

5/3/2013

25-R-13

A RESOLUTION

Authorizing the City Manager to Negotiate a TIF Construction Grant Agreement with the Music Institute of Chicago for Improvements to Property located at 1702 Sherman Avenue

WHEREAS, the City of Evanston, Cook County, Illinois (the "City"), is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City previously established the Washington National TIF District #4 Redevelopment Project Area (the "Redevelopment Project Area"), and authorized tax increment finance pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, including the predecessor Act thereof (the "TIF Act"); and

WHEREAS, the City seeks to renovate existing commercial structures and to attract new businesses and organizations into the Redevelopment Project Area with TIF Funds; and

WHEREAS, the Music Institute of Chicago, an Illinois not-for-profit corporation (the "Music Institute"), is a community music school serving students of all ages and abilities with music education, music ensembles, and offers concerts and creative arts therapy; and

WHEREAS, Music Institute seeks to relocate its business operations from the Village of Wilmette to Evanston and lease the basement of the commercial space located at 1702 Sherman Avenue, Evanston, Illinois 60201 (the "Property");

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

SECTION 1: The City Manager is hereby authorized and directed to execute a TIF Refundable Grant agreement ("Agreement") between the City and Music Institute of Chicago, attached hereto as Exhibit "1" and incorporated herein by reference is the Agreement.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 25-R-13 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 13, 2013

TIF REFUNDABLE GRANT AGREEMENT

THIS TIF REFUNDABLE GRANT AGREEMENT (the "**Agreement**") is entered into on this 21st day of May, 2013 ("**Effective Date**"), by and between the City of Evanston, an Illinois home rule municipality, ("**City**"), and Music Institute of Chicago, an Illinois not-for-profit corporation ("**MIC**") (individually, the City and MIC are referred to herein as "**Party**" and collectively, they are referred to as the "**Parties**").

RECITALS

WHEREAS, the City desires to update and modernize commercial buildings in the City and seeks to create more local hiring opportunities as part of its economic revitalization efforts throughout Evanston and more specifically within the Washington National TIF District #4 Redevelopment Area; and

WHEREAS, MIC is a community music school serving students of all ages and abilities with music lessons, music ensembles, and access to world-class concerts and creative arts therapy; and

WHEREAS, MIC seeks to relocate its business operations from the Village of Wilmette to Evanston and lease a commercial space located at 1702 Sherman Avenue, Evanston, Illinois 60201 (the "**Property**");

WHEREAS, the City seeks to provide a grant to MIC with certain TIF funds, in accordance with the TIF Eligible Activities (defined herein), to provide assistance in the renovation of the Property for the business; and

WHEREAS, the City has authorized Economic Development Division city staff to manage and administer this Agreement on behalf of the City including, without limitation, authorizing the City Manager to execute this Agreement with MIC, thereby establishing terms, conditions, and requirements for participation in this Agreement in accordance with TIF Guidelines; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual obligations of the Parties as herein expressed, the City and MIC agree as follows:

AGREEMENT

I. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below will be resolved solely by the City through its designated representative.

- a. **"Completion Date"** means the date that a Final Certificate of Occupancy is issued by the City of Evanston Building & Inspection Services Division following the renovations to the Property and shall not be any later than December 31, 2013 unless extended pursuant to section V.
- b. **"Community Engagement"** means the community services and engagement programs established by MIC.
- c. **"Director"** means the City's Director of Community & Economic Development or his/her designee, who is responsible for managing and administering this Agreement on behalf of the City.
- d. **"Grant"** means the total amount of the City's grant of TIF funds to MIC for purposes of funding TIF Eligible Activities of the Project, which shall not exceed One Hundred Sixty-Five Thousand and no/100 Dollars (\$165,000.00).
- e. **"Project"** means the improvements to the Property as proposed by MIC, attached as Exhibit B is the Site Plan for the renovations to the Property and incorporated herein by reference. Specifically, MIC desires to renovate the Property to make it suitable for use as a music education and office space by using TIF funds for said renovation.
- f. **"Project Costs"** means the costs associated with the renovations detailed in the Site Plan, limited to the costs which MIC will be seeking reimbursement.
- g. **"TIF Eligible Activities"** means activities determined to be eligible for payment from the City's Washington National TIF fund under the guidelines of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended.
- h. **"TIF Guidelines"** means the regulations found in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended. All terms not defined herein shall have the meanings set forth in the TIF Guidelines.
- i. **"Total Allowable Expenses"** means the actual costs incurred, paid for, and documented by MIC and approved by the Director for the proper performance of the improvement work required by the plans and specifications and/or architectural/design renderings for the Project. Such allowable expenses must be TIF Eligible Activities.
- j. **"Total Project Expenditure"** means the total actual Project Costs incurred by and paid for by the City, up to the amount of the Grant, and then payments made by MIC after the amount of the Grant has been spent, which includes all costs of construction, materials, & supplies.

II. TERMS OF GRANT

- a. The Grant funds paid by the City pursuant to this Agreement shall not be made until all of the renovations comprising the Project have been completed, no later than December 31, 2013 (or as provided in Section V), all of the improvement work comprising the Project has been inspected and approved by the Director, and MIC has disbursed payment to its contractors and vendors and lien waivers have been executed.
- b. MIC shall finance the Project, with owner funds (cash), if applicable, private financing, and the Grant. MIC shall submit to the Director itemized paid invoices detailing the work completed and materials purchased. Such invoices shall include proof of payment to all contractors and vendors and applicable lien waivers. MIC is responsible for all payments to contractors, material suppliers, and vendors, and providing true and correct copies of unconditional lien releases to the City.
- c. After review and approval of the required documentation submitted by MIC in accordance with Section II(a), the City shall reimburse MIC with Grant funds in the principal amount of the Grant not to exceed One Hundred Sixty-Five Thousand and no/100 Dollars (\$165,000.00) from the City's Washington National TIF Fund for improvements that are approved as TIF Eligible Expenses for the Project. The Grant shall not be disbursed in installments, rather be made in a lump sum only after MIC has complied with the requirements set forth in Section II(a).
- d. If the Total Project Expenditures are greater than One Hundred Sixty-Five Thousand and no/100 Dollars (\$165,000.00), MIC shall be solely responsible for any payments to the contractor or subcontractors above the Grant amount and for the Total Project Expenditures. If any Project Costs are determined to not be TIF Eligible Activities, MIC must submit payment at its own expense and MIC shall receive no reimbursement from the City for non-TIF Eligible Activities.
- e. As currently proposed, the Project Costs planned by MIC would qualify as TIF Eligible Activities. The Director shall promptly respond to the submission of any invoices and shall not withhold unreasonably any designation of TIF Eligible Activities.
- f. Community Engagement: MIC will develop reasonable programs to be a steward for the arts in the community. Within 60 days of the Effective Date of this Agreement, MIC will have an action plan developed to address its community engagement program and review its proposed program in consultation with the Director. The Community Engagement shall include scholarships or financial aid, free concert tickets and discounts on group classes to students at both Evanston/Skokie School District No. 65 and Evanston Township High School

District No. 202 amounting to a value of not less than Five Thousand and no/100 Dollar (\$5,000.00) annually.

- g. MIC shall lease and operate the business contemplated in this Agreement at the Property for a minimum of 10 years after the Effective Date or a portion of the grant will be refunded to the City as follows.
 - i. If MIC vacates the Property or ceases to operate its business at the Property for any reason prior to the end of the 10th year (120 months), MIC will refund a prorated amount of the Grant. MIC shall provide the City thirty (30) days' notice prior to vacating the Property or intention to cease its operations at the Property.
 - ii. For example, if MIC ceases to operate its business at the Property after year four (4) of the Agreement, then MIC would refund to the City \$99,000 ($10 - 4 = 6/10 \times \$165,000$). The amount shall be prorated on the 365 day calendar year, depending on the date which MIC ceases to operate its business at the Property.

III. MIC's RESPONSIBILITIES

- a. MIC shall provide a list of all construction activities to the City prior to commencement of work to verify that the Project Costs are TIF Eligible Activities and City staff will conduct a separate evaluation of the Project Costs. Of those expenses submitted for review, it will be determined which are eligible expenses for payment by the City and are TIF-Eligible Activities. Notwithstanding the City staff's review of the TIF Eligible Expenses, MIC is ultimately responsible for ensuring that all expenses budgeted for payment under the Grant are reimbursable under the TIF Act.
- b. MIC shall comply with all terms and conditions of this Agreement and all applicable federal, State, and local laws and regulations.
- c. MIC shall obtain and submit all required certificates of insurance, as set forth herein, to the Director within a period of seven (7) days following the execution of this Agreement.
- d. MIC shall be responsible for hiring licensed contractors to complete the Project. The Director may require submission of proof of the applicable State License issued to the selected contractor. MIC shall be responsible for contacting the Director to obtain all City approvals and/or permits required for construction and completion of the Project.
- e. MIC shall be fully responsible for managing, monitoring, and scheduling the construction of the Project, for ensuring compliance with the payment of

prevailing wages, if applicable, and for ensuring that all improvements are completed properly and in conformance with the Project.

- f. MIC shall make a good faith effort to use Evanston-based businesses as frequently as is financially feasible when purchasing supplies and/or hiring subcontractors and administrative services providers for the Project. MIC shall obtain three (3) estimates for the scope of work for the Project and one (1) estimate must be obtained from an Evanston-based contractor.
- g. Upon completion of the Project to the point where a certificate of occupancy is issued, MIC shall notify the Director and request inspection of the Project by the Director.
- h. After completion of the Project to the point where a certificate of occupancy is issued, MIC shall submit to the Director a report that includes the following:
 - i. Letter indicating the first phase of the Project, which includes the black box theater, is completed and the Cost Expenditures for the Project;
 - ii. All contractor invoices detailing the specific tasks completed in accordance with approved Project;
 - iii. Unconditional lien releases from contractors; and
 - iv. Any additional documents reasonably requested by the Director.
- i. MIC shall maintain the Property and perform the construction activities for the Project in compliance with all applicable provisions of the Evanston City Code of 2012, as amended.
- j. MIC shall not be more than ninety (90) days in arrears with regards to any City utility and/or service bills.

IV. THE CITY'S RESPONSIBILITIES

- a. City shall disburse up to One Hundred Sixty-Five Thousand Dollars (\$165,000.00) for the Grant from the City's Washington National TIF Fund for the Project.
- b. Within a reasonable time after MIC notifies City of the completion of the Project, the Director shall inspect the improvements to ensure they were completed in accordance with approved Project and its guidelines.
- c. The Director shall review MIC contractors' and vendors' sworn statements and accompanying documents, and, if said documents meet all terms, conditions, and obligations under this Agreement and the TIF Guidelines for Eligible Project

Costs, the Director shall, in the ordinary course of business, submit reimbursement to MIC up to the amount of the Grant.

V. TIME OF PERFORMANCE

MIC shall complete the Project no later than December 31, 2013. Failure to complete the Project by December 31, 2013 will constitute an event of default by MIC. Reasonable requests for additional time and extensions in Project completion will be granted, but only if submitted in writing prior to the expiration of the Agreement and with only minor "punch list" items to be completed. In no circumstances, shall any extensions of time be granted beyond June 30, 2014.

VI. INSURANCE

- a. During the entire period in which work on the Project is performed, MIC shall obtain and maintain in full force and effect during said period the following insurance policies: (i) Comprehensive General Liability Insurance in a general aggregate amount of not less than \$1,000,000, \$1,000,000 Products and Completed Operations Aggregate, and \$1,000,000 for each occurrence.
- b. All insurance policies shall name the City of Evanston, and their respective elected officials, officers, employees, agents, and representatives as additional insureds.
- c. All deductibles on any policy shall be the responsibility of the primary holder of such policy and shall not be the responsibility of the City.
- d. MIC shall provide evidence of required insurance to the Director within seven (7) days after execution of this Agreement.

VII. OBLIGATION TO REFRAIN FROM DISCRIMINATION

- a. MIC covenants and agrees for itself, its successors and its assigns to the Project, or any part thereof, that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization within reason.
- b. MIC agrees that if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized while at the same time hiring the most qualified applicants.

- c. MIC agrees that in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VIII. NO AGENCY CREATED

MIC and any contractor, supplier, vendor or any third party hired by MIC to complete the Project are not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct MIC concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that MIC shall follow the direction of the City concerning the end results of the obligations.

IX. OWNERSHIP OF DOCUMENTS

All documents prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto. However, the City agrees not to disclose the blueprints or design elements that MIC uses for the Project with any competitor or representative of a competitor of MIC through a Freedom of Information Act (5 ILCS 140/1 *et seq.*) request.

X. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by law, MIC agrees to and shall defend, indemnify and hold harmless the City, and its respective officers, officials, employees, contractors and agents from and against all claims, liability, loss, damage, costs or expenses (including expert witness fees, reasonable attorneys' fees, and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or property resulting or arising from or in any way connected with the following, provided MIC shall not be responsible for (and such indemnity shall not apply to) any negligence or willful misconduct of the City, or its respective officers, officials, active employees, contractors or agents:

- a. The development, construction, marketing, use or operation of the Property by MIC, its officers, contractors, subcontractors, agents, employees or other persons acting on MIC's behalf ("**Indemnifying Parties**");
- b. The displacement or relocation of any person from the Property as the result of the development of the Project on the Property by the Indemnifying Parties; provided, however, that the City and not MIC shall be solely responsible for terminating any lease and/or the eviction of any individual or business currently inhabiting the Property.

- c. Any plans or designs for the Project prepared by or on behalf of MIC including, without limitation, any errors or omissions with respect to said documents;
- d. Any loss or damage to the City resulting from any inaccuracy in or breach of any representation or warranty of MIC, or resulting from any breach or default by MIC, under this Agreement; and
- e. Any and all actions, claims, damages, injuries, challenges and/or costs or liabilities arising from the approval of any and all entitlements or permits for the improvements by the City, and their respective officers, officials, employees, contractors or agents.

The foregoing indemnity shall continue to remain in effect after the Completion Date or after the earlier termination of this Agreement, as the case may be.

XI. DUTY TO DEFEND

MIC further agrees that the hold harmless agreement in Article X, and the duty to defend the City, and their respective officers, officials, employees, contractors and agents, require MIC to pay any costs that the City may incur which are associated with enforcing the hold harmless provisions, and defending any claims arising from obligations or services under this Agreement except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

XII. COMPLIANCE WITH LAW

MIC agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director will not issue any Grant funds to the MIC if there is in violation of any law, ordinance, code, regulation, or permit. The City agrees to cooperate and assist MIC in such compliance if the assistance of the City is required.

XIII. TERMINATION

If MIC shall fail to cure any Event of Default upon notice and within the time for cure provided for herein, the City may, by written notice to the MIC, terminate this Agreement. Such termination shall trigger the refund of any unamortized balance of the grant as defined in Section II (g). MIC may not terminate this Agreement without the express written consent of the City.

XIV. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or

(iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing in the manner as provided herein:

To City: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

With a copy to: City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, IL 60201
Attn: Corporation Counsel

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Director of Community & Economic Development

To MIC: Music Institute of Chicago
517 Green Bay Road
Wilmette, IL 60091
Attn: Mark George, President and CEO
After September 1, 2013
1702 Sherman Avenue
Evanston, IL 60201
Attn: Mark George, President and CEO

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

XV. DEFAULT; REMEDIES; DISPUTE RESOLUTION

a. Notice of Default.

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within 90 days and shall continuously and diligently prosecute such cure, correction or remedy to completion.

c. City Remedies; Refund of Grant.

In the event of a material default by MIC of the terms of this Agreement that has not been cured within the time frame set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by MIC that occurs after the City has disbursed any Grant funds, the total of such disbursement(s), shall be refunded to the City as provided in Section II g above.

All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal the unamortized balance of the grant. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XIV herein or at such other address as City may direct pursuant to notice delivered to MIC in accordance with Article XIV.

d. MIC's Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, MIC shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between MIC and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief, mandamus, and specific performance shall be MIC's sole and exclusive judicial remedies except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

XV. APPLICABLE LAW

The laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement.

XVI. CONFLICT OF INTEREST

- a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.
- b. MIC warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

XVII. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the MIC, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to MIC or successor or on any obligation under the terms of this Agreement unless such person shall have acted outside the scope of his or her employment responsibilities.

XVIII. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

XIX. AUTHORITY TO SIGN

MIC hereby represents that the persons executing this Agreement on behalf of MIC have full authority to do so and to bind MIC to perform pursuant to the terms and conditions of this Agreement.

XX. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

XXI. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

- a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the MIC, and all amendments hereto

must be in writing and signed by the appropriate authorities of the City and the MIC.

XXII. NON-ASSIGNMENT

MIC shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City's prior written approval, and MIC proposed assignee's execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

XXIII. NO WAIVER

No failure of either the City or MIC to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: Wally Bobkiewicz

Its: City Manager, Wally Bobkiewicz

Approved as to form:
W. Grant Farrar
Corporation Counsel
By: Michelle Masonup

MUSIC INSTITUTE OF CHICAGO
an Illinois not-for-profit corporation

By: Mark George

Its: President

Print Name: MARK GEORGE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Wally Bobkiewicz, City Manager of the City of Evanston, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 28, 2013.

Susan Hall

Notary Public

My Commission Expires:

10/18/14



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mark George President of the Music Institute of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of the City of Evanston, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on May 22, 2013.

Nancy S. Schultz
Notary Public

My Commission Expires:

May 24, 2015

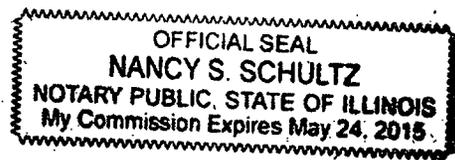


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

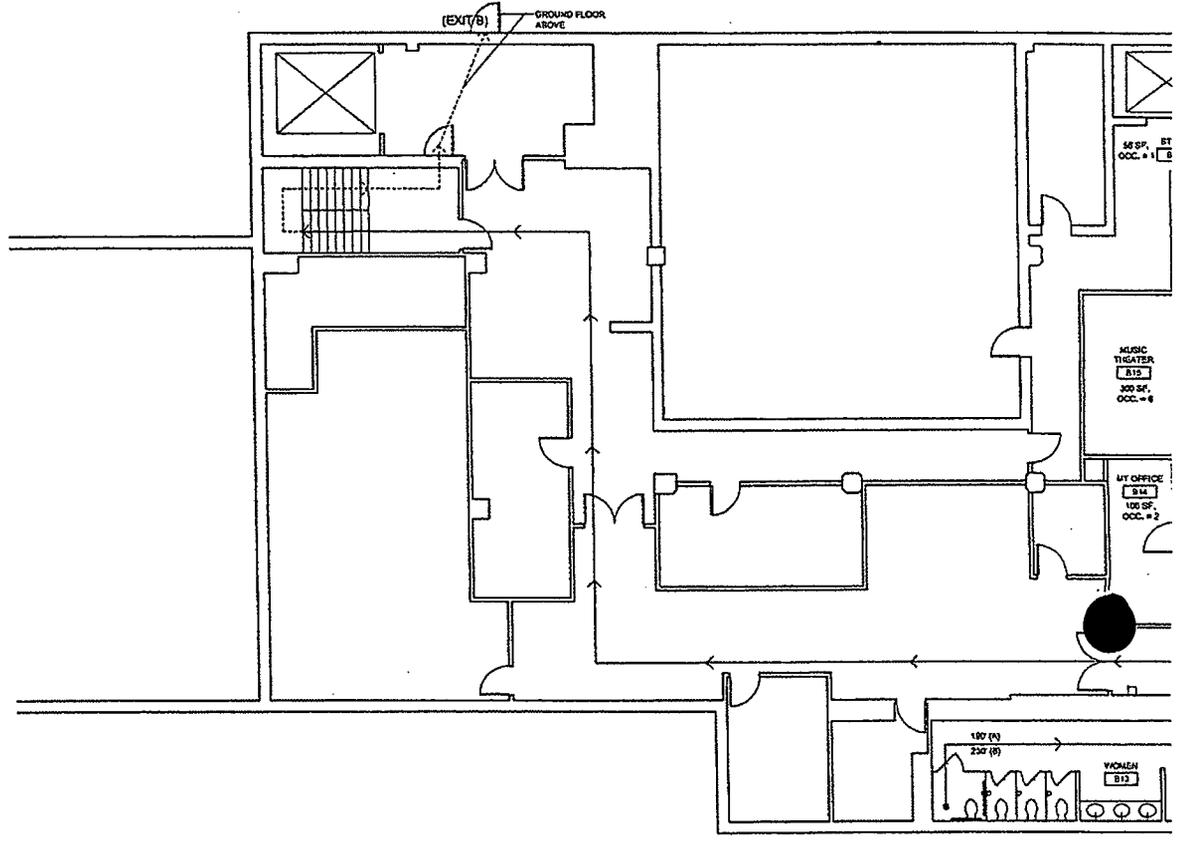
PARCEL 1:

LOTS 7, 8, 9, 10, 11, 12 AND 13 IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON, A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 18 TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PORTION OF LOTS 7 TO 11 AFORESAID, TAKEN AS ONE TRACT, IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 80.00 FEET; THENCE RUNNING WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 35.00 FEET; THENCE RUNNING SOUTH ALONG A LINE PARALLEL WITH EAST LINE OF SAID LOT 7, A DISTANCE

Common Address: 1702 Sherman Avenue, Suite ✓, Evanston, Illinois

PIN: 11-18-126-020-0000

5x



0101 EGRESS PLAN ⊕
 3/32"=1'-0"

NOTES:

- 1- USE GROUP PER IBC 2003: MIXED OCCUPANCY ASSEMBLY (NO FIXED SEATS) BUSINESS EDUCATIONAL
- 2- SPACE IS EQUIPPED WITH EXISTING AUTOMATIC SPRINKLER SYSTEM PER SECTION 903.2.1
- 3- TOTAL OCCUPANT LOAD (PER IBC) = 382 OCC.
 ASSEMBLY (NO FIXED SEATS): 286 OCC.
 BUSINESS: 43 OCC.
 EDUCATIONAL: 23 OCC.
- 4- EXIT (A) CAPACITY:
 DOORS: (2) 18'0", (3) = 480 OCC.
 STAIRS: 18'0" = 240 OCC.
- 5- EXIT (B) CAPACITY:
 DOORS: (1) 30'0", (1) = 240 OCC.
 STAIRS: 48'0" = 240 OCC.
- 6- EXIT (C) CAPACITY:
 DOORS: (1) 30'0", (1) = 240 OCC.
 STAIRS: 48'0" = 240 OCC.