



Office of Chicago City Clerk



O2011-3765

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	5/4/2011
Sponsor(s):	Mayor Daley
Type:	Ordinance
Title:	Sale of City-owned property at 7296 S. South Chicago Ave. (additional addresses)
Committee(s) Assignment:	Committee on Housing and Real Estate

HSG-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RICHARD M. DALEY
MAYOR

May 4, 2011

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard M. Daley".

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Comer Science and Education Foundation, an Illinois not-for-profit corporation and private foundation (the "Developer"), provides support to cultural institutions and other not-for-profit organizations in the areas of education, environment, health and social services; and

WHEREAS, the City is the owner of two non-contiguous parcels of real property commonly known as 7230-7244 and 7296 S. South Chicago Avenue, which are legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, the Foundation is the owner of the real property commonly known as 7256-7280 S. South Chicago Avenue, which is located between the two parcels comprising the City Land (such land, the "Comer Land", and, together with the City Land, collectively, the "Garden Site," and together comprise approximately 1.76 acres of vacant land; and

WHEREAS, the Garden Site is located across South Chicago Avenue from the Gary Comer Youth Center ("Youth Center"); and

WHEREAS, the Youth Center operates a rooftop garden and offers innovative gardening and culinary programs; and

WHEREAS, the rooftop garden has annually produced about 1,000 pounds of produce through the combined efforts of a garden manager, students, senior citizens and other volunteers from the community; and

WHEREAS, produce from the rooftop garden was donated to community members and food pantries and used in the Youth Center's culinary programs; and

WHEREAS, the City, as landlord, has previously leased the City Land to the Developer, as tenant, for inclusion in the Garden site and for the Youth Center's community gardening activities; and

WHEREAS, the City now desires to sell the City Land to the Developer for One Dollar (\$1.00) and in consideration of Developer's other covenants, undertakings and agreements under this Redevelopment Agreement (as hereinafter defined) for the continued operation and management of a vegetable and perennial garden (the "Project"); and

WHEREAS, the Project will teach young people how to turn vacant land into a source of local produce, encourage land stewardship and healthy eating habits, provide job-training and employment opportunities, and increase community access to locally-grown organic produce; and

WHEREAS, the City Land is located in the 73rd/University Tax Increment Financing

Redevelopment Project Area (the "TIF Area") established pursuant to ordinances adopted by the City Council of the City ("City Council") on September 13, 2006 and published in the Journal of the Proceedings of the City Council for such date at page 83559 through 83667; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the TIF Area ("TIF Plan"); and

WHEREAS, pursuant to Resolution 11-CDC-18 (the "Resolution") adopted by the Community Development Commission of the City of Chicago (the "Commission") on April 12, 2011, the Commission authorized DHED to publish notice pursuant to Section 5/11-74.4(c) of the Act of its intention to negotiate a redevelopment agreement with the Developer for the Project, including the conveyance of the City Land, which has a fair market value of Two Hundred Sixty Thousand and No/100 Dollars (\$260,000), to the Developer for One Dollar (\$1.00) and to request alternative proposals for redevelopment of the City Land; and

WHEREAS, DHED published the notice in the Chicago Sun-Times, a newspaper of general circulation on April 6, 2011, April 17, 2011, April 24, 2011 and May 1, 2011, requested alternative proposals for the redevelopment of the City Land and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, since no other responsive proposals were received by DHED for the redevelopment of the City Land within 28 days after such publication, pursuant to the Resolution, the Commission has recommended that the Developer be designated as the developer for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to the Developer in the amount of One and 00/100 Dollars (\$1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B to this ordinance (the "Redevelopment Agreement"). The Commissioner of DHED (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

EXHIBIT A

LEGAL DESCRIPTION OF CITY LAND

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 1 TO 4 (EXCEPT THAT PART OF LOTS LYING SOUTHWESTERLY OF A LINE DRAWN PARALLEL WITH NORTHEASTERLY LINE OF SAID LOTS 40 FEET DISTANT FROM SOUTHWESTERLY LINE OF SAID LOT 2) IN BLOCK 12 IN CORNELL, BEING A SUBDIVISION OF THE WEST ½ OF SECTION 26 AND THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7296 S. SOUTH CHICAGO AVENUE
CHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-038-0000

LOTS 26 AND 27 IN C. P. KEENEY'S SUBDIVISION OF LOTS 1 TO 18 IN BLOCK 8 AND LOTS 1 TO 18 IN BLOCK 11 IN CORNELL, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE VACATED 20 FOOT ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 26 AND 27 AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7230 S. SOUTH CHICAGO AVENUE
CHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-025-0000

LOTS 28 AND 29 IN C. P. KEENEY'S SUBDIVISION OF LOTS 1 TO 18 IN BLOCK 8 AND LOTS 1 TO 18 IN BLOCK 11 IN CORNELL, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE VACATED 20 FOOT ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOTS 28 AND 29 AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7236 S. SOUTH CHICAGO AVENUE
CHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-026-0000

LOTS 14 TO 18 IN BLOCK 12 IN CORNELL, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

ALSO

THAT PART OF THE VACATED 20 FOOT ALLEY LYING SOUTHWESTERLY OF AND
ADJOINING LOTS 14 TO 18 AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7244 S. SOUTH GHICAGO AVENUE
GHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-027-0000

EXHIBIT B

Form of Redevelopment Agreement

[SEE ATTACHMENT]

(The Above Space For Recorder's Use Only)

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("**Agreement**") is made and entered into this ____ day of _____, 2011, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "**City**"), acting by and through its Department Housing and Economic Development ("**DHED**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and the **COMER SCIENCE AND EDUCATION FOUNDATION**, an Illinois not-for-profit corporation ("**Developer**"), having its principal offices at 20875 Crossroads Circle, Suite 100, Waukesha, Wisconsin 53186.

