

6/2/99

40-R-99

**A RESOLUTION**

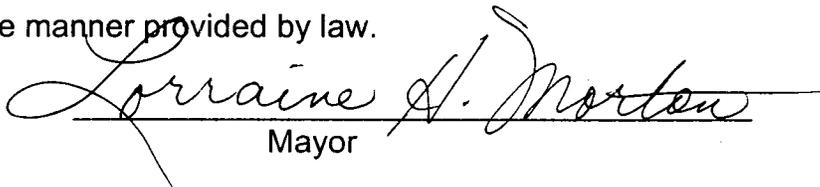
**Authorizing the City Manager to Enter Into  
an Option Agreement (Mini Anchor)**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,  
COOK COUNTY, ILLINOIS:

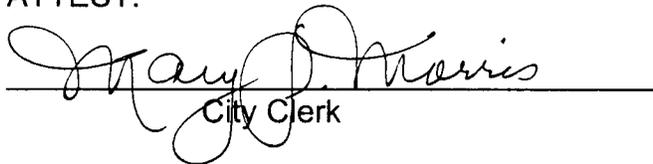
SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, an Option Agreement (Mini Anchor) by and between the City of Evanston and AHC Evanston LLC. Such Agreement shall be in substantial conformity with the Agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the lease as may be determined to be in the best interests of the City.

SECTION 3 That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Adopted: June 7, 1999

Exhibit A

**MINI-ANCHOR PARCEL OPTION AGREEMENT**

PREPARED BY

Mark Yates, Esq.  
Sonnenschein Nath and Rosenthal  
233 South Wacker  
8000 Sears Tower  
Chicago, IL 60606

AFTER RECORDING RETURN TO:

Herb Hill  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

THIS OPTION AGREEMENT is made this 7<sup>th</sup> day of June, 1999, by and between the CITY OF EVANSTON, a municipal corporation (hereinafter referred to as "City") and CHURCH STREET PLAZA LLC, an Illinois limited liability company (hereinafter referred to as "Developer").

**RECITALS**

- A. AHC Evanston LLC and the City have entered into that certain Redevelopment Agreement dated October 23, 1998, as amended by that certain First Amendment to Redevelopment Agreement dated November 23, 1998, and by that certain Second Amendment to Redevelopment Agreement dated June 7, 1999 (collectively, the "Redevelopment Agreement"), pursuant to which AHC Evanston LLC has been given the right to purchase and develop the Private Development, as that term is defined in the Redevelopment Agreement.
- B. AHC Evanston LLC and the City have entered into the above described Second Amendment to Redevelopment Agreement under which they agreed to the phasing of the conveyancing and construction of the components of the Private Development and to the delivery of this Option Agreement by the Developer to the City.

**WITNESSETH**

1. **Option.** Developer, its successors or assigns under Paragraph 31 and/or paragraph 44 of the Redevelopment Agreement, hereby irrevocably grants to the City the exclusive option ("Option") to repurchase the property described in Exhibit "A" hereto (the "Mini-Anchor Parcel").

2. **Term.** (a) Except as provided in sub-paragraph 2(b) below, the Option may be exercised for a period of twelve (12) months commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.

(b) It is expressly understood and agreed by the parties hereto that, should construction commence (as evidenced by the commencement of the pouring of footings or foundations) on the Mini-Anchor Parcel or should a construction loan encumbering the Mini-Anchor Parcel for the purpose of constructing improvements on such parcel close at any time prior to a closing hereunder, this Option will automatically terminate.

(c) City shall exercise this Option during its term by providing notice of said exercise at least ninety (90) days prior thereto.

3. **Mini-Anchor Construction Completion Guaranty.** The exercise of the Option by the City shall automatically terminate the Mini-Anchor Completion Construction Guaranty previously given to the City by the Developer, and the City shall promptly deliver said guaranty to the Developer.

4. **Purchase Price.** The purchase price for the repurchase of the Mini-Anchor Parcel pursuant to this Option Agreement shall be ~~equitably agreed to by the parties or, if they are unable to agree, either party may elect, in writing, to make the Purchase Price established by binding arbitration using the procedure set forth in paragraph 28(c) of the Redevelopment Agreement.~~ <sup>equal to the pro rata cost of the initial purchase price</sup>

5. **Conveyance.** Developer shall convey the Mini-Anchor Parcel to the City by Special Warranty Deed. Such conveyance shall be free and clear of any and all encumbrances which arose during the period of the Developer's ownership.

IN WITNESS WHEREOF, this Option has been executed on behalf of the Developer and has been duly authorized and approved by the City Council of the City of Evanston, Cook County, Illinois, and duly authorized, approved and executed by Roger Cium for the City and by the Developer as of this 27<sup>th</sup> day of June, 1999.

**CHURCH STREET PLAZA LLC,**

an Illinois limited liability company

By: AHC Management, Inc. an

Illinois Corporation, Manager

By: [Signature]  
Its: \_\_\_\_\_

The initial purchase price for this purchase is \$4.5 million.

[Signature]

**CITY OF EVANSTON**

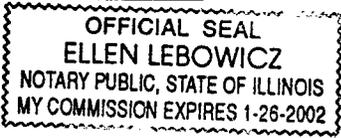
By: [Signature]  
CITY MANAGER

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

I, Ellen Lebowicz a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Hill personally known to me to be the President of AHC Management, Inc., an Illinois corporation, Manager of **Church Street Plaza, LLC**, an Illinois limited liability company, - personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, that he signed and delivered the said instrument as the free and voluntary act and deed of said city, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7 day of June 1999.

Ellen Lebowicz  
Notary Public  
Commission expires \_\_\_\_\_



State of Illinois )  
 ) SS:  
County of Cook )

I, Ellen Lebowicz a Notary Public in and for said County, in the state aforesaid, do hereby certify that Roger Crum personally known to me to be the City Manager of **The City of Evanston, Illinois**, a home rule unit of local government located in Cook County Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such City Manager, that he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this 7th day of June, 1999.

Ellen Lebowicz  
Notary Public

My commission expires:

