

Request for Proposals

University Park, SIUE, Inc.

www.siu.edu/universitypark

RFP for Real Estate Marketing and Brokerage Services For University Park Properties

Proposal Announcement: September 23, 2013

Proposal Deadline: October 18, 2013

Submit To: University Park, SIUE, Inc.
One North Research Drive
Edwardsville, Illinois 62025-3604

Contact: Jim Pennekamp
Executive Director, University Park, SIUE, Inc.

Telephone: 618-659-9300
Email: jpennek@siue.edu

University Park SIUE, Inc. seeks a real estate firm specializing in commercial real estate to provide brokerage and marketing services for property owned by Southern Illinois University. It is the intent of this RFP to have the successful broker/firm enter into a brokerage and marketing services contract with University Park SIUE, Inc., a not for profit University Related Organization that is responsible for the management and administration of University Park.

Background:

University Park is a 330 acre research and technology park on the 2600 acre SIUE campus in Edwardsville Illinois. Approximately fifty percent (50%) of the Park is fully developed with access roads and underground utilities including water, sewer, electric and natural gas to lot lines (Exhibit 1). Telecommunications and data transmission capabilities are provided by AT&T and Charter Communications. Existing development includes five SIUE owned buildings, four privately owned buildings and two University Park owned buildings totaling 151,071 SF (Exhibit 2). Existing tenants include nine university units and 17 private companies (Exhibit 3). Property in University Park is covenanted regarding permitted use, site design and building requirements (Exhibit 4).

Property Owner:

The Board of Trustees of Southern Illinois University, governing Southern Illinois University Edwardsville, a body politic and corporate of the State of Illinois is the current legal owner of all property in University Park. University Park SIUE, Inc., a not-for-profit 501 (c) 3 organization, acts as agent of the Board of Trustees with respect to the University Park Facility. As such, University Park, SIUE, Inc. acts on behalf of the Board of Trustees in the management, operation, leasing, and maintenance of land, buildings, facilities, and other property included in the University Park facility.

University Park Mission:

University Park's mission is to mobilize the vast intellectual, applied research and business capabilities of SIUE and facilitate interaction with leading-edge research and technology based businesses. University Park offers emerging industries and businesses the resources to gain a competitive edge, benefits the economic development of the region by attracting new business and investment dollars to the area, and offers students and faculty the opportunity to conduct applied research.

Ground Leases

This RFP is specific to vacant sites within University Park and specifically excludes existing buildings and existing ground lease tenants. In addition, the +/- 25 acre site fronting on University Park Drive and State Route 157 (shown on Exhibit 1) is currently being considered in whole or in part as a site for a SIUE sponsored active senior residential community. No commission will be paid on that portion of the +/- 25 acre site utilized for a SIUE sponsored active senior residential community.

Available properties with approximate acreage are outlined in Exhibit 1. Property in University Park is available through long term ground leases. A typical ground lease term is sixty nine (69) years with three (3) ten (10) year options to renew. Ground leases may be paid in full at the beginning of the lease term or annualized.

Example of Ground lease alternative (Assumes market value of land at \$125,000 per acre)

Annualized Lease

\$12,500 per acre per year

\$ 1,250 per acre per year for CAM (Common Area Management)

Lease price and CAM adjusts to CPI every five years (Consumer Price Index)

(or)

Paid in Full Lease

\$125,000 per acre for a paid up lease

\$ 1,250 per acre per year for CAM

CAM adjusts to CPI every five years

Zoning Information

Pursuant to the Annexation Agreement between the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois governing Southern Illinois University Edwardsville, and the City of Edwardsville, Madison County, Illinois, a municipal corporation; page 2 Section C: the City agrees and acknowledges that under Illinois law the city is without regulatory jurisdiction , e.g. zoning, construction permits, and inspections over SIU and Southern Illinois University Edwardsville, in any event. The Annexation Agreement was signed on July 26, 1995.

(The acceptable land uses within University Park are described in the permitted use Covenants of University Park Exhibit 4). Police and fire protection in University Park are provided by the City of Edwardsville.

Permitted Use—Covenants

A. INTENT FOR FACILITIES:

It is the intent of the provisions of this Article to establish a research and office park in which research, education, training and corporate facilities, corporate and divisional headquarters, and prototype production facilities requiring a high degree of scientific input will be developed.

It is further the intent of this Article that permitted prototype production operations shall be those requiring the application of continuous or recurrent research rather than the production process for mass commercial operations.

B. USES PERMITTED:

1. Laboratories, offices, and other facilities for research, basic and applied, testing and consulting, conducted by or for any individual, organization, or concern, whether public or private.
2. Production or assembly of prototype products and processes but only on the scale necessary for full investigation of the merits of a product or process. In no case shall any such product(s) be produced in such quantity as would reasonably be considered inventory that is primarily or customarily held for commercial sale.
3. Conference centers.
4. Corporate and divisional headquarters.
5. Professional, recreational, and retail services incidental to and in support of any uses permitted in paragraphs 1 through 4 above, such as conference/hotel centers, food services, banking facilities, venture capital corporations, personal services, post office, mailing centers, training institutes, and like uses.
6. Incidental operations required to maintain or support any use permitted in paragraphs 1 through 7 above, such as maintenance shops, power plants, waste water treatment facilities, the keeping of animals and machine shops.
7. Any other uses reasonably related to the intended character of University Park provided same are first fully authorized in writing by the Administrator.

Request for Proposal

Scope of Services

- Perform market analysis
- Develop lead strategies
- Generate prospects
- Work with University Park Executive Director to negotiate ground leases
- Generate reports to the Executive Director summarizing marketing and prospect activity. At a minimum, reports are required every two (2) months.
- Handle all other customary activities and services associated with real estate transactions
- Upon request attend and present at quarterly meetings of the University Park Board of Directors

Broker Qualifications

- Must be licensed in Illinois and in good standing with the Illinois Department of Financial and Professional Regulation Real Estate Division
- Must have an excellent reputation in the real estate community.
- Must have extensive knowledge and experience in the bi-state St. Louis metropolitan area real estate market.
- Must have access to national and international marketplace.
- Must have comprehensive knowledge of the commercial real estate process.
- Must have a reputation for delivering quality customer service.

Insurance Requirements

For proposal purposes, respondents must submit copies of certificates of insurance for errors and omissions, general liability and workers compensation.

Proposal Submission Requirements

Deadline for submission

Proposals must be submitted at the address listed below no later than 4:30 p.m. CST, on October 18, 2013. Proposals received after that time will not be considered.

Place of Delivery

All proposals should be delivered to: University Park SIUE, Inc.
One North Research Drive
Edwardsville, Illinois
62025-3604

Attention: Jim Pennekamp
Executive Director

Number of Copies

Respondents are required to submit a total of four (4) complete hard copies of their proposals. All materials submitted by respondents become the property of University Park, SIUE Inc. and may not be returned.

Format and Content of Proposals

Each proposal must contain the following information using the following format.

1. Provide a letter of interest on letterhead of the commercial real estate broker. Include current Illinois real estate license number(s) for all individuals who will be involved in leasing University Park properties.
2. Provide a description and general history of the individual(s) who will be representing University Park.
3. Provide specific examples of successful projects in the St Louis area in which your firm played a significant role.
4. Describe your firm's access to the national and international market place.
5. Provide three (3) references of current or past clients for which your firm provided similar services. Please provide names and contact numbers for each reference.
6. Describe lead generation and marketing activities which you would perform on behalf of University Park.
7. State your proposed commission rate and calculation for both annualized leases and fully paid leases.
8. Provide copies of certificates of insurance for errors and omissions, general liability and workers compensation.
9. Provide a description of any past, current or pending litigation against your firm.
10. Provide a completed signed Contract Certification form (*Exhibit 5*)

Selection Process Schedule

RFP announced and distributed	Week of September 23, 2013
Deadline for receipt of proposals	October 18, 2013
Review of proposals	October 21 to 25, 2013
Notification of selection	October 31, 2013

Selection Committee

All proposals will be reviewed by a selection committee appointed by the University Park, SIUE, Inc. Board of Directors. All proposals will be evaluated based upon the information presented and the responsiveness of that information to the selection criteria outlined below.

Selection Criteria

- Knowledge of the Metro East and St Louis metropolitan area real estate market.
- National and Global reach for marketing University Park
- Commercial real estate experience , qualifications and references
- Proven commercial real estate track record
- Ability to meet or exceed the requirements defined in the RFP
- Commission rates

Terms and Conditions

Responses to this Request for Proposal will be kept confidential to the extent allowed by law.

The successful bidder will be required to comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority which are applicable to the work or to the project.

This Request for Proposal (RFP) is not an offer to contract, but represents an interest by University Park SIUE, Inc. to enter into an agreement for commercial real estate services in University Park. The preparation and submission of a proposal does not commit University Park, SIUE, Inc. to accept a proposal or enter into further negotiations.

University Park, SIUE, Inc. reserves the unconditional right to:

- Reject any and all proposals
- Modify or withdraw this RFP
- Revise RFP requirements
- Require additional information from RFP respondents
- Amend the RFP schedule including extension of deadline for submissions
- Hold discussions with any respondent
- Waive any nonconformity with this RFP
- Cancel or amend this RFP, in whole or in part

University Park, SIUE, Inc. may exercise these unconditional rights at any time at its sole discretion without notice and without liability to the respondent or any other party for any and all expenses incurred in the preparation of responses. Responses to this RFP will be prepared at the sole cost and expense of the respondent or any other party.

This RFP does not commit University Park, SIUE, Inc. to select a commercial real estate broker or to pay any and all costs associated with the preparation and submittal of responses to this RFP.

Exhibit 2: University Park Property List with Square Footage

Property	Square Footage
1 North Research Drive	2200
47 North Research Drive	11,615
95 North Research Drive	10,000
100 North Research Drive	4700
110 North Research Drive	6600
245 South Research Drive	4956
195 University Park Drive	8200
200 University Park Drive	40,000
220 University Park Drive	15,000
400 University Park Drive	36,000
420 University Park Drive	11,700
480 University Park Drive (ATM)	100
<u>Total</u>	<u>151,071</u>

Exhibit 3: University Park Tenant Listing

One North Research Drive

University Park Administration Office

47 North Research Drive

Early Explorations Daycare

95 North Research Drive

Addiction Treatment Strategies

Assurance Brokers Ltd.

Crouch Financial, LLC

100 North Research Drive

Juneau Associates Inc, P.C.

110 North Research Drive

ESS Data Recovery, Inc.

245 South Research Drive

Technology & Management Center

195 University Park Drive

ChrisLands.com

Kilfrost, Inc.

TRI-COR Industries, Inc.

200 University Park Drive

Dimond Brothers Insurance Agency, Inc.

Edwardsville-Glen Carbon Chamber of Commerce

G & W Engineering

Hastings & Chivetta Architects, Inc.

Leadership Council Southwestern Illinois

SIUE Marketing and Communications

Professional Service Industries, Inc. (psi)

Sachs Electric

SIUE School of Pharmacy

SIUE Textbook Services

220 University Park Drive

School of Pharmacy Laboratory Classrooms

400 University Park Drive

The NCERC at SIUE:Advancing Biofuels Research

420 University Park Drive

SIUE Laboratory Annex- Biology Labs

Chemistry Labs

Laboratory for Applied Spatial Analysis (GIS)

School of Pharmacy Research Laboratory

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
UNIVERSITY PARK, SOUTHERN ILLINOIS UNIVERSITY AT EDWARDSVILLE

THIS DECLARATION is made as of this 3rd day of August, 1989, by Laurence K. Pettit for and on behalf of the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, governing Southern Illinois University at Edwardsville ("Declarant").

ARTICLE I

RECITALS

WHEREAS, Declarant is the owner of certain real property in the County of Madison, State of Illinois, which is more particularly described on Exhibit "A: attached hereto ("University Park"); and

WHEREAS, Declarant wishes to establish certain covenants, conditions, and restrictions relative to the development, improvement, and use of University Park; and

WHEREAS, Declarant has designated the President of Southern Illinois University or his designee to administer and enforce the covenants, conditions, and restrictions set forth herein, who shall hereafter be referred to as "Administrator;" and

WHEREAS, Declarant wishes to confer upon the Administrator the authority to act on its behalf relative to the administration and enforcement of this Declaration.

NOW, THEREFORE, Declarant hereby declares that University Park and any and all interests therein shall be held subject to the following covenants, conditions, and restrictions. This Declaration is made in order to assure that University Park is developed and used in such a fashion as will enhance and protect the value of University Park and shall be binding upon all persons or entities now or hereafter holding any interest in University Park, their heirs, successors, and assigns. These covenants, conditions, and restrictions shall run with University Park and shall be binding upon all persons or entities having or later acquiring any rights, title, or interest in University Park, or any part thereof.

IT IS FURTHER DECLARED that the Administrator shall be and is hereby empowered to enforce, administer compliance with, and to otherwise act for and on behalf of and to bind the Declarant in all respects whatsoever related to this Declaration, without however, restricting Declarant's right to so act on its own behalf.

ARTICLE II

PERMITTED USE

A. INTENT FOR FACILITIES:

It is the intent of the provisions of this Article to establish a research and office park in which research, education, training and corporate facilities, corporate and divisional headquarters, and prototype production facilities requiring a high degree of scientific input will be developed.

It is further the intent of this Article that permitted prototype production operations shall be those requiring the application of continuous or recurrent research rather than the production process for mass commercial operations.

B. USES PERMITTED:

1. Laboratories, offices, and other facilities for research, basic and applied, testing and consulting, conducted by or for any individual, organization, or concern, whether public or private.
2. Production or assembly of prototype products and processes but only on the scale necessary for full investigation of the merits of a product or process. In no case shall any such product(s) be produced in such quantity as would reasonably be considered inventory that is primarily or customarily held for commercial sale.
3. Conference centers.
4. Corporate and divisional headquarters.
5. Professional, recreational, and retail services incidental to and in support of any uses permitted in paragraphs 1 through 4 above, such as conference/hotel centers, food services, banking facilities, venture capital corporations, personal services, post office, mailing centers, training institutes, and like uses.
6. Incidental operations required to maintain or support any use permitted in paragraphs 1 through 7 above, such as maintenance shops, power plants, waste water treatment facilities, the keeping of animals and machine shops.
7. Any other uses reasonably related to the intended character of University Park provided same are first fully authorized in writing by the Administrator.

ARTICLE III

DEFINITION OF TERMS

Building: Any structure, either temporary or permanent, having a roof, floor, and walls.

Building Heights: The vertical distance measured from Grade to the highest point of coping of a flat roof; to the deck line of a mansard roof; to the average height of the highest gable of a hip or gambrel roof.

Common Area Open Space: Any portion of University park that is neither a Street nor a Net Lot Area and which is made available from time to time for the non-exclusive use of all Lessees of Lots and their employees, agents, and invitees.

Development Parcel Area: The Development Parcel Area is the Net Lot Area plus any pro rata share of Common Area Open Space dedicated for public use such as streets, lakes, landscaped areas, walkways or others.

Driveway: A Paved Area located entirely on a Lot which provides vehicular access between a Building and an abutting Street.

Exhibit 4: University Park Covenants and Restrictions

Easement: An area within University Park that is designed and designated as a public or park-wide space requirement. Easements are controlled and maintained by the Administrator, and in some cases, may be considered as Common Area Open Space.

Grade: The Grade shall be the level of the Lot if the finished Grade is level, or if the Lot is not entirely level, the Grade shall be determined by averaging the elevation(s) of the Lot.

Improvements: Any Building, fence, wall, roadway, loading facility, outside storage facility, parking area, utilities, or any other type of structure that changes a Lot from its natural state.

Island: A raised and landscaped area in a Street, Driveway or Parking Lot.

Landscaped Areas: The total ground area of a lot requiring landscape treatment, excluding any area allocated to a Building footprint, Parking Lot, and Driveway. Included in the Landscape Area are all yards, patios, sidewalks, parking lot islands, medians, and planters.

Lessee: A tenant under a lease of a Lot in University Park.

Lot: Any parcel of land under a single leasehold ownership.

Lot Width: The straight line distance between the Side Net Lot Lines measured between the two points where the Front Net Lot Line intersects the Side Net Lot Lines.

Net Lot Area: The ground area available for building, parking, or yard landscaping. The Net Lot Area is the Development Parcel Area minus its pro rata share of University Park Streets, Common Area Open Space, paths, and the like.

Net Lot Lines: The Front, Side, and Rear Lot Lines separating the Net Lot Area from the adjacent property.

1. Front Net Lot Line: In the case of an Interior Lot, is that Net Lot Line which abuts a Street. In the case of a Corner Lot, there exists two Front Net Lot Lines.
2. Rear Net Lot Line: That Lot Line opposite the Front Net Lot Line. In the case of Side Net Lot Lines which intersect, the Rear Net Lot Line shall be an imaginary line parallel to the Front Net Lot Line not less than ten (10) feet long lying farthest from the Front Net Lot Line.
3. Side Net Lot Line: Any Lot Line connecting the Front and Rear Net Lot Lines.

Parking Lot: An area, other than a Street or Driveway, devoted to unenclosed parking stalls.

Parking Stall: The area, appropriately marked with distinguishing lines, in which one vehicle is to be parked.

Paved Area: An all weather surface such as asphalt or concrete.

Plans: Drawings and specifications prepared in accordance with the requirements of Articles V, VI, and VII.

Exhibit 4: University Park Covenants and Restrictions

Street: A dedicated public right-of-way, other than an alley, which affords a means of access to an abutting Lot.

University Campus: The campus of Southern Illinois University at Edwardsville, exclusive of University Park.

Yard: The space on any Lot which is required to be unoccupied and unobstructed from the ground upward except as otherwise provided in this Declaration and as defined herein:

1. Front Yard: A yard extending the full width of the Lot, the depth of which is the minimum distance between the Front Net Lot Line and the nearest point of any Improvement excluding utilities.
2. Rear Yard: A yard extending the full width of the Lot, the depth of which is the minimum distance between the Rear Net Lot Line and the nearest point of any Improvement excluding utilities.
3. Side Yard: A yard between any Improvement and the Side Net Lot Line, extending from the Front Yard to the Rear Yard, the width of which is the minimum distance between the Side Net Lot Line to the nearest point of any Improvement excluding utilities.

ARTICLE IV

NUISANCES, VIOLATIONS, AND SAFETY FACTORS

No Building or Lot in University Park at any time shall be used for: (a) the manufacture, storage, distribution or sale of any products or items which shall create an unusual fire hazard to Buildings or lands in or adjacent to University Park; (b) any business which constitutes a nuisance or causes the emission or odors or gasses which could reasonably be expected to be injurious to products or persons in University Park; (c) any purpose or use in violation of the applicable laws of the United States, the State of Illinois or Madison County; (d) any storage of material or the use of equipment or research processes which cause earth tremors or vibrations beyond the boundaries of any Lot upon which they are situated; (e) the storage of explosives; or (f) any use in contravention of any of the terms or conditions of this Declaration or the applicable lease.

ARTICLE V

PLAN COMPLIANCE

No Improvements shall be commenced, erected, or constructed, nor shall any addition thereto, or change or alterations therein, be made until there has been full compliance with the Plan review procedures as set forth in Article VI and VII and the applicable Lease and said Plans have been approved by the Administrator.

ARTICLE VI

PLAN SUBMITTAL

Exhibit 4: University Park Covenants and Restrictions

All required Plans will be submitted to the Administrator for review in accordance with this Declaration and the terms of the applicable lease. The Administrator reserves the right to approve or disapprove, in writing, the Plans relative to all particulars therein including but not limited to the location and method of construction of any Building, the quality, type of materials, and colors used; harmony of external design with other existing or planned University Park or University Buildings and landscaping; and location as the same relates to topography, setbacks, Grade, Driveways, Parking Lots, and size of University Park or University Buildings.

Unless otherwise stated herein to the contrary, all Plans submitted must be on 24" x 36" sheets at a scale of 1" = 20' for Site Plans and 1/8" = 1' for Building plans, with printing capable of being reduced by 50% while retaining legibility. In instances where the required scale will not fit on 24" x 36" sheets, 30" x 42" will be considered the maximum size. Thereafter, the scale can be reduced.

With each submission as hereinafter required, the Administrator may require additional information. Lessees should not proceed further in the design process than the Administrator, or the basic intent of the process of working together will be thwarted.

ARTICLE VII

LOT AND BUILDING DESIGN AND PLAN REVIEW PROCEDURE

The process for obtaining the Administrator's review and approval of Plans is as follows:

- A. **PREDESIGN CONFERENCE**: Prior to committing to any Lot or Building design, Lessee and his professional consultants shall meet with the Administrator to review the design standards of University Park and Lessee's proposed design. The Administrator will work with Lessee to determine the size of Lot needed to accommodate Lessee's building and site needs.

At this meeting Lessee will be expected to outline to the Administrator, as much as possible, the project in terms of its land use, Building size, Building mass arrangement, number of potential employees, kinds of projects, material use expected (especially any hazardous materials), financing budget, and proposed construction timetable. Information at the conference will include a 1" to 50' topographic map of the Lot and an identification of special conditions and the trees which the Administrator considers important to retain.

- B. **SCHEMATIC PLAN REVIEWS**: During the planning process, the Administrator (or his or her representative) will be available to review conceptual and schematic drawings, attend planning team meetings, and interact with Lessee's design team. Culmination of the schematic plan reviews will be Lessee's Preliminary Plan submittal.

- C. **PRELIMINARY PLAN REVIEW**: At this stage Lessee shall be responsible for submitting three (3) sets of preliminary Plans and one (1) set of reproducible sepias detailing the following Lot, site, and Building information:

1. Lessee's name, address, and telephone number, the name, address, and telephone number of the firm(s) preparing the plans, the Lot designation, the scale and north arrow, the date, legal description of Net and Development Parcel Area, and the date of submission.

Exhibit 4: University Park Covenants and Restrictions

2. Location plan of the proposed Improvements, dimensions of Front, Side, and Rear Yards, and other related site development information and calculations.
3. Clearing, grading, and drainage plan showing proposed clearing limits, existing and proposed contours at one foot intervals, and drainage plan with erosion control measures indicated. Existing plant materials of significant value shall be indicated as well. This information is requested for Madison County review at this stage and will be supplied to the County by the Administrator.
4. Utilities plan showing sanitary sewer, water, electric, gas, telephone, industrial waste disposal method, and exterior Building, Parking Lot, and exterior lighting systems. (The final submission shall include catalogue cuts and mounting details for all exterior fixtures.) The utilities plan shall also disclose the peak utility requirements of the proposed Improvement.
5. Landscape and irrigation plan showing existing and proposed plant material and water sources for all planted areas. (The final submission shall indicate quantity, quality, species, and sizes for the plant material.)
6. Parking Lot and service area (including garbage container areas) layout plans.
7. Elevations of Buildings from all sides at an appropriate scale sufficient to clearly indicate the placement and massing of the Buildings. The following Building details shall also be provided:
 - a. Heights of all Improvements. The final submission shall indicate, by two dimensional drawing and graphic representation, the mounting heights of all lighting fixtures.
 - b. Windows, doors, and other fenestrations.
 - c. All exterior materials and colors. (The final submission shall include the manufacturer's name and catalogue numbers of all materials and colors and/or samples of same.)
8. Roof Plan at an appropriate scale indicating the location and sizes of all roof mounted equipment and proposed method for screening all equipment.
9. Exterior sign location plan at an appropriate scale. (The final submission shall include details for all signs and graphics.)
10. A plan for traffic engineering, showing anticipated number and types of vehicles and how they will be routed.
11. Pedestrian pathway connections to adjacent common area pedestrian pathway(s).
12. Outline specifications for proposed construction.

Exhibit 4: University Park Covenants and Restrictions

13. A detailed description of the operation of the proposed Improvement and its generation of noise, odors, and particulates.
- D. DESIGN DEVELOPMENT PLAN REVIEW AND APPROVAL: Based on approval of preliminary plans, Lessee shall submit detailed Plans consisting of 3 full sets of blueprints and a set of reproducible sepias in accordance with the requirements outlined below.
1. A dimensioned site plan sheet at 1" equals 50' or larger showing the relationship of the Building's location on the Lot relative to existing and proposed topography, landscaping, drainage, etc.
 2. Drawings (dimensioned at 1/8" equals 1' or larger) showing the front, rear, and side elevations and heights of the proposed Building(s).
 3. Drawings (dimensioned at 1/8" equals 1" or larger) showing the proposed layout of the internal floor plan, including detailing of roof construction.
 4. A colored rendering of the Building showing general character of the structure (height, Building mass, colors, and Building landscape materials proposed).
 5. A cross section of Lessee's Lot and those adjacent lots containing Improvements at a scale of 1" = 20' in longitudinal and transverse directions, indicating the relationship of the Buildings and Parking Lots and major grading to the Street, and major landscaping. The site plan and sections will be sufficiently accurate to permit analysis of Building mass, visual screening, erosion control, drainage, tree protection, and landscape architectural design.
 6. Samples of all exterior Building materials to be utilized showing textures, colors, fenestration, and other detailing necessary for actually depicting the finished Building and its Lot.
 7. Specifications for architectural, structural, mechanical, electrical, and site elements.
 8. Detailed drawings showing the proposed design of all exterior signs, including elevation, dimensions, location, material, lettering, color, and lighting. This would include drawings depicting the design of the main entrance onto the Lot.
 9. A report detailing the operation relative to environmental questions of noise, odor, glare, vibration, smoke, dust, ashes, radiation, hazardous or noxious wastes, and any other factors requested by the Administrator.
 10. Right-of-way lines of existing and proposed Streets and sidewalks immediately adjoining and within the proposed Lot, and the names of all proposed Streets.
 11. Location of curb cuts for the Lot.
 12. Location of curb cuts for adjacent Lots (if known).

Exhibit 4: University Park Covenants and Restrictions

13. Location, dimension, and proposed use of all parking, loading and stacking areas, and access drives.
14. Information for fire department, indicating type of roof construction and where sprinklers and smoke domes are to be provided.
15. Location of all Building entrances.
16. If Lessee has taken an adjoining Lot or Lots, a preliminary site plan showing the relationships between all Lots. This will include all Buildings, parking, and parking structures.
17. Water supply plan, including location of fire hydrants.
18. Sewage load estimate and disposal plan.
19. Industrial and hazardous waste disposal plan.
20. Estimated number of employees.
21. Lot calculations and landscape plan indicating location, type, and size of existing trees and vegetation, identifying those to be preserved and location, type and size of trees, vegetation, and other amenities to be provided, prepared by a registered landscape architect.

The yard calculations, at a minimum, shall show total Net Lot Area, area devoted to Building footprint, area devoted to paving for Parking Lots and Driveways. The balance of the Net Lot Area will be considered as areas available for landscaping in hardscape or plants.
22. Location of all common areas.
23. Locations of all lighting fixtures, fences, street furniture, directional signs, types of lighting at-grade illumination levels, and light cutoffs.
24. A grading plan showing existing and finished Grades and proposed methods of handling storm runoff from roof and paved Areas and existing tree protection.
25. Storm drainage calculations by a person licensed to design a storm drainage system.
26. A completely filled out Building Officials and Code Administrators International, Inc. (BOCA) evaluation form.
27. Such other reasonable information as may be required by the Administrator including a full set of contract documents for the construction.

Approval, rejection or recommendation of the Design Development Plant by the Administrator shall not be unreasonably withheld. The Administrator reserves the right to request a meeting with Lessee or Lessee's architect to discuss the design at this stage.

Exhibit 4: University Park Covenants and Restrictions

The Administrator will return to Lessee one complete set of drawings and specifications marked approved and signed by the Administrator.

- E. WORKING DRAWINGS AND CONSTRUCTION SPECIFICATIONS: Upon final Plan approval from the Administrator, Lessee will be responsible for submitting Building plans to the appropriate governmental authorities for their review and approval as to conformance to local and state building safety codes in accordance with their review process. No construction shall commence until required permittals are obtained.

The Administrator reserves the right to request a meeting with Lessee or the appropriate governmental authorities to discuss any modifications necessary to make the design conform to the approved Plans. If requested, this meeting must be held prior to any site clearing, development or building.

Lessee, prior to the start of construction, will submit three (3) sets of its final required working drawings and construction specifications and one complete set of mylars to the Administrator to ensure adherence to the previously approved site plan design, and to provide an on-site record of the Building and site.

- F. REVIEW PROCEDURES AND TIME: In each submission phase within a given time after submission, a review meeting will be held and the Administrator will provide a written approval, an approval conditioned upon certain clearly stated modifications, or a denial of the application with a statement of the major changes required for resubmission. The review time periods will be as stated in each lease of a Lot.
- G. SUBSTANTIAL COMPLETION: When substantial completion of construction has been reached, the Administrator will be notified and will then have ten (10) days to inspect the facility and approve it for occupancy based on its conformance.

ARTICLE VIII

DEVELOPMENT DESIGN STANDARDS

- A. SITE DEVELOPMENT CRITERIA:

1. Coverage: Buildings will occupy no more than thirty percent (30%) of a Lot. Paved Areas will cover no more than an additional 50% of a Lot when reduced by internal landscaped areas.
2. Height: For Lots adjacent to South University Drive and to the University Campus on the west, building height shall be a maximum of forty (40) feet above the natural grade at the edges of the Building. The exceptions to this will be a conference center, which may be higher. This forty (40) foot height limitation shall also apply to Lots adjacent to East University Drive. Heights of Buildings on other Lots will generally be limited to fifty-five (55) feet but will be reviewed on an individual basis for additional height depending upon their location and relationship to other Buildings.
3. Setbacks: Setbacks are determined from the Net Lot Lines and depend upon the adjacent use:

Exhibit 4: University Park Covenants and Restrictions

<u>Use</u>	<u>Building</u>	<u>Parking</u>
South and East University Drives	100'	50'
Park Drive (Main Drive through University Park	75'	50'
Internal Park Roads	50'	50'
Campus Parking Areas	50'	None
Route 157	100'	50'
Golf Course	50'	25'
Adjacent Development Parcel	30'	15'
Open space	10'	5'
Drives Within the Parcel (except drop-off)	30'	15'

4. Parking: No parking will be allowed on streets within University Park or on drives within a Lot. It will therefore be necessary for each Lot to provide for its own parking needs on-site. Parking will be in the following ratios:

One Parking Stall per three hundred (300) gross square feet of Building area, or one (1) Parking Stall per 1.5 general office or research person, one Parking Stall for each management