RECITALS

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Developer is a not-for-profit corporation and private foundation that provides support to cultural institutions and other not-for-profit organizations in the areas of education, environment, health and social services; and

WHEREAS, the City is the owner of two non-contiguous parcels of real property commonly known as 7230-7244 and 7296 S. South Chicago Avenue, which are legally described on Exhibit A attached hereto (the "**City Land**"); and

WHEREAS, Comer Science and Education Foundation, an Illinois limited liability company and a wholly-owned subsidiary of Developer, is the owner of the real property commonly known as 7256-72 and 7280 S. South Chicago Avenue, which is legally described on Exhibit B attached hereto and which is located between the two parcels comprising the City Land (the "**Comer Land**"); and

WHEREAS, the **REDI Land**, the **Comer Land** and the **City Land** are collectively referred to herein as the "**Garden Site**," and together comprise approximately 1.76 acres of vacant land; and

WHEREAS, the **Garden Site** is located across South Chicago Avenue from the Gary Comer Youth Center ("**Youth Center**"); and

WHEREAS, the Youth Center operates a rooftop garden and offers innovative gardening and culinary programs; and

WHEREAS, the rooftop garden has annually produced about 1,000 pounds of produce through the combined efforts of a garden manager, students, senior citizens and other volunteers from the community; and

WHEREAS, produce from the rooftop garden was donated to community members and food pantries and used in the Youth Center's culinary programs; and

alternative proposals for the redevelopment of the City Land and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, since no other responsive proposals were received by DHED for the redevelopment of the City Land within 28 days after such publication, pursuant to the Resolution, the Commission has recommended that the Developer be designated as the developer for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; and

WHEREAS, the City Council of the City ("City Council"), pursuant to an ordinance adopted on _____, 201__, and published at pages _____ through _____ in the Journal of Proceedings of the City Council of such date, authorized the execution of this Agreement;

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

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. DEFINITIONS. In addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"City Parties" means the City, and its officers, agents, agencies, departments, employees, representatives, consultants, engineers, contractors, subcontractors, materialmen, licensees, guests, and others who may have been or may be on the City Land at the invitation of any one of them.

"DOE" means the City's Department of Environment and any successor department thereto.

"Environmental Costs" means any response costs, natural resource damages, injuries to person or property, cost recovery or contribution claims, toxic tort claims, and the costs of any investigation, cleanup, monitoring, remedial, removal, containment or restoration work associated with the City Land or any improvements, facilities or operations located or formerly located thereon.

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all regulations promulgated thereunder, and all analogous state and local counterparts or

equivalents, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*, and any theory of common law tort or toxic tort, including, without limitation, negligence, trespass, nuisance, strict liability or ultrahazardous activity.

"Final NFR Letter" means a final comprehensive NFR Letter, as amended or supplemented from time to time, approving the use of the City Land for the Project. The Final NFR Letter shall state that the City Land meets TACO Tier 1 remediation objectives for residential properties as set forth in 35 IAC Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA and DOE.

"Hazardous Substance(s)" 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 Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (RCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold.

"IEPA" means the Illinois Environmental Protection Agency and any successor department thereto.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, consultants' and experts' fees and expenses and court costs).

"Municipal Code" means the Municipal Code of the City of Chicago, as amended.

"NFR Letter" means a "No Further Remediation" letter issued by the IEPA pursuant to the SRP and, with respect to any USTs subject to Title 16 of the Illinois Environmental Protection Act, a "No Further Remediation" letter with respect to such USTs pursuant to Title 16, whichever is applicable, as amended or supplemented from time to time.

"Plans" means final plans for the Project, including (a) a final dimensioned site plan illustrating setbacks, locations of the raised beds, fence location, landscaped areas and fencing details; and (b) a final storm water management plan.

"Special Waste" means all materials that require management as a special waste, as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

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

thereunder.

"Taxes" means all ad valorem taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind or nature whatsoever, including but not limited to assessments for public improvements or benefits.

"Developer Parties" means Developer, its directors, officers, employees, agents, representatives, consultants, engineers, contractors, subcontractors, materialmen, licensees, guests, invitees and others who may have been or may be on the City Land at the invitation of any one of them, including, without limitation, the Delta Institute and Shaw Environmental & Infrastructure Group.

"UST(s)" means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (a) any underground storage tank as defined in 415 ILCS 5/57.2, (b) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (c) any tank used for storing heating oil for consumption on the City Land where stored, (d) any septic tank, (e) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (f) any pipes connected to items (a) through (e) above.

SECTION 3. PURCHASE PRICE; EARNEST MONEY AND PERFORMANCE DEPOSIT. The City hereby agrees to sell to the Developer, and the Developer hereby agrees to purchase, upon and subject to the conditions hereinafter provided, the City Land for the sum of One and 00/100 Dollars (\$1.00) (the "Purchase Price"), to be paid to the City at the Closing (as defined in Section 4). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. This Agreement is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the closing date. No earnest money or performance deposit shall be required.

