitzpatrick, Campbell, Yaksic, Janousek, Tourek, Collins,

(Continued on page 7531)

PD 34A

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT C

REDEVELOPMENT PLAN

A true and correct copy of the Devon/Sheridan Redevelopment Project Area, Tax Increment Finance Program, Redevelopment Plan and Project dated October 23, 2003 and revised January 21, 2004, and passed by City Council on March 31, 2004, and any amendments thereto as of the Closing Date is attached to this exhibit cover sheet.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT D-1

**PROJECT SCOPE; PROJECT TIMELINE; MUNDELEIN CENTER
CONSTRUCTION PLAN AND PHASING; MILESTONES 1 AND 2**

Information on the Project Scope, the Project Timeline, the Mundelein Center Construction Plan and Phasing and Milestones 1 and 2 are attached to this exhibit cover sheet.

PROJECT SCOPE

Mundelein Center Renovation

The bulk of the Project Budget or approximately \$62,250,000 will be dedicated to the renovation of the Mundelein Center located at 1012-28 W. Sheridan Road (the "**Mundelein Center**"). The 14-story Mundelein Center was built in 1929 and was listed on the National Register of Historic Buildings on March 13, 1980. In conjunction with the current redevelopment project, Developer has agreed to consent to the designation of the Mundelein Center as a Chicago landmark. As a part of the Project, Developer will rehabilitate the building's exterior and the first-floor main corridor, including the grand staircase between floors 1 and 2.

The Mundelein Center suffers from functional and economic obsolescence and needs extensive repair. The Mundelein Center's mechanical and infrastructure systems are outdated and the interior space is poorly utilized. About 25% of the Mundelein Center has fallen into total disuse due to an inadequate floor plate and access issues. Grossly inadequate elevator service will be enhanced and a sprinkler system and other life safety systems will be installed. The Mundelein Center has 15 roofs due to numerous setbacks and several of those leak and will be repaired. In addition, a 25% green roof will be added. The foundation will be waterproofed and electrical and HVAC improvements will be made. The Mundelein Center will be made ADA compliant and material containing asbestos will be removed. The auditorium will be renovated and the physical fitness areas reconfigured.

The performing and fine arts program will be relocated to the Mundelein Center. The program will also be expanded which will enhance the cultural amenities for the area. The renovated Mundelein Center will continue to provide space for other community not-for-profit organizations.

Piper Hall

The original exterior of Vermont marble has been or will be cleaned and tuckpointed and the tile roof was replaced following removal of asbestos underlayment. Piper Hall's lakefront porch has been or will be rebuilt and restored with Vermont marble and a new west entrance completed. On the interior, the first floor and grand staircase have been restored. Piper Hall's lower level and second floor have been or will be renovated for program reasons to house the Ann Ida Gannon Center for Women in Leadership and the Mundelein College archives. The first floor will be used for academic, internal, external and community meeting space.

Coffey Hall

Coffey Hall, located between Piper Hall and the Mundelein Center, requires major exterior restoration and the addition of architectural features to be consistent with the architecture of Piper Hall and the Mundelein Center. The interior great room space and all interior rooms require new plumbing, electrical, HVAC and major interior decorating improvements.

PROJECT SCOPE

(Continued)

Flanner Hall

Flanner Hall is used as the chemistry building and is located immediately adjacent to the new Quinlan Science Education and Research Facility and connected internally. Flanner Hall was constructed in the 1960s with beige masonry and precast and is being refurbished and coated with masonry/limestone stain to more closely reflect the color and style of the Quinlan Science Center.

Streetscape and Other Public Improvements

New lighting and sidewalks will be installed from the Sheridan CTA station overpass east to the Lakefront including the area around the Sullivan Center. Marked intersection crosswalks will be placed at the Sheridan/Winthrop and Sheridan/Kenmore traffic lights to increase student and pedestrian safety.

1131 West Sheridan Road (Root Photography Building)

This property was acquired by Loyola in order to relocate programs from the Phase I Loyola Station redevelopment site and renovate or replace the existing building to accommodate the academic fine arts program, including replacing building facade to be consistent with other recent University construction along this corridor.

