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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/28/2019 09:52 AM PG: 1 OF 8

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

**FIRST AMENDMENT TO  
NORTH PULLMAN REDEVELOPMENT PROJECT AREA  
CHICAGO NEIGHBORHOOD INITIATIVES, INC.  
REDEVELOPMENT AGREEMENT  
(GOTHAM GREENS GREENHOUSE FACILITY)**

This First Amendment to the Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (Gotham Greens Greenhouse Facility) (the "First Amendment") is made as of this 28th day of June, 2019, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development, and Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer").

**RECITALS**

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

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

C. To induce redevelopment pursuant to the Act, the City Council of the City (the "the City Council") adopted the following ordinances on June 30, 2009: (1) "Approval of North Pullman Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project;" (2) "Designation of North Pullman Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act;" and (3) "Adoption of Tax Increment Allocation Financing for the North Pullman Redevelopment Project Area" (the "TIF Adoption Ordinance"), (collectively referred to herein as the "TIF Ordinances").

D. Pursuant to an ordinance adopted by the City Council on May 23, 2018, the City entered into that certain North Pullman Redevelopment Project Area Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (Gotham Greens Greenhouse Facility) (the "Redevelopment Agreement") dated as of June 13, 2018 and recorded on June 28, 2018 as Document Number 1817934021 in the Office of the Cook County Recorder of Deeds with the Developer.

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E. Subsequent to the execution of the Redevelopment Agreement, the Developer has encountered unforeseen delays in completing the Project within the time frames, including extensions allowed pursuant to change orders, required by the Redevelopment Agreement. The Developer and the City have agreed to enter into this First Amendment to memorialize changes to the Redevelopment Agreement, which includes an extension of time for the Developer to complete the Project to July 1, 2019.

F. Such aforementioned change to the completion date of the Project requires an amendment of the Redevelopment 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 hereto agree as follows:

**SECTION ONE: INCORPORATION; DEFINITIONS**

1.01. The recitals set forth above and the exhibits attached hereto are incorporated herein by reference and made a part hereof.

1.02. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Agreement.

**SECTION TWO. AMENDMENT TO THE REDEVELOPMENT AGREEMENT.**

2.01. Section 3.01 of the Redevelopment Agreement is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

“3.01 The Project. Developer will commence and complete construction of the Project no later than ~~December 31, 2018~~ July 1, 2019, subject to: (a) Section 18.17 (Force Majeure); (b) applicable Change Orders, if any, issued under Section 3.04; (c) the receipt of all applicable permits and Project approvals; and (d) issuance of a “No Further Remediation” letter, which shall not be required to be completed by ~~December 31, 2018~~ July 1, 2019, but which shall be diligently pursued to completion.”

**SECTION THREE. MISCELLANEOUS.**

3.01. Except as amended hereby, the provisions of the Redevelopment Agreement remain in full force and effect in accordance with its terms.

3.02. In the event of any conflict between the provisions of the Redevelopment Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

3.03. All prior agreements, whether written or oral, regarding the amendment of the Redevelopment Agreement are superseded by this First Amendment.

3.04. This First Amendment may be executed in counterparts, each of which shall be deemed an original.

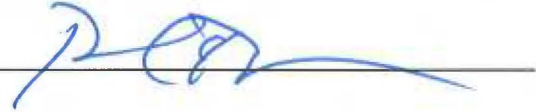
3.05. The Developer shall cause one original counterpart of this First Amendment to be promptly recorded and filed hereof in the conveyance and real property records of Cook County, Illinois against the Property (as legally described on Exhibit A to this First Amendment). The Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer will immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

**CHICAGO NEIGHBORHOOD INITIATIVES, INC.,  
an Illinois not-for-profit corporation**

By: \_\_\_\_\_



David Doig  
President

**CITY OF CHICAGO**

By: \_\_\_\_\_

Eleanor Gorski  
Acting Commissioner,  
Department of Planning and Development

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

**CHICAGO NEIGHBORHOOD INITIATIVES, INC.,  
an Illinois not-for-profit corporation**

By: \_\_\_\_\_

David Doig  
President

**CITY OF CHICAGO**

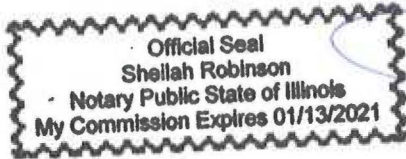
By: Eleanor Gorski \_\_\_\_\_

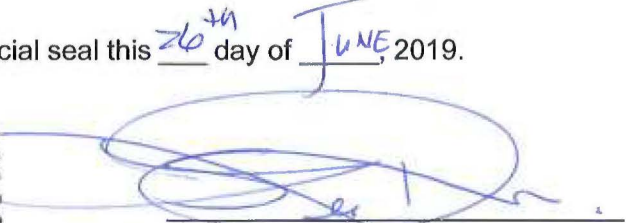
Eleanor Gorski  
Acting Commissioner,  
Department of Planning and Development

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

I, SHEILAH ROBINSON, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Doig, personally known to me to be the President of Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26<sup>th</sup> day of JUNE, 2019.



  
\_\_\_\_\_  
Notary Public

My Commission Expires 01/13/2021

(SEAL)

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

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

GIVEN under my hand and official seal this 26<sup>th</sup> day of June, 2019.

*Lynette Elias Wilson*  
Notary Public

My Commission Expires 6/6/2022

(SEAL)

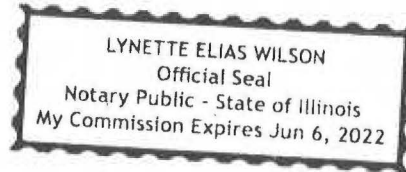


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN PULLMAN PARK – PHASE 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED ON JULY 19, 2011 AS DOCUMENT 1120029049.

PIN: 25-14-100-049-0000