SECTION 4. 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"), 120 North LaSalle Street, Suite 900, Chicago, Illinois 60602 (or such other title company as Developer may select), within thirty (30) days after the Developer has obtained all necessary zoning, building permits and other governmental approvals for the Project, as required pursuant to Section 7 hereof, or on such date and at such place as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur (a) unless and until the Developer has satisfied all conditions precedent set forth in Section 7 hereof, unless the Commissioner of DHED (the "Commissioner"), in his sole discretion, waives such conditions, and (b) any later than December 31, 2011 the "Outside Closing Date"), unless the Commissioner, in his sole discretion, extends such Outside Closing Date by not more than six (6) months. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City shall also deliver its quitclaim deed ("Deed"), subject to the terms of this Agreement and the following:

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;
- (c) all easements, encroachments, covenants and restrictions of record and not shown of record;

- (d) such other title defects as may exist;
- (e) any and all exceptions caused by the acts of the Developer or its agents;
- (f) a deed covenant restricting the City Land to the uses permitted under Section 6.1 below, which covenant shall run with the land in perpetuity.

Developer, at its expense, shall obtain such title insurance and survey as it deems necessary or appropriate.

SECTION 5. INSPECTION AND ACCEPTANCE OF RISK. Developer acknowledges that it has been in possession of, and is fully familiar with, the condition of the City Land and has, prior to the Closing Date, made such inspections as it desires of the City Land and all factors relevant to its use. Developer accepts the risk that any inspection may not disclose all material matters affecting the City Land. Developer agrees to accept the City Land in its "as is," "where is" and "with all faults" condition on the Closing Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the City Land, including, without limitation: (a) the structural, physical or environmental condition of the City Land; (b) the suitability of the City Land for any purpose whatsoever; (c) the state of repair of the City Land or the condition of soil, geology, groundwater, or any other physical characteristic of the City Land; (d) compliance of the City Land with any applicable Laws, including, without limitation, Environmental Laws; or (e) the presence or removal of Hazardous Substances or environmental conditions in, on, under or about the City Land. Developer acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. Developer agrees that it is Developer's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the City Land in a condition suitable for its intended use.

SECTION 6. USE OF PROPERTY.

6.1 Permitted Use. Developer may use the City Land for the Project and for no other purpose.

6.2 Prohibited Uses. Developer shall not use or occupy the City Land, or permit others to use or occupy the City Land, in any manner that would (a) violate any Laws that may be applicable to the City Land or to the use of the City Land, (b) constitute a public or private nuisance, (c) materially damage or waste the City Land, (d) give rise to a claim of adverse possession or usage by any third party, (e) discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income; (f) damage the reputation of, or otherwise be injurious to, the City Land or neighborhood, or increase the rate of insurance on the City Land; or (g) cause a fire hazard or safety hazard. Developer further covenants that the City Land shall not be used for any religious purposes, and that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the City Land.

6.3 Gardening Standards. Developer shall comply, and require others to comply, with the following gardening standards:

- (a) Pesticides and herbicides are prohibited.

(b) All plants shall be grown in raised garden beds, as described in Exhibit F attached hereto.

(c) Developer shall not undertake any activity which could disturb the integrity of the clay cap underlying each raised bed.

(d) Developer, at its sole cost and expense, shall maintain the raised garden beds in accordance with the specifications set forth in Exhibit F, including, without limitation, supplementing the soil, compost or other growing or fill material as needed to maintain a minimum 24" layer of such material above the clay cap, and supplementing the wood chips as necessary. Any growing medium that Developer imports is subject to the testing and approval requirements set forth in subsection (e) below.

(e) Developer may not bring any soil, compost or other growing or fill material onto the City Land without DOE's prior written approval. Such material must meet TACO Tier 1 remediation objectives for residential and construction worker exposure routes as set forth in 35 IAC Part 742. Developer shall test such material at a rate of 1 sample per 500 cubic yards for the Target Compound List (TCL) in 35 IAC Part 740. In addition to the TACO Tier 1 remedial objectives, compost material must meet the performance standards and testing requirements for general use compost in 35 IAC Part 830. Developer shall promptly submit all test results to DOE for review and approval.

(f) Developer shall dispose of weeds and plant materials in designated compost areas. If Developer composts more than 25 cubic yards at any one time, Developer must first obtain all required permits. Developer may only compost vegetable matter grown on the City Land, and may not use such compost material on other property.

(g) Developer may not make any alterations, construct any improvements or place any fixtures on the City Land, except in accordance with Plans submitted to and approved by DHED. This includes, without limitation, landscaping, fences, lighting, benches, signs, farm stands, garden sheds and other accessory buildings. Notwithstanding the foregoing, Developer may build hoop houses over the raised garden beds.

(h) Developer may not plant, cut down, damage or remove any trees, bushes, shrubs or other landscaping from the City Land without DHED's prior written approval.

(i) Developer shall require gardeners to conduct their activities on the Garden Site in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live in the neighborhood or create any public or private nuisance.

(j) No on-site parking or motorized vehicles are allowed on the City Land, except in the area depicted in the site plan attached hereto as Exhibit G.

(k) No bee hives are allowed on the City Land.

(l) Developer shall maintain all fuel-powered equipment used on the City Land in good condition and repair, with no leaks. If fuel-powered equipment breaks, Developer shall repair such equipment within 30 days or remove it from the City Land. If Developer performs equipment repairs or fueling on the City Land, Developer shall implement proper petroleum spill prevention and control measures and best management practices, including, without limitation, providing secondary containment for any fuel storage or during fuel transfer, conducting fuel transfer and equipment repairs on a paved surface, and storing and maintaining spill response materials on the City Land.

Notwithstanding the above, in the event that the City Council passes legislation regulating urban gardening, and the Commissioner of DHED reasonably determines that such legislation establishes gardening practices reasonably comparable to the above standards (it being understood that such legislation need not address all of the matters set forth above, and may prescribe alternative health and safety measures to those set forth above), such Commissioner shall have the administrative discretion to amend this Agreement to and to prepare and record a release of certain or all of the use restrictions set forth in this Section 6.3. Developer shall thereafter comply with such applicable City legislation.

SECTION 7. CONSTRUCTION OF PROJECT.

7.1 Approved Plans. Developer shall construct the Project in accordance with Plans submitted to and approved by DHED. No material deviation from the approved Plans may be made without the prior written approval of DHED. The Plans shall at all times conform to the TIF Plan, the Final NFR Letter and all applicable Laws.

7.2 Government Approvals. Developer shall secure all permits and other final governmental approvals necessary to construct and operate the Project, and shall submit evidence thereof to DHED prior to commencing any work on the City Land. All work undertaken by Developer pursuant to this Agreement shall be performed in compliance with all applicable Laws.

7.3 Limited Applicability. Any approval given by DHED or DOE pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the City Land, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Land or any part thereof.

7.4 Organization and Authority Documents. The Developer shall deliver to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the bylaws of the Developer, as certified by the secretary of the Developer; or resolutions authorizing the Developer to execute and deliver this Agreement and 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; and such other authority and organizational documents as the City may reasonably request.

SECTION 8. CONSTRUCTION AND COMPLETION OF THE PROJECT. The Developer shall commence construction of the Project no later than October 30, 2011, and shall complete the

Project (as evidenced by the issuance of a Certificate of Completion) no later than June 30, 2012; provided, however, the Commissioner, in his sole discretion, may extend the construction commencement and completion dates one-time by up to six months. The Developer shall construct the Project in accordance with the Drawings, and all Laws and covenants and restrictions of record. Upon completion of the Project, the Developer shall request that the City inspect the improvements. The City shall thereafter inspect the Project to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Certificate of Completion ("Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Request for Inspection. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, nor shall it serve as any guaranty as to the quality of the construction.

SECTION 9. ENVIRONMENTAL MATTERS.

9.1 Remediation of City Land. [UPDATE IF FINAL NFRL HAS BEEN RECEIVED] The Delta Institute has previously enrolled the Garden Site, including the City Land, in the IEPA's SRP Program, and has performed certain investigative and remediation activities since that date. Developer covenants and agrees to complete, or cause the completion, of any and all investigation, remediation, response, removal, monitoring and other activities necessary at or in the vicinity of the City Land in order to obtain a Final NFR Letter from the IEPA for the City Land (collectively, "Environmental Remediation Work"). Developer shall continuously and diligently pursue the Final NFR Letter using all reasonable means. DOE shall have the right to review and approve all correspondence, work plans, reports and other documents to be submitted to the IEPA in connection with the request for a Final NFR Letter ("Work Plans or Reports"). DOE may approve or disapprove any Work Plans or Reports within fifteen (15) days of receipt. If DOE disapproves any such Work Plans or Reports, DOE shall specify the reasons for disapproval and identify the conditions for approval. If DOE does not approve or disapprove any original or resubmitted Work Plans or Reports within 15 days of receipt, then such Work Plans or Reports will be deemed disapproved. Developer shall be responsible for the proper disposal of any soils, Hazardous Substances, Special Waste, debris and other materials that any Developer Party removes or excavates in connection with the Environmental Remediation Work. Developer shall be deemed the generator on all manifests for the disposal of Hazardous Substances and Special Waste resulting from Developer's activities. DOE shall have the right to approve both disposers and disposal facilities, which approval shall not be unreasonably withheld.

9.2 Final NFR Letter Required for Gardening. Developer acknowledges and agrees that it may not commence planting or gardening activities on the City Land until the IEPA has issued and the City has approved a Final NFR Letter, unless Developer obtains DOE's prior

written approval. If DOE provides such approval and Developer elects to commence any activities on the City Land prior to issuance of a Final NFR Letter, Developer acknowledges and agrees that it does so at its own risk.

9.3 Release. Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City Parties from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the City Land or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the City Land, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the City Land or the migration of Hazardous Substances from or to other property; and (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA.

9.4 Indemnification. Developer shall defend, indemnify, and hold the City Parties harmless from and against any and all Losses which may now or in the future be paid, incurred or suffered by or asserted against the City by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, (a) the escape, seepage, leakage, spillage, discharge, emission, deposit or release of any Hazardous Substances on, in, under or from the City Land as a result of the actions or omissions of Developer; or (b) a breach by Developer of Developer's obligations under this Section 9.

9.5 Additional Environmental Terms.

(a) Developer shall, at its sole expense, comply with all Environmental Laws that are or may become applicable to Developer's activities on the City Land.

(b) Developer shall not handle, use, generate, treat, store or dispose of any Hazardous Substances in, on, under or about the City Land, except in connection with the Environmental Remediation Work.