PROJECT TIMELINE

Mundelein Center - Phase 1 & Phase 2

Commence project by: May, 2005
Complete project by: September, 2008

Mundelein Center - Phases 3, 4 & 5

Commence project by: July 1, 2007
Complete project by: December, 2011

Piper Hall

Substantially completed;
Final completion - September, 2008

Coffey Hall

Commence project by: July, 2007
Complete project by: June, 2009

Flanner Hall

Substantially completed;
Final Completion - September, 2010

Streetscape and Other Public Improvements - Part 1

Commence project by: April, 2006
Complete project by: May, 2009

Streetscape and Other Public Improvements - Part 2

Commence project by: April, 2009
Complete project by: December, 2011

1131 W. Sheridan Road (Root Photography Building)

Commence project by: May, 2006
Complete project by: May, 2007

MUNDELEIN CENTER CONSTRUCTION PLAN AND PHASING

Assumptions

- The Lower Level and portions of Floors 1-14 will be available for asbestos removal beginning in May, 2005, and for shaft construction work beginning in September 2005.
- One of the new high rise elevators (Elevators 5 & 6) will be used as a construction elevator throughout the project.
- The existing north elevator (of Elevators 1 & 2) will need to be taken out of service during the construction of new Elevators 3 & 4.

Phase 1

Utilities Infrastructure, Shafts for New Elevators Floors 1-14, and Lower Level Mechanical Rooms

Phase 1A: May, 2005 - August, 2006

- ◇ Asbestos Abatement - Phase 1 Work & Unoccupied Areas
- ◇ New Electric Service
- ◇ New Steam & Chilled Water Interconnections to Damen Hall
- ◇ Boiler Plant Demolition

Phase 1B: September, 2005 - September, 2007

- ◇ Lower Level Demolition
- ◇ Lower Level Mechanical Rooms
- ◇ MEPF Equipment Installation - Lower Level & Penthouse
- ◇ MEPF Riser Installation
- ◇ New Water Service
- ◇ Boiler Stack Removal
- ◇ Shafts for New Elevators 5 & 6

Phase 2

9th through 14th Floor Remodeling and New/Modernized Elevators

Phase 2: July, 2006 - September, 2008

- ◇ Asbestos Abatement - Work Areas
- ◇ New Elevators 5 & 6
- ◇ Shafts for and New Elevators 3 & 4
- ◇ New Elevators 3 & 4 including Asbestos Abatement
- ◇ 14th Floor Remodeling
- ◇ 13th Floor Remodeling
- ◇ 12th Floor Remodeling
- ◇ 11th Floor Remodeling
- ◇ 10th Floor Remodeling
- ◇ 9th Floor Remodeling

MUNDELEIN CENTER CONSTRUCTION PLAN AND PHASING

Phase 3 5th through 8th Floor Remodeling

July, 2007 - June, 2008

- ◇ Modernize Elevators 1 & 2
- ◇ 8th Floor Remodeling
- ◇ 7th Floor Remodeling
- ◇ 6th Floor Remodeling
- ◇ 5th Floor Remodeling
- ◇ New SW Entrance with Handicapped Accessibility

Phase 4 3rd through 4th Floor Remodeling

July, 2008 - June, 2009

- ◇ 4th Floor Remodeling
- ◇ 3rd Floor Remodeling

Phase 5 LL, 1st, and 2nd Floor Remodeling

July, 2009 - December, 2011

- ◇ 2nd Floor Remodeling
- ◇ 1st Floor Remodeling
- ◇ LL Floor Remodeling
- ◇ Theatre & Backstage/Support Renovation
- ◇ Theatre and Backstage/Support MEP & Equipment
- ◇ New SE & NW Stairs
- ◇ Music Rehearsal and Performance Space Remodeling

MILESTONES 1 AND 2

The redevelopment construction components of Milestone 1 are:

1. Developer has completed Phase 1 and Phase 2 of the Mundelein Center according to approved Plans and Specifications.
2. Developer has fully renovated Coffey Hall according to approved Plans and Specifications.
3. Developer has fully renovated Piper Hall according to approved Plans and Specifications.
4. Developer has acquired and renovated/replaced 1131 W. Sheridan according to approved Plans and Specifications.
5. Developer has completed Part 1 of the Streetscape Improvements according to approved Plans and Specifications.
6. Developer has received evidence acceptable to DPD that Developer has complied with building permit requirements for the rehabilitation of Coffey Hall.

The redevelopment construction components of Milestone 2 are:

1. Developer has completed Phases 3, 4 & 5 of the Mundelein Center according to the approved Plans and Specifications.
2. Developer has completed Part 2 of the Streetscape Improvements according to approved Plans and Specifications.
3. Developer has received Certificates of Occupancy or other evidence acceptable to DPD that Developer has complied with building permit requirements for the rehabilitation of the Mundelein Center and Flanner Hall.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT D-2

PROJECT BUDGET

Milestone 1	Total
Piper Hall Renovation	\$ 1,000,000
Coffey Hall	3,700,000
1131 W. Sheridan Acquisition	1,800,000
1131 W. Sheridan Renovation/Replacement	3,500,000
Streetscape, Landscaping and Other Public Improvements	5,600,000 (1)
Mundelein Center	
Acquisition	1,750,000
Hard Costs - Phase 1 A & B	10,250,000
Hard Costs - Partial Phase 2	6,000,000
Soft Costs, Abatement Costs & Furnishings	7,000,000
Green Roof	500,000
Financing Costs	<u>500,000</u>
Sub-Total	\$41,600,000
 Milestone 2	
Flanner Hall Renovation	4,000,000
Streetscape, Landscaping and Other Public Improvements	2,900,000 (2)
Mundelein Center	
Hard Costs - Phases 3, 4 & 5	29,800,000
Soft Costs, Abatement Costs & Furnishings	6,100,000
Financing Costs	<u>600,000</u>
 Sub-Total	 <u>\$43,400,000</u>
 Total	 <u>\$85,000,000</u>

Notes

(1) Includes completion of "quad" between Piper and Mundelein; completion of streetscape from Sheridan curve to Kenmore Avenue, and improving the intersections of Sheridan/Kenmore and Sheridan/Winthrop.

(2) Includes completion of streetscape along Sheridan from Kenmore to CTA overpass.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT D-3

CONSTRUCTION (MBE/WBE) BUDGET

Milestone 1

Piper Hall Renovation	
Hard Costs	\$ 925,000
Soft Costs	
Architecture	67,000
Engineering	<u>8,000</u>
	1,000,000
Coffey Hall	
Hard Costs	3,440,000
Soft Costs	
Architecture	215,000
Engineering	<u>45,000</u>
	3,700,000
1131 W. Sheridan Renovation	
Hard Costs	3,200,000
Soft Costs	
Architecture	200,000
Engineering	<u>100,000</u>
	3,500,000
Streetscape, Landscape and Other Improvements	
Hard Costs	5,040,000
Soft Costs	
Architecture	465,000
Engineering	<u>95,000</u>
	5,600,000
Mundelein Center	
Hard Costs - Phases 1A and 1B	10,250,000
Hard Costs - Phase 2	6,000,000
Green Roof	500,000
Soft Costs	
Architecture	1,600,000
Engineering	<u>400,000</u>
	18,750,000
Sub-Total	\$32,550,000

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT D-3

**CONSTRUCTION (MBE/WBE) BUDGET
(Continued)**

Milestone 2

Flanner Hall Renovation	
Hard Costs	\$ 3,640,000
Soft Costs	
Architecture	300,000
Engineering	<u>60,000</u>
	4,000,000
Streetscape, Landscaping and other Improvements	
Hard Costs	2,500,000
Soft Costs	
Architecture	315,000
Engineering	<u>85,000</u>
	2,900,000
Mundelein Center	
Hard Costs - Phases 3, 4, and 5	\$29,800,000
Soft Costs	
Architecture	900,000
Engineering	<u>270,000</u>
	1,170,000
Sub-Total	<u>\$37,870,000</u>
Total	\$70,420,000*

* As provided in Section 10.03, Developer's commitment is at least 24% by MBEs and at least 4% by WBEs.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT E

TIF-FUNDED IMPROVEMENTS

Property assembly costs, including acquisition of land, demolition of buildings, site preparation, site improvements that serve as engineered barriers and the clearing and grading of land	\$ 3,550,000
Costs of Construction of Public Works or Improvements (e.g. Streetscape, Landscaping and other Public Improvements)	\$ 2,900,000
Costs of Rehabilitation	\$71,300,000
Financing Costs	\$ 600,000
Other "redevelopment project costs" as and to the extent permitted pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11/74.4-3(q)	TBD
TOTAL	\$78,350,000

Note: Notwithstanding the total of TIF-Funded Improvements, the assistance to be provided by the City is limited to not more than \$46,023,911.00.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT F

CONSTRUCTION CONTRACT

The following schedule lists construction contracts for the Project. Copies of the following contracts are omitted in this exhibit because of volume, and are maintained in the City's and Developer's transaction files.

- A. Piper Hall
 - 1. Stromberg Construction Co., Inc. (undated - contract entered into on or about July 26, 2004)

- B. Flanner Hall - Exterior
 - 1. Bulley & Andrews Masonry Restoration, LLC (contract dated 5/15/06)

- C. Flanner Hall - Phase I
 - 1. AMS Construction Company, Inc. (contract dated August 24, 2001)
 - 2. E. Stone, Inc. (contract dated August 22, 2001)

- D. Flanner Hall - Phase II
 - 1. AMS Construction Company, Inc. (contract dated 10/03/02)
 - 2. E. Stone, Inc. (contract dated 10/04/02)

- E. Flanner Hall - Phase III
 - 1. Stromberg Construction Co. Inc. (undated - contract entered into on or about Fall, 2001)

- F. 1131 N. Sheridan Road
 - 1. Stromberg Construction Co. Inc. (contract dated June 6, 2006)

- G. Mundelein Center Redevelopment
 - 1. Stromberg Construction Co. Inc. (contract dated July 6, 2005)

- H. Crosswalks Work
 - 1. Clauss Brothers, Inc. (contract dated July 19, 2006)

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT H

PERMITTED LIENS

1. Liens or encumbrances against the Property (and related improvements):

Those matters set forth as Schedule B title exceptions in the owner's title insurance policies issued by the Title Company, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property (and related improvements), if any:

NONE

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT I

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on Developer's Counsel's letterhead]

____, 2006

City of Chicago
City Hall, Room 600
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Loyola University of Chicago, an Illinois not-for-profit corporation (the "Developer"), in connection with the construction of certain improvements on _____ located in the Devon/Sheridan Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) Loyola University of Chicago Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City"); and
- (b) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

- (a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) By-Laws, (iii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, and (iv) records of all corporate proceedings relating to the Project; and
- (b) such other documents, records and legal matters as we have deemed necessary or

relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign organization under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of any lender providing lender financing.

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, no judgments are

outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

6. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

7. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

8. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America or the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By: _____

Name: _____

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT J

MINIMUM ASSESSED VALUE

A copy of the Certificate of Initial Equalized Assessed Valuation dated August 16, 2006 is attached to this exhibit cover sheet.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INITIAL EQUALIZED ASSESSED VALUATION

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

CERTIFY THAT on March 24, 2005 the Office of the Cook County Clerk received certified copies of the following Ordinances adopted by the City of Chicago, Cook County, Illinois on March 31, 2004:

1. "An Ordinance Approving and Adopting a Tax Increment Redevelopment Plan and Project for the Devon / Sheridan Redevelopment Project Area;"
2. "An Ordinance Designating the Devon / Sheridan Redevelopment Project as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act;" and
3. "An Ordinance Adopting Tax Increment allocation Financing for the Devon / Sheridan Redevelopment Tax Increment Financing Project Area."

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

CERTIFY THAT the initial equalized assessed value of each lot, block, and parcel of real property within the said City of Chicago Project Area as of March 31, 2004 is as set forth in the document attached hereto and made a part hereof as Exhibit "A";

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

TAX CODE AREA 73067	\$ 2,237,044
TAX CODE AREA 73068	\$ 6,835,460
TAX CODE AREA 75012	\$ 32,081,318
TAX CODE AREA 75013	\$ 5,111,398

for a total of

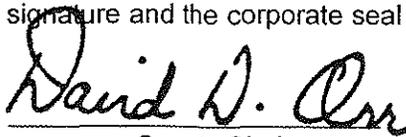
FORTY-SIX MILLION, TWO HUNDRED SIXTY-FIVE
THOUSAND, TWO HUNDRED TWENTY DOLLARS
AND NO CENTS

(\$ 46,265,220.)

such total initial equalized assessed value as of March 31, 2004, having been computed and ascertained from the official records on file in my office and as set forth in Exhibit "A".

IN WITNESS WHEREOF, I have hereunto affixed my signature and the corporate seal of COOK COUNTY this 16th day of August 2006.

(S E A L)


County Clerk

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
---	---

14-05-100-007-0000	128,222
14-05-101-005-0000	46,661
14-05-101-006-0000	43,146
14-05-101-012-0000	81,493
14-05-101-013-0000	58,044
14-05-101-014-0000	67,206
14-05-202-013-0000	392,654
14-05-202-018-1001	30,953
14-05-202-018-1002	26,919
14-05-202-018-1003	27,386
14-05-202-018-1004	32,350
14-05-202-018-1005	28,546
14-05-202-018-1006	33,745
14-05-202-018-1007	30,178
14-05-202-018-1008	31,651
14-05-202-018-1009	27,620
14-05-202-018-1010	28,082
14-05-202-018-1011	28,546
14-05-202-018-1012	33,745
14-05-202-018-1013	34,456
14-05-202-018-1014	28,374
14-05-202-018-1015	28,622
14-05-202-018-1016	29,091
14-05-202-018-1017	25,058
14-05-202-018-1018	30,024
14-05-202-018-1019	15,462
14-05-202-018-1020	26,922

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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14-05-202-018-1021	27,850
14-05-202-018-1022	24,591
14-05-202-018-1023	25,058
14-05-202-018-1024	25,524
14-05-202-018-1025	25,986
14-05-202-018-1026	26,687
14-05-202-018-1027	27,386
14-05-202-018-1028	28,317
14-05-202-018-1029	15,361
14-05-202-018-1030	15,826
14-05-202-018-1031	11,558
14-05-202-018-1032	16,290
14-05-202-018-1033	16,618
14-05-202-018-1034	16,989
14-05-202-018-1035	12,955
14-05-202-018-1036	15,361
14-05-202-018-1037	15,826
14-05-202-018-1038	16,058
14-05-202-018-1039	11,790
14-05-202-018-1040	16,663
14-05-202-018-1041	16,989
14-05-202-018-1042	17,445
14-05-202-020-0000	165,904
14-05-202-021-0000	248,856
14-05-202-022-0000	0
14-05-202-023-0000	0

TOTAL INITIAL EAV FOR TAXCODE: 73067

2,237,044

TOTAL PRINTED: 53

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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14-05-100-008-0000	187,036
14-05-100-009-0000	190,266
14-05-100-010-0000	55,980
14-05-100-011-0000	82,471
14-05-100-012-0000	208,289
14-05-100-013-0000	75,390
14-05-100-014-0000	104,116
14-05-100-015-0000	64,261
14-05-100-016-0000	25,743
14-05-100-017-0000	41,966
14-05-100-018-0000	36,678
14-05-100-019-0000	37,537
14-05-100-020-0000	44,557
14-05-100-021-0000	57,709
14-05-100-022-0000	118,781
14-05-100-023-0000	103,881
14-05-101-001-0000	213,868
14-05-101-002-0000	140,863
14-05-101-003-0000	119,816
14-05-101-004-0000	113,839
14-05-101-007-0000	106,842
14-05-101-008-0000	28,410
14-05-101-009-0000	27,234
14-05-101-029-0000	137,012
14-05-101-036-0000	366,679
14-05-104-001-0000	244,300
14-05-104-016-0000	193,712

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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14-05-105-014-0000	73,519
14-05-105-028-0000	73,171
14-05-106-001-0000	248,754
14-05-106-014-0000	180,119
14-05-107-001-0000	314,148
14-05-107-002-0000	235,212
14-05-107-014-0000	248,613
14-05-107-015-0000	259,699
14-05-107-016-0000	76,736
14-05-107-017-0000	200,028
14-05-107-018-0000	180,128
14-05-107-019-0000	68,774
14-05-107-020-0000	58,589
14-05-107-021-0000	89,362
14-05-107-022-0000	43,453
14-05-107-023-0000	43,453
14-05-107-024-0000	39,599
14-05-200-001-0000	456,747
14-05-200-002-0000	456,747
14-05-200-005-0000	185,716
14-05-200-006-0000	175,657

TOTAL INITIAL EAV FOR TAXCODE: 73068	6,835,460
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TOTAL PRINTED:	48
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DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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11-31-421-001-0000	0
11-32-124-020-0000	1,645,655
11-32-124-021-0000	1,281,559
11-32-202-005-0000	1,923,236
11-32-305-004-0000	0
11-32-305-005-0000	0
11-32-305-006-0000	0
11-32-305-007-0000	54,460
11-32-305-008-0000	73,561
11-32-305-009-0000	65,785
11-32-305-022-0000	240,421
11-32-305-025-0000	124,307
11-32-305-026-0000	461,114
11-32-305-027-0000	1,190,262
11-32-307-027-0000	674,553
11-32-307-028-0000	728,323
11-32-307-029-0000	280,299
11-32-307-030-0000	280,988
11-32-307-032-1001	28,706
11-32-307-032-1002	30,417
11-32-307-032-1003	16,412
11-32-307-032-1004	25,729
11-32-307-032-1005	26,870
11-32-307-032-1006	17,745
11-32-307-032-1007	30,987
11-32-307-032-1008	31,940
11-32-307-032-1009	23,383

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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11-32-307-032-1010	11,656
11-32-313-025-0000	182,815
11-32-313-026-0000	194,865
11-32-313-027-0000	933,466
11-32-313-028-0000	860,804
11-32-319-006-0000	0
11-32-319-007-0000	320,431
11-32-319-008-0000	0
11-32-319-009-0000	0
11-32-319-010-0000	0
11-32-319-011-0000	87,488
11-32-319-012-0000	370,565
11-32-319-013-0000	377,515
11-32-319-014-0000	291,775
11-32-319-015-0000	103,062
11-32-319-016-0000	179,933
11-32-319-019-0000	115,448
11-32-319-020-0000	370,787
11-32-321-002-0000	0
11-32-321-003-0000	0
11-32-321-004-0000	461,452
11-32-321-005-0000	28,842
11-32-321-006-0000	0
11-32-321-007-0000	880,338
11-32-321-029-0000	0
11-32-321-030-0000	0
11-32-324-007-0000	114,871

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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11-32-324-009-0000	0
11-32-325-008-0000	701,805
11-32-325-011-0000	98,756
11-32-325-012-0000	75,484
11-32-331-030-0000	0
11-32-331-031-0000	0
11-32-331-032-0000	0
11-32-331-033-0000	0
11-32-400-001-0000	209,775
11-32-400-002-0000	112,095
11-32-400-003-0000	204,089
11-32-400-048-1001	95,685
11-32-400-048-1002	86,374
11-32-400-048-1003	54,948
11-32-400-048-1004	57,501
11-32-400-048-1005	62,001
11-32-400-048-1006	62,094
11-32-400-048-1007	36,832
11-32-400-048-1008	46,692
11-32-400-048-1009	62,001
11-32-400-048-1010	66,594
11-32-400-048-1011	41,332
11-32-400-048-1012	46,692
11-32-401-001-0000	1,059,965
11-32-401-002-0000	117,053
11-32-401-003-0000	133,212
11-32-401-046-1001	48,598

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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11-32-401-046-1002	33,247
11-32-401-046-1003	33,247
11-32-401-046-1004	35,058
11-32-401-046-1005	26,692
11-32-401-046-1006	26,692
11-32-402-001-0000	1,190,859
11-32-402-003-0000	396,012
11-32-402-004-0000	225,159
11-32-402-038-1001	17,544
11-32-402-038-1002	11,532
11-32-402-038-1004	0
11-32-402-038-1005	13,432
11-32-402-038-1006	7,484
11-32-402-038-1007	7,484
11-32-402-038-1008	8,997
11-32-402-038-1009	12,189
11-32-402-038-1011	12,149
11-32-402-038-1012	12,149
11-32-402-038-1013	18,188
11-32-402-038-1014	7,810
11-32-402-038-1015	13,688
11-32-402-038-1016	7,810
11-32-402-038-1017	12,310
11-32-402-038-1019	7,973
11-32-402-038-1021	12,473
11-32-402-038-1022	12,473
11-32-402-038-1023	647

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER OF EACH LOT, BLOCK, TRACT OR PARCEL REAL ESTATE PROPERTY WITHIN SUCH SUCH PROJECT AREA:	2002 EQUALIZED ASSESSED VALUATION OF EACH LOT, BLOCK, TRACT OR PARCEL WITHIN SUCH PROJECT AREA:
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11-32-402-038-1024	647
11-32-402-038-1025	647
11-32-402-038-1026	647
11-32-402-038-1027	647
11-32-402-038-1028	647
11-32-402-038-1029	810
11-32-402-038-1030	810
11-32-402-038-1031	810
11-32-402-038-1032	810
11-32-402-038-1033	810
11-32-402-038-1034	810
11-32-405-027-0000	3,257,706
11-32-405-028-0000	2,273,111
11-32-405-029-0000	0
11-32-405-030-0000	0
11-32-405-031-0000	0
11-32-405-032-0000	0
11-32-405-033-0000	0
11-32-405-034-0000	0
11-32-405-035-0000	804,526
11-32-405-036-0000	4,952,179
11-32-500-004-0000	0
11-32-500-006-0000	0
11-32-500-007-8001	0
11-32-500-007-8002	0

TOTAL INITIAL EAV FOR TAXCODE: 75012 32,081,318

TOTAL PRINTED: 133

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

2002 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

11-32-324-003-0000	360,635
11-32-324-004-0000	101,210
11-32-324-005-0000	197,510
11-32-324-006-0000	194,606
11-32-324-008-0000	468,439
11-32-325-007-0000	416,289
11-32-326-024-0000	132,163
11-32-326-028-0000	437,326
11-32-327-012-0000	292,513
11-32-327-021-0000	511,035
11-32-328-040-0000	224,053
11-32-328-041-0000	186,975
11-32-328-042-0000	43,561
11-32-328-043-0000	21,758
11-32-328-044-0000	30,545
11-32-329-040-0000	292,562
11-32-329-041-0000	42,702
11-32-329-042-0000	86,041
11-32-329-043-0000	86,041
11-32-329-044-0000	86,041
11-32-329-045-0000	195,957
11-32-330-039-0000	382,936
11-32-330-040-0000	29,158
11-32-330-041-0000	29,158
11-32-330-042-0000	29,158
11-32-330-043-0000	29,158
11-32-330-044-0000	65,259

DATE 08/16/2006 AGENCY: 03-0210-638 TIF CITY OF CHICAGO-DEVON/SHERIDAN

PERMANENT REAL ESTATE INDEX NUMBER
OF EACH LOT, BLOCK, TRACT OR PARCEL
REAL ESTATE PROPERTY WITHIN SUCH
SUCH PROJECT AREA:

2002 EQUALIZED ASSESSED VALUATION
OF EACH LOT, BLOCK, TRACT OR PARCEL
WITHIN SUCH PROJECT AREA:

11-32-330-045-0000

138,609

TOTAL INITIAL EAV FOR TAXCODE: 75013

5,111,398

TOTAL PRINTED: 28

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT K

FORM OF PAYMENT AND PERFORMANCE BOND

A form of payment and performance bond is attached to this exhibit cover sheet.

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

day of

A.D., 199

The Condition of the Above Obligation is such,

That whereas the above

Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of

A.D. 19 . for

SPECIMEN

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and there shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all sums and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all sums and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no office of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved _____, 199____ (Seal)

_____ (Seal)

_____ (Seal)

Purchasing Agent

_____ (Seal)

Approved as to form and legality: _____ (Seal)

_____ (Seal)

Assistant Corporation Counsel

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT L

PUBLIC BENEFITS PROGRAM

As part of the rehabilitation of Mundelein Center, approximately 3,000 sq. ft. of newly renovated space in the middle portion of the building will be dedicated for non-profit/community use, specifically as incubation space for groups associated with the fine and performing arts. It is the University's intention to develop an arts incubation program which will assist fledgling community arts organizations in developing a business plan and achieving a self-sustaining position that will allow them to grow and flourish.

In addition, an integrated program in the fine and performing arts will incorporate a number of community outreach initiatives including a children's theatre, involvement by the community in major theatrical and musical productions and a potential community theatre initiative with students in the academic program at Loyola University.

When Developer receives its first payment of Available Incremental Taxes, Developer will make a \$75,000 payment to the Rodgers Park Community Council for the Council's not-for-profit incubator program. In addition, the Developer will make a \$25,000 payment to the City's Tax Assistance Program.

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA
LOYOLA UNIVERSITY OF CHICAGO**

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT M

RESERVED

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT N

CITY FUNDS REQUISITION FORM

A form of the City Funds Requisition Form is attached to this exhibit cover sheet.

REQUISITION FORM

State of _____)
) SS
COUNTY OF _____)

The affiant, Loyola University of Chicago, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain Loyola University of Chicago Redevelopment Agreement between the Developer and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ _____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement.

Loyola University of Chicago, an Illinois not-for-profit corporation

By: _____

Name _____

Title: _____

Subscribed and sworn before me this ____ day of _____
_____.

My commission expires: _____

**DEVON/SHERIDAN
REDEVELOPMENT PROJECT AREA**

LOYOLA UNIVERSITY OF CHICAGO

Redevelopment Agreement
dated as of August 30, 2006

EXHIBIT O

CITY FORM OF SUBORDINATION AGREEMENT

A form of City subordination agreement for use in connection with Developer's Lender Financing, if any, is attached to this exhibit cover sheet.

This document prepared by and after recording return to:

, Esq.

Assistant Corporation Counsel

Department of Law

121 North LaSalle Street, Room 600

Chicago, IL 60602

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the ___ day of _____, ____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

WITNESSETH:

WHEREAS, [description of the Project]

WHEREAS, [description of financing and security documents] as part of obtaining financing for the Project, the Developer (the "**Borrower**"), have entered into a certain Construction Loan Agreement dated as of _____, 200__ with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \$ _____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____, 200__ and recorded _____, 200__ as document number _____ made by the Borrower to the Lender; and (ii) other security (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

WHEREAS, the Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement, referred to herein along with various other agreements and documents related thereto as the "City Agreements");

WHEREAS, pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02, 8.06 and 8.17] of the Redevelopment Agreement (the "City Encumbrances");

WHEREAS, the City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

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

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including without limitation the Lender's right to receive, and the Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein. Furthermore, nothing herein shall have any effect whatsoever on the respective rights, obligation and covenants of the Lender and the City under that certain Redevelopment Agreement dated _____, 2006. The liabilities and obligations of the Lender with respect to the City Encumbrances and the City Agreements shall be as set forth in Section 16 of the Redevelopment Agreement.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein. Failure of either party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Loan Documents or the City Agreements.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and

decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

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

With a copy to: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the Lender: _____

Attention: _____

With a copy to: _____

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided,

however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

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

[LENDER], [a national banking association]

By: _____

Its: _____

CITY OF CHICAGO

By: _____

Its: _____ Commissioner,
Department of Planning and
Development

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, _____

[Developer], a _____

By: _____

Its: _____

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 _____, personally known to me to be the _____
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 ____ day of _____, _____.

Notary Public

(SEAL)

EXHIBIT A - LEGAL DESCRIPTION