

Contract Summary Sheet

Contract (PO) Number: 29130

Specification Number: 121371

Name of Contractor: OPENLANDS

City Department: DEPT OF HOUSING & ECONOMIC DEVELOPMENT

Title of Contract: Open Space - 4228 W. Ogden

Term of Contract: Start Date: 10/16/2013

End Date: 12/31/2014

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$192,384.07

Brief Description of Work: Open Space - 4228 W. Ogden

Procurement Services Contract Area: COMPTROLLER-OTHER

Vendor Number: 656739

Submission Date:

City disposition ordinance) (the "Project") for the benefit and use of the public and the respective Community Area in which it is located, as more fully described on Exhibit B which is attached hereto and made a part hereof; and

WHEREAS, The City desires to use impact fee funds to pay for development costs associated with Project; and

WHEREAS, HED desires City Council authorization to expend Open Space Fees in an amount not to exceed \$300,000 for the Project as listed on Exhibit B and to create open spaces and recreational facilities in the Community Area; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council find that it is useful, necessary and desirable to acquire the Acquisition Property for the public purposes of establishing such additional open space and public park; and

WHEREAS, HED has recommended that the City Council find that the acquisition of the Acquisition Property is consistent with and in furtherance of one of the primary objectives of the Open Space Plan, which is the expansion of open space within neighborhoods; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit B through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council finds that the acquisition of the Acquisition Property by the City is consistent with and in furtherance of the primary objectives of the Open Space Plan and that such acquisition is useful, desirable and necessary for the public purpose of developing the Project. The City of Chicago, acting through the Commissioner of HED (the "Commissioner"), is hereby authorized to acquire the Acquisition Property. The public purpose shall be satisfied so long as the Acquisition Property is devoted to such public ownership and public use.

SECTION 3. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 4. The Commissioner of HED is authorized to use Open Space Fee proceeds in an amount not to exceed \$300,000 from the corresponding fund to pay for expenses, as set forth on Exhibit B, permitted under the Open Space Ordinance.

SECTION 5. The Commissioner of HED is authorized to execute any and all documents and take any and all action as may be necessary or appropriate to effectuate the development and maintenance of the Project, subject to the approval of the Corporation Counsel.

SECTION 6. The Corporation Counsel is authorized to negotiate for the acquisition by the City of the Acquisition Property. If the Corporation Counsel and Openlands are able to agree on the terms of the purchase, the Corporation Counsel is authorized to negotiate a purchase contract for such Acquisition Property and accept a deed of conveyance of the Acquisition Property from Openlands on behalf of the City for the agreed price.

SECTION 7. Open Space Fees in the amount on Exhibit B from the Community Area's Open Space Fees Funds are hereby appropriated for the purposes described herein.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 9. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Acquisition Property.

(Subject To Final Title Commitment And Survey)

Legal Description.

Parcel 1:

Lot 4 in Wallace L. Dewolf's Subdivision of Lots 12 to 16 of the L. W. Epps Subdivision of that part of the east third of the west half of the northeast quarter, lying north of Ogden Avenue (except the north 5 acres) in Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 3 in Wallace L. Dewolf's Subdivision of Lots 12 to 16 of L. W. Epps Subdivision of the east third of the west half of the northeast quarter, north of Ogden Avenue (except the north 5 acres) in Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lot 2 in Wallace L. Dewolf's Subdivision of Lots 12 to 16 of L. W. Epps Subdivision of the east third of the west half of the northeast quarter, north of Ogden Avenue (except the north 5 acres) in Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 1 in Wallace L. Dewolf's Subdivision of Lots 12 to 16 of L. W. Epps Subdivision of the east third of the west half of the northeast quarter, north of Ogden Avenue (except the north 5 acres) in Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The west 4 feet of Lot 11 in L. W. Epps Subdivision for the east third of the west half of the northeast quarter, north of Ogden Avenue (except the north 5 acres) in Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

4228 -- 4236 West Ogden Avenue
Chicago, Illinois.

Permanent Index Numbers:

16-27-203-054-0000 (Parcel 1);
16-27-203-055-0000 (Parcel 2);
16-27-203-056-0000 (Parcel 3);
16-27-203-057-0000 (Parcel 4); and
16-27-203-058-0000 (Parcel 5).

Exhibit "B".

Description Of Project.

Address: 4228 -- 4236 West Ogden Avenue

Community Area: North Lawndale

Description of Project: Acquisition, enrollment of the Acquisition Property in the Illinois Environmental Protection Agency's Site Remediation Program, and environmental clean-up in preparation for development of a new community managed garden. Subsequent to the City's environmental clean-up of the Acquisition Property upon which the garden is developed, the Acquisition Property shall be conveyed to NeighborSpace, subject to a separate City disposition ordinance, for future ownership and development.

6/26/2013

REPORTS OF COMMITTEES

56427

Project Budget:

Acquisition Cost:	\$185,000
Environmental Clean-up:	<u>265,000</u>
Total:	\$450,000

Funding Sources:

Amount of Open Space Fees:	\$300,000
Aldermanic Menu Funds (Ward 22):	<u>150,000</u>
	<u>\$450,000</u>

LEASE AGREEMENT WITH BLACK ON BLACK LOVE ORGANIZATION FOR CITY-OWNED PROPERTY AT 8828 S. STONY ISLAND AVE.

[O2013-4206]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance from the Department of Fleet and Facility Management authorizing the execution of lease agreement at 8828 South Stony Island Avenue (8th Ward), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PAT DOWELL,
Vice-Chairman.

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement ("Agreement") is made this ____ day of October, 2013, by and between OPENLANDS, an Illinois Not-For-Profit Corporation (the "**Seller**"), having its principal offices at 25 East Washington Street, Suite 1650, Chicago, Illinois 60602, and the CITY OF CHICAGO, an Illinois municipal corporation and home-rule unit of government ("**City**"), acting by and through its Department of Housing and Economic Development or any successor department thereto, having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602.

Recitals

A. Seller is the owner of the real property located at 4228-36 W. Ogden Avenue, Chicago, Illinois 60623, as legally described on Exhibit A attached hereto (together with any improvements situated on such real estate, and, further, all of Seller right, title and interest therein, and any easements and appurtenances thereto, the "**Property**").

B. The City desires to acquire the Property for the public use and public purpose of establishing additional public open space in the North Lawndale Community Area.

C. The City desires to purchase the Property from Seller, and Seller desires to sell the Property to the City, upon the terms and conditions described in this Agreement.

D. The execution of this Agreement by the City and the performance of its obligations hereunder have been authorized by an ordinance adopted by the City Council of the City ("**City Council**") on June 26, 2013, and published at pages 56421 through 56427 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("**Journal**") of such date, (the "**Acquisition Ordinance**").

E. Section 4 of the Acquisition Ordinance authorized the City to reimburse Seller for certain acquisition-related costs as part of the City's purchase price for the Property, limited to Seller's acquisition and holding costs and environmental clean-up costs all of which are included in the Purchase Price as defined in Section 3 below.

Now, therefore, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenants and agrees with the other as follows:

Agreements

1. Incorporation of Recitals

The recitations set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Representations and Warranties

A. *Representations and Warranties of Seller.* To induce the City to execute this Agreement and perform its obligations hereunder, Seller hereby represents and warrants to the City as follows:

- (i) The execution, delivery, and performance by Seller of this Agreement has not constituted and will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement which may affect the Property to which Seller or any party controlling or controlled by Seller is a party or may be bound or affected, or a violation of any law or court order which may affect the Property, any part thereof, any interest therein or the use thereof.
- (ii) Seller has full power and authority to execute and deliver this Agreement and perform its obligations set forth herein, including, without limitation, delivering title to the Property free and clear of all mortgage and other liens.
- (iii) Seller has no knowledge, and have received no notice, that the current use or condition of the Property violates: (a) any statute, law, regulation, rule, ordinance, or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes, or approvals, and environmental protection laws or regulations); or (b) any building permit, restriction of record, or any agreement affecting the Property or any part thereof.
- (iv) Except for mortgages and other liens, if any, which can and shall be satisfied by the payment of money at the Closing, Seller has not: (a) granted, suffered, or permitted any lien, claim, or encumbrance upon the Property or any portion thereof; (b) permitted or suffered any levy, attachment, claim, or restraint to be made affecting the Property; or (c) executed any leases, licenses, or use agreements for the Property which will not be terminated at or before the Closing Date.
- (v) Seller has removed all personal property and non-fixtures belongings from the Property and terminated all utility service to the Property.

B. *Representations and Warranties of the City.* To induce Seller to execute this Agreement and perform their obligations hereunder, the City hereby represents and warrants to Seller as follows:

- (i) To the best of the City's knowledge, the performance by the City of its obligations hereunder will not violate any other agreement to which the City is a party or any court order or decree by which the City is bound.
- (ii) To the best of the City's knowledge, there is no litigation pending against the City that could prevent the City from performing its obligations in accordance with the terms of this Agreement.

C. *Survival of Representations and Warranties.* The parties agree that each of their representations and warranties in this *Section 2* and elsewhere in this Agreement are true as of the date of this Agreement and will be true as of the Closing Date, except with respect to matters which have been disclosed in writing to and approved by the other party. The continued accuracy of the representations and warranties shall be a condition precedent to the obligation of the parties to close the transaction contemplated by this Agreement.

3. Sale and Purchase Price

Subject to the terms, covenants and conditions of this Agreement, the City agrees to purchase the Property from Seller, and Seller agrees to sell the Property to the City, for the sum of One Hundred Ninety-Two Thousand Three Hundred Eighty-Four and 07/100 Dollars (\$192,384.07) (the "**Purchase Price**"). All amounts included in the Purchase Price have been verified by paid receipts or invoices, copies of which have been provided to the City, and shall not exceed the sums set forth in the Acquisition Ordinance. In the event the Purchase Price is insufficient to pay all costs associated with the closing of such sale, Seller shall bear any and all such additional costs.

4. Conveyance of Property

A. *Form of Deed.* Seller shall convey to the City fee simple title to the Property by Special Warranty Deed ("**Deed**"), free and clear of all title exceptions. The Deed shall be duly executed and acknowledged by Seller and in proper form for recording.

B. *The Closing.* The closing of the transaction contemplated by this Agreement ("**Closing**") shall take place at the downtown offices of Greater Illinois Title Company ("**Title Company**") on or before December 31, 2013, or at such other date and time as the parties may mutually agree. The date upon which the transaction contemplated by this Agreement is to close is hereinafter called the "**Closing Date.**"

C. *Escrow.* The Property shall be conveyed by Seller to the City in accordance with the provisions described in this Agreement. The cost of any Title Company closing charges shall be paid by the City, along with any title commitment and title insurance fees.

D. *Condition of Title.* At the Closing, Seller shall deliver (or cause to be delivered) a pro forma policy of title insurance for the Property dated as of the Closing Date that reflects no exceptions to title and includes extended coverage over the standard preprinted exceptions. The cost of such title insurance shall be paid by City, as provided for above. In the event Seller is unable to deliver such pro forma policy of title insurance insuring title in the City subject only to the Permitted Exceptions by the Closing Date, the City may, by written notice to Seller: (a) grant an extension of time to Seller for such period of time that the parties deem necessary for Seller to remove the unpermitted exceptions; (b) accept title subject to any unpermitted exceptions; or (c) terminate this Agreement by written notice to Seller. The City may, at its expense, obtain such additional endorsements to the title policy as it deems necessary. If any unpermitted exceptions consist of levies, claims, liens, or encumbrances capable of being satisfied by the payment of money ("**Monetary Claims**"), Seller shall pay and cause all such Monetary Claims to be released.

E. *Utilities; Taxes.* At the Closing, Seller shall deliver evidence from the local governmental authority that all general real estate taxes that are due and payable, if any, have been paid in full. The parties hereby acknowledge that the Property is uninhabited, and Seller covenants that it has received no utility bills during its period of ownership of the Property that remain unpaid.

F. *Brokers.* The parties represent and warrant to each other that no person or entity has been engaged, utilized, or dealt with that would be entitled to a broker's commission or finder's fee in connection with the sale of the Property. In the event that any claim is asserted for such commission or fee, the party deemed to be responsible for such claim shall indemnify, defend and hold the non-responsible party harmless from and against any such claim.

G. *Compliance with Applicable Laws.* The parties shall comply with all applicable federal, state, and local laws and regulations governing the sale of the Property.

H. *Date of Possession.* Seller shall deliver possession of the Property to the City at Closing free and clear of all leases, licenses, use agreements, property management agreements, or other agreements applicable to the Property, whether written or oral, recorded or unrecorded.

5. Conditions to Closing

The obligation of the City to consummate the transaction contemplated in this Agreement is subject to the following conditions, any of which may be waived by the City on or before the Closing Date:

- (a) There shall be no administrative action, litigation or other governmental proceedings of any kind pending or threatened against Seller or the Property that would adversely affect the value of the Property.
- (b) This Agreement shall not have been terminated by either party in accordance with the terms hereof.
- (c) Seller shall have performed all of the obligations and covenants undertaken by Seller to be performed prior to the Closing, including, without limitation, those specified in *Section 4*.
- (d) The Seller has delivered to the City the Seller's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Seller, each as certified to be true and correct copies by the secretary of the Seller; any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing; resolutions authorizing the Seller to execute and deliver this Agreement, and signatures of the officer(s) signing this Agreement, and such other corporate authority and organizational documents as the City may reasonably request.

6. Environmental Matters

A. *Environmental Reports*. Seller covenant that they have delivered to the City copies of all existing soil, environmental, engineering, or other reports or studies relating to the Property in Seller possession.

B. *Title Commitments and Survey*. Seller covenants that it has delivered to the City copies of all existing title commitments, title documents, and surveys relating to the Property in Seller possession.

7. City's Right To Enter The Property

Seller shall permit the City or its authorized representatives, agents and contractors to enter onto the Property from time to time for the purpose of performing

demolition studies, tests, environmental audits, and other inspections, studies, and tests on the Property as the City shall reasonably deem necessary. The City shall require any party hired by the City to perform such inspections and tests to maintain liability insurance in amounts and coverages reasonably acceptable to Seller.

8. Remedies

A. *Time Is of the Essence.* The parties agree that time is of the essence in the performance of their obligations under this Agreement and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday, or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. *Breach.* In the event of a default by a party in the performance of its obligations under this Agreement, such party upon written notice from the other, shall immediately proceed to cure or remedy such default. In the event of a default by Seller that has not been cured within a reasonable time, the City may terminate this Agreement by giving written notice thereof to Seller and may institute such proceedings at law or in equity as may be desirable in its sole discretion to remedy the default, including but not limited to, proceedings to compel specific performance. In the event of a default by the City that has not been cured within a reasonable time, Seller may, as its sole and exclusive remedy, terminate this Agreement by giving written notice thereof to the City.

C. *Waiver and Estoppel.* Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of said party with respect to any other defaults of the other party.

9. Conflict Of Interest; City's Representatives Not Individually Liable

No agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such agent, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to Seller or any successor in interest in the event of any default or breach by the City.

10. Provisions Not Merged Within Deed

The provisions of this Agreement shall not be merged with the Deed, and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

11. Headings

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

14. Severability

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

15. Notices

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile or other form of electronic mail; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to Seller: Openlands
25 East Washington Street, Suite 1650
Chicago, Illinois 60602
Attention: Emy Brawley
Email: EBrawley@openlands.org
Telephone: (312) 863-6274
Fax: (312) 427-6251

If to the City: Department of Housing and Economic Development
City of Chicago
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Nelson Chueng
Email: Nelson.Chueng@cityofchicago.org
Telephone: (312) 744-5756
Fax: (312) 744-7996

with a copy to: Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Steve Holler
Email: Steven.Holler@cityofchicago.org
Telephone: (312) 742-6934
Fax: (312) 742-0277

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile or electronic mail, respectively, provided that such facsimile or electronic mail, transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this *Section 15* shall constitute delivery.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

17. Amendments

Subject to the terms and conditions of the Acquisition Ordinance, this Agreement may only be amended by the parties in writing. Any such amendment shall become effective upon its execution by the parties.

18. Successors And Assigns

The terms of this Agreement shall be binding upon the City and Seller, and their respective legal representatives, successors and assigns. Notwithstanding the foregoing, neither party may assign its rights hereunder without the prior written consent of the other party prior to the Closing, including excusing customary “gap” undertakings, affidavits of title, transfer tax declarations, and a joint Statement by Grantor and Grantee.

19. Other Acts

The parties agree to perform such other acts, and to execute, acknowledge, and deliver such other instruments, documents, and materials as may be reasonable to consummate the transaction contemplated in this Agreement.

20. Prohibition on Certain Contributions – Mayor’s Executive Order 2011-4

Seller agrees that Seller, any person or entity who directly or indirectly has an ownership or beneficial interest in Seller of more than 7.5 percent (“**Owners**”), spouses and domestic partners of such Owners, the Seller’s contractors (i.e., any person or entity in direct contractual privity with Seller 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 (Seller and all the other preceding classes of persons and entities are together, the “**Identified Parties**”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “**Mayor**”) or to his political fundraising committee (i) after execution of this Agreement by Seller; (ii) while this Agreement or any Other Contract is executory; (iii) during the term of this Agreement or any Other Contract between Seller and the City; or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Seller represents and warrants that from the later of (i) May 16, 2011, or (ii) the date the City approached Seller or the date Seller 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.

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

Seller agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Seller 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. 2011-4 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 Seller intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of the transaction contemplated by this Agreement, the City may elect to decline to close.

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 Seller is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (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, as amended.

Individuals are **"domestic partners"** if they satisfy the following:

- (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, as amended.

21. Shakman

(i) The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” (the “Shakman Accord”) and the August 16, 2007 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Seller is aware that City policy prohibits City employees from directing any individual to apply for a position with Seller, either as an employee or as a subcontractor, and from directing Seller to hire an individual as an employee or as a subcontractor. Accordingly, Seller must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Seller under this Agreement are employees or subcontractors of Seller, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Seller.

(iii) Seller will not condition, base, or knowingly prejudice or affect any

term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Seller by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Seller will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Seller will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract..

22. Business Relationships

Seller acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code; (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "**Business Relationship**" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship; and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Seller hereby represents and warrants that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

23. Waste Ordinance Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code, Seller represents and warrants that they, and to the best of its knowledge, their contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "**Waste Sections**"). During the period while this Agreement is executory, Seller's, any general contractor's, or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This *Section 23* does not limit Seller, any general contractor's, and any subcontractor's duty to comply with all applicable laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with the terms and conditions of this *Section 23* may be used by the City as grounds for the termination of this Agreement, and may further affect Seller eligibility for future contract awards.

24. Failure to Maintain Eligibility to do Business with the City.

Failure by Seller or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Seller shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

25. Inspector General and Legislative Inspector General

It is the duty of every officer, employee, department, agency, contractor, subcontractor, seller and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. Seller understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

(Signatures Appear On Following Page)

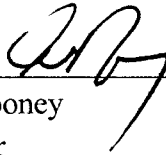
In witness whereof, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

CITY OF CHICAGO,

an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By: _____

Andrew J. Mooney
Commissioner



OPENLANDS,

an Illinois Not-For-Profit Corporation

By: _____

Name: _____

Its: _____

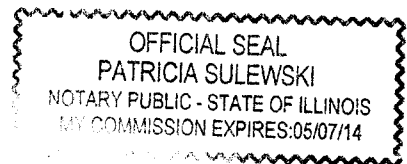
STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Patricia Sulewski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Andrew J. Mooney**, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, 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 being first duly sworn by me acknowledged that as the Commissioner, he signed and delivered the instrument pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 18th day of October, 2013.

Patricia Sulewski
NOTARY PUBLIC

Commission expires: 5/7/14



STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, DIANE SOTIROS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT MEGQUICK, 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 being first duly sworn by me acknowledged that as C.O.O. s/he signed and delivered the instrument pursuant to authority given by Openlands, an Illinois not-for-profit corporation as his/her free and voluntary act and as the free and voluntary act of Openlands for the uses and purposes therein set forth.

GIVEN under my notarial seal this 16 day of October, 2013.

Diane Sotiros
NOTARY PUBLIC

Commission expires: 4/5/16



EXHIBIT A

Legal Description

PARCEL 1:

LOT 4 IN WALLACE L. DEWOLF'S SUBDIVISION OF LOTS 12 TO 16 OF THE L.W. EPPS SUBDIVISION OF THAT PART OF THE EAST 1/3 OF THE WEST ½ OF THE NORTHEAST ¼, LYING NORTH OF ODGEN AVENUE. (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 3 IN WALLACE L. DEWOLF'S SUBDIVISION OF LOTS 12 TO 16 OF L.W. EPPS SUBDIVISION OF THE EAST 1/3 OF THE WEST ½ OF THE NORTHEAST ¼, NORTH OF OGDEN AVENUE (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 3:

LOT 2 IN WALLACE L. DEWOLF'S SUBDIVISION OF LOTS 12 TO 16 OF L.W. EPPS SUBDIVISION OF THE EAST 1/3 OF THE WEST ½ OF THE NORTHEAST 1/4 , NORTH OF OGDEN AVENUE (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 4:

LOT 1 IN WALLACE L. DEWOLF'S SUBDIVISION OF LOTS 12 TO 16 OF L.W. EPPS SUBDIVISION OF THE EAST 1/3 OF THE WEST ½ OF THE NORTHEAST 1/4 , NORTH OF OGDEN AVENUE (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 5:

THE WEST 4 FEET OF LOT 11 IN L.W. EPPS SUBDIVISION FOR THE EAST
1/3 OF THE WEST ½ OF THE NORTHEAST 1/4 , NORTH OF OGDEN
AVENUE (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.

Common Address: 4228-4236 W. Ogden Avenue, Chicago, Illinois

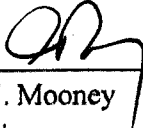
PINS: 16-27-203-054-0000 (Parcel 1)
16-27-203-055-0000 (Parcel 2)
16-27-203-056-0000 (Parcel 3)
16-27-203-057-0000 (Parcel 4)
16-27-203-058-0000 (Parcel 5)

In witness whereof, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

CITY OF CHICAGO,

an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By: _____


Andrew J. Mooney
Commissioner

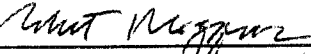
OPENLANDS,

an Illinois Not-For-Profit Corporation

By: _____

Name: _____

Its: _____


ROBERT McQUINN
CHIEF OPERATING OFFICER