(c) If there is a release or threatened release of any Hazardous Substances attributable to the operations or activities of Developer Parties, Developer shall notify the City as soon as practicable, but in no event more than three (3) days following such release or threatened release, and, if required by any applicable Laws, Developer shall investigate and remediate the condition in accordance with TACO Tier 1 remediation objectives for residential properties.

(d) Developer shall comply with all terms and conditions of the Final NFR Letter.

(e) Developer shall maintain and, upon request, make available to the City, free of charge, copies of all: (i) environmental reports and other documents relating to the environmental condition of the City Land; (ii) transportation or disposal contracts

relating to Hazardous Substances and associated inspection logs, manifests, schedules, receipts, load tickets and other information obtained by Developer that tracks the generation, handling, storage, treatment and disposal of Hazardous Substances, as well as all other records required by any applicable Environmental Laws; and (iii) permits issued to Developer under any applicable Environmental Laws. Developer shall provide such copies within ten (10) calendar days of receipt of the City's request.

9.6 Survival. This Section 9 shall survive the Closing Date.

SECTION 10 MAINTENANCE AND SECURITY

10.1 Developer's Duty to Maintain City Land. Developer shall, at its sole expense, maintain the City Land in a state of good order, condition and repair, and in compliance with all applicable Laws, including, without limitation, all applicable provisions of the Municipal Code.

10.2 Security. Developer shall be responsible for securing the City Land at all times and preventing illegal and unauthorized uses of the City Land, including, without limitation, vandalism and fly dumping.

SECTION 11. NO TRANSFER OR ASSIGNMENT. Developer shall not transfer or assign any of its interest in the City Land or this Agreement, or permit others to use or occupy any portion of the City Land, or grant any license, concession, franchise or other rights or interest in this Agreement or the City Land, voluntarily, by operation of law or otherwise (collectively, "Transfers"), without in each case obtaining the prior written consent of the Commissioner. The City hereby consents to permitting enrolled participants in Youth Center programs access to and use of the City Land in accordance with the terms of this Agreement. Any attempt by Developer to Transfer an interest in this Agreement or the City Land, by document or other agreement or by operation of law in violation of the terms of this Agreement, shall be void and confer no rights on any third party and shall, at the City's option, constitute a default under this Agreement. If the City permits any assignment hereunder, the assignee shall be deemed to have assumed all of the obligations of Developer under this Agreement. No Transfer shall relieve Developer of any of its obligations hereunder. Developer shall furnish the City, for its prior written consent, a copy of each Transfer document it proposes to execute. Such consent may include the requirement to delete, add or change provisions in the proposed agreement as the City shall deem necessary to protect its interests, but which shall not materially alter Developer's rights or obligations under this Agreement. Consent to any Transfer shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under the Agreement. In the event of such Transfer, the approved transferee shall submit an Economic Disclosure Statement and Affidavit to the City.

SECTION 12. INSURANCE. Developer shall procure and maintain at all times, at Developer's own expense, or cause to be procured and maintained, during the Agreement Term, insurance coverage as specified in Exhibit H attached hereto, insuring all operations related to this Agreement with insurance companies authorized to do business in the State of Illinois.

SECTION 13. GENERAL INDEMNIFICATION AND RELEASE. Developer is and shall be in exclusive control and possession of the City Land as provided herein, and the City shall have no liability or responsibility for damage or loss to any property or injury or death to any persons on or about the City Land. Developer agrees to assume all risk of damage or loss to property and injury or death to persons by reason of or incident to the possession and/or use of

the City Land, or the activities conducted by Developer or any Developer Parties under this Agreement. Developer expressly waives all claims against the City Parties for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the City Land or the conduct of activities under this Agreement. Developer further agrees to indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City Parties harmless from and against any and all Losses incurred in connection with, arising out of or incident to: (a) any damage or loss to property or injury or death to any person occurring in, on or about the City Land; (b) any act or omission of Developer or any of the Developer Parties, (c) any entry upon or use of the City Land by or on behalf of Developer or any of the Developer Parties in connection with this Agreement, (d) Developer's performance of or failure to perform any of Developer's obligations under this Agreement, (e) Developer's noncompliance with or violation of any applicable Laws, or (f) Developer's possession and/or use of the City Land or any activities conducted or services furnished in connection with or pursuant to this Agreement. The foregoing release and indemnity shall survive any termination of this Agreement.

SECTION 14. CITY'S RIGHT TO CURE. The City may, but shall not be obligated to, cure at any time, with prior written notice of at least thirty (30) days (except in an emergency), any failure by Developer to perform under this Agreement and whenever the City so elects, all reasonable costs and expenses incurred by the City in curing such failure, including, without limitation, reasonable attorney's fees, shall be paid by Developer to the City on demand.

SECTION 15. CITY'S RIGHT OF ACCESS. Without limiting any other rights reserved or available to the City under this Agreement, at law or in equity, the City reserves for itself and its employees, contractors, consultants, agents and representatives, the right to enter upon the City Land for the purpose of: (a) inspecting the City Land, and (b) curing any defaults under this Agreement. Nothing herein shall imply any duty upon the part of the City to do any such work, and performance thereof by the City shall not constitute a waiver of Developer's default in failing to perform the same.

SECTION 16. PERFORMANCE AND BREACH.

16.1 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement;

(b) the making or furnishing by Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement (unless bonded or insured over) upon the City Land, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer,

or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer;

(e) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; and

(f) the dissolution of Developer.

16.2 Cure. If an Event of Default occurs, Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the City Land or to persons using the Project). 1 6 3

Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 17.2 above, the City, in addition to any other rights or remedies available to it at law or in equity, shall have the right to terminate this Agreement. Upon termination of the Agreement, Developer shall surrender possession and vacate the City Land immediately, and at the City's request, execute a deed reconveying the City Land to the City. Developer shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the City Land, or pursuing the City's rights and remedies against Developer or any assignee or transferee. **16.4 Remedies Cumulative.** All remedies contained in Section 16.3 shall be cumulative, and every remedy contained in Section 16.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient. **16.4 No Waiver.** No delay or omission of the City to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver by the City of any default of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other default, or as a waiver, acquiescence in or consent to any further or succeeding default of the same covenant.

SECTION 17. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS.

17.1 Conflict of Interest. No official or employee of the City, nor any member of any board, commission or agency of the City, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the City Land; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Agreement.

17.2 Duty to Comply with City Ethics Ordinance. City and Developer shall comply with Chapter 2-156 of the Municipal Code, "City Ethics," including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 18. BUSINESS RELATIONSHIPS. Developer 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. Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 19. PATRIOT ACT CERTIFICATION. Developer represents and warrants that neither Developer nor any Affiliate (as hereafter defined) 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this Section 24, an "Affiliate" shall be deemed to be a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 20. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 05-1.

20.1 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"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) 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 February 10, 2005, the effective date of Executive Order 2005-1.

20.2 Developer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached Developer, or the date 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.

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

20.4 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.

20.5 Notwithstanding anything to the contrary contained herein, Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 25 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, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

20.7 For purposes of this provision:

- (a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.
- (b) "Other Contract" means any other agreement with the City to which Developer 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 Agreement of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.
- (c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.
- (d) Individuals are "domestic partners" if they satisfy the following criteria:
 - (i) they are each other's sole domestic partner, responsible for each other's common welfare; and
 - (ii) neither party is married; and
 - (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

- (iv) 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
- (v) 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) joint credit account;
 - (C) a joint checking account;
 - (D) a Agreement for a residence identifying both domestic partners as Developers.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

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

SECTION 21. WASTE ORDINANCE PROVISIONS. In accordance with Section 11-4-1600(e) of the Municipal Code, Developer warrants and represents that it, and to the best of its knowledge, its 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, a violation of the Waste Sections by Developer, its general contractor or any subcontractor, 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 discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the duty of Developer and its general contractor and subcontractors to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developer’s eligibility for future contract awards.

SECTION 22. COOPERATION WITH INSPECTOR GENERAL AND OFFICE OF COMPLIANCE. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Office of the Inspector General and the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Inspector General and Compliance the department’s City Land, equipment, personnel, books, records and papers. Developer agrees to abide by the provisions of Chapter 2-26-110 et seq.

SECTION 23. MISCELLANEOUS.

23.1 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; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 000 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Comer Science and Education Foundation 20875 Crossroads Circle, Suite 100 Waukesha, WI 53186
With a copy to:	Neal & Leroy, LLC 203 North LaSalle Street, Suite 203 Chicago, IL 60601-1213 Attn: Lenny Asaro

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, respectively, provided that such facsimile 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 upon receipt of such notice. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received upon receipt of such notice. 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 28.1 shall constitute delivery. **23.2 Severability.** If any term of this Agreement or any application thereof is held invalid or unenforceable, 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.

23.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

23.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

23.5 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. **23.6 Binding Effect of Agreement.** The covenants, agreements, and obligations

contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

23.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

23.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

23.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of the City and Developer respectively and that by their execution of this Agreement, it became the binding obligation of the City and Developer respectively, subject to no contingencies or conditions except as specifically provided herein.

23.10 Force Majeure. Neither the City nor Developer shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable 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, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended for the amount of time the party is so delayed.

23.11 No Brokers. The City and Developer warrant to the other that neither of them has had any dealings with any broker or agent in connection with the transactions contemplated hereby.

23.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

23.13 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

23.14 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

23.15 No Waiver. No waiver by the City with respect to any specific default by Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

23.16 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

23.17 Amendments. From time to time, the parties hereto may amend any provisions of this Agreement reasonably related to Developer's use of the City Land or the City's administration of the Agreement; provided, however, such amendments may not materially alter the essential provisions contained herein. Such amendments shall be in writing, shall establish the factual background necessitating such alteration, and shall be duly executed by both the City and Developer. Such amendments shall only take effect upon execution by both parties. Upon execution, such amendments shall become a part of this Agreement and all other provisions of this Agreement shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY: CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development By: _____
Andrew J. Mooney Commissioner

DEVELOPER:

COMER SCIENCE AND EDUCATION FOUNDATION

By: _____
P r i n t
Name: _____ Title: _____

Approved as to form:

Deputy Corporation Counsel
Real Estate Division

THAT PART OF THE VACATED 20 FOOT ALLEY LYING SOUTHWESTERLY OF AND
ADJOINING LOTS 14 TO 18 AFORESAID IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7244 S. SOUTH CHICAGO AVENUE.
CHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-027-0000

OF BEGINNING.

ALSO:

LOTS 7 TO 13 (EXCEPT THE SOUTHWESTERLY 21 FEET OF LOTS 10 TO 13) AND (EXCEPT THAT PART OF LOTS 7, 8 AND 9 LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTHWESTERLY LINE OF LOT 9 WHICH IS 21 FEET NORTHEAST FROM THE MOST WESTERLY CORNER OF LOT 9 TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 7 WHICH IS 33 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF LOT 7 AND ALSO EXCEPT FROM THE ABOVE DESCRIBED PORTION OF LOT 7, THE SOUTHEASTERLY 8 FEET THEREOF) ALL IN BLOCK 12 IN CORNELL IN THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7256-72 S. SOUTH CHICAGO AVE.
CHICAGO, ILLINOIS 60619

PERMANENT INDEX NO. 20-26-109-036-0000

EXHIBIT C FINAL NO FURTHER REMEDIATION LETTER
(ATTACHED)

EXHIBIT D DESCRIPTION OF GARDEN BEDS

The garden shall consist of _____ raised garden beds. Each raised bed shall have a minimum of 24 inches of clean top soil and/or compost (approved by DOE pursuant to Section 7.3 (c) of the Agreement), and shall be built upon a geotextile barrier and compacted clay base of at least 6 inches. Developer shall surround the base of each raised bed with a minimum of 3 inches of woodchips to absorb rainwater and help manage drainage. Developer shall also use woodchips to construct footpaths between the raised beds. Developer may build hoop houses over the raised beds.

It is anticipated that approximately $\frac{1}{4}$ of the Garden Site will be used for growing perennials and edibles. The perennial production is intended to be a youth-led business venture. Limited employment opportunities may become available in connection with perennial production and other garden operations. Participants in the Youth Center's Green Teens and other garden programs will help plant, nurture and harvest the edibles grown on the Garden Site.

The existing asphalt area on the northern end of the Garden Site shall be used for parking, staging and unloading/loading only, and shall not be planted.

EXHIBIT E SITE PLAN ATTACHED

EXHIBIT F INSURANCE REQUIREMENTS

Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Developer's employees and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness.

Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Agreement.

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 shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

All Risk Property Insurance. All risk property insurance coverage shall be maintained by Developer for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee. Developer shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by Developer.

All Risk Builders Risk Insurance. When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

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

Contractor's Pollution Liability Insurance. From and after the Closing Date, when any work is performed by Developer which may reasonably be expected to impact or exacerbate any Hazardous Substances at, on, under or about the City Land as of the Closing Date, Developer shall procure a Contractor's Pollution Liability Insurance policy with limits of not less than \$1,000,000 per occurrence and covering bodily injury, property damage and other losses. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Excess Liability Insurance shall be maintained with limits not less than \$10,000,000. The City of

Chicago is to be named as an additional insured on a primary, non-contributory basis.

Professional Liability Insurance shall be maintained with limits not less than \$2,000,000. The policy shall have an extended reporting period of two years.

Other Terms of Insurance.

Developer will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Agreement Term, or a letter of self-insurance. The receipt of any certificates 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 shall not be deemed to be a waiver by the City. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Developer of its 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 the Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Developer.

Developer agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

Developer expressly understands and agrees that any coverages and limits furnished by Developer shall in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Developer expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by Developer under the Agreement.

The required insurance shall 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.

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

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Comer Science & Education Foundation

Check **ONE** of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. a legal entity with a right of control (see Section ILB.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party:

20875 Cross Roads Circle


Suite 100, Waukesha, WI 53186

C. Telephone: 262-798-5080

Fax: 262-798-5087

Email: BSCHEICHER@GCIONLINE.COM

D. Name of contact person: William T. Schleicher, Jr.

E. Federal Employer Identification No. (if you have one): 

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Application For Purchase of Redevelopment Project Area Property Act 7230-7244 and 7296 S. South Chicago Ave. See attached - for further description.

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # NOT APPLICABLE and Contract # NOT APPLICABLE

SECTION H -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|-------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input checked="" type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input checked="" type="checkbox"/> Other (please specify) |
| | <u>Private Foundation</u> |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

See Attached

No Members

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
----------------------------------------------------------------	------------------	----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

See Attached

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entitles.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33B-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-36 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. N/A

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this BDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Comer Science and Education Foundation
(Print or type name of Disclosing Party)

By: *William T. Schleicher, Jr.*
(Sign here)

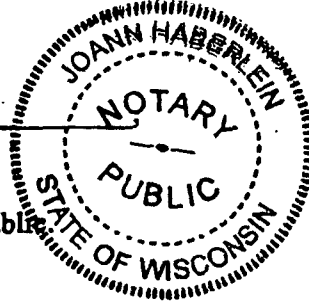
William T. Schleicher, Jr.
(Print or type name of person signing)

Secretary & Director
(Print or type title of person signing)

Signed and sworn to before me on (date) 3/1/2011
at Waukesha County, WI (state).

Joann Haberlein Notary Public

Commission expires: 4/20/2014.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section R.B.L.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

ATTACHMENT

TO THE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I--GENERAL INFORMATION

- F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

The Youth Center is an approximately 80,000 square foot community center established in 2006 as part of a neighborhood improvement project to serve Greater Grand Crossing residents by providing a safe alternative for youth after school, on weekends and during school vacations with a wide range of dynamic programming in the arts, health and fitness, and academics. It is also home to the 450-member award-winning South Shore Drill Team. Among its offerings, the Youth Center offers innovative gardening and culinary programs. In 2008 about 1,000 pounds of produce was grown by the combined efforts of the Youth Center Garden Manager, 50 youth, 10 community senior citizens and volunteers from the community, and other city-wide groups. The produce was incorporated into the Youth Center culinary programs and donated to community members and food pantries in local churches and social service agencies.

Current garden projects include incorporating fresh produce in the Youth Center culinary classes, a weekly Harvest Table, and Comer's Rooftop Crops, a youth-driven entrepreneurial project selling produce to local restaurants. In October 2009, the Youth Center received a grant from the Illinois Department of Agriculture Specialty Crop Block Grant Program to expand their rooftop garden into a year-round farm, and two grants from the City of Chicago to incorporate a youth apprenticeship and teen internship program. The success of the rooftop garden establishes both organizational capacity and community desire for increased access to fresh produce and related outcomes. However, the rooftop garden is the only source of locally grown food in the Youth Center service area. One garden cannot meet the community's need and increasing demand for nutritious food in the neighborhood. The time is ripe for the Youth Center to support an expansion of gardening, farming and culinary activity to nurture our youth and the community at large.

The 1.75-acre site on South Chicago Avenue between 72nd street and Drexel Avenue will be the site of a new urban youth garden featuring locally grown produce. This site is comprised of the vacant land owned

by the City, REDI and CSEF (the "Garden Site"). (See Question No. 17 above). The Garden Site is located in the 73rd/University Tax Increment Financing Redevelopment Project Area (the "TIF Area") and the 73rd/University Redevelopment Area (the "Redevelopment Area"). As the Youth Center makes the transition from rooftop to blacktop, a phased approach will be adopted. Pursuant to the lease with the City for the City land, in the first growing season, summer 2010, a perennial and produce garden was developed. This initial phase introduced youth to the process of converting a parking lot into a garden and source of local produce. During the initial phase, approximately ¼ of the entire site was used for growing perennials and edibles. Raised beds on the surface were constructed with plans to build unheated growing structures over some of the beds for season-extending growing. The perennial production is intended to be a youth-led business venture where upon the Youth Center becomes a source of urban-grown, hardy perennials for purchase by landscaping companies and residents of the Revere community. Limited employment opportunities may also become available in the connection with perennial production and other farm operations. As part of their participation in Green Teens and other garden programs, youth will also help plant, nurture and harvest the edibles grown on the site.

The first phase goals for the new farm are listed below:

- Site preparation and development for garden and farm expansion
- Perennial production and development of perennial sales business model
- Edibles production
- Expansion of Harvest Table Program
- Development of the GROWheeler programs
- Integration of youth programs in all aspects of the new farm
- Development of math/science curriculum for "living classroom" for GCCP

Since the farm has been planted and operations are underway, a plan for building growing structures is being implemented. If feasible with our youth and a need is demonstrated within the community, the Harvest Table program and GROWheeler activities may also extend into the fall and winter months.

The Applicant anticipates that approximately three new full-time and 15 part-time jobs will be created as a result of the youth community garden project.

(See power point presentation entitled "GCYC Youth Farm" for additional information about the program's scope, strategies, tactics and roles and responsibilities.)

SECTION II-- DISCLOSURE OF OWNERSHIP INTERESTS

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

- 1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For tmsts, estates or other similar entities, list below the legal titieholder(s).

<i>NAME</i>	<i>TITLE</i>
Guy Comer	President & Director
Stephanie Comer	Vice President & Director
William T. Schleicher, Jr.	Secretary & Director
Vicki Kalnins	Treasurer

Principal Profiles

(Attachment C)

PRINCIPAL PROFILE

The following information must be provided for each individual that holds a direct or indirect ownership interest of more than 7.5 percent in the applicant entity, or which is a director or trustee of a not-for-profit applicant entity. The information will be provided only to the departments of Consumer Services and Revenue for the purpose of determining whether any of the listed persons have outstanding water bills, traffic or parking tickets, child support payments, or other obligations. All outstanding obligations must be satisfied before the Department of Planning and Development will proceed with the application.

Name: Guy Comer
Home Address: 1448 Lake Shore Drive, 6C
Chicago, IL 60610
Date of Birth: 09/07/70
Social Security Number: 351-76-6640
Driver's License Number: Wisconsin: C560-2827-0327-09 and Illinois C560-2827-0255
License Plate Number: Wisconsin: 868 GYG; Wisconsin: 503 KCH and Wisconsin: 850 JJN

Name: Stephanie Comer
Home Address: 209 E. Lake Shore Drive, Apt. 4W
Chicago, IL 60611
Date of Birth: 08/31/66
Social Security Number: 325-74-5596
Driver's License Number: Illinois: C656-7916-6848
License Plate Number: Illinois: X312318

Name: William T. Schleicher, Jr.
Home Address: 17270 Holly Lane
Brookfield, WI 53045
Date of Birth: 01/02/59
Social Security Number: 397-52-9976
Driver's License Number: Wisconsin: S426-9385-9002-07
License Plate Number: Wisconsin: 458 MRL

Name:
Home Address:
Date of Birth:
Social Security Number:
Driver's License Number:
License Plate Number:

Name:
Home Address:
Date of Birth:
Social Security Number:
Driver's License Number:
License Plate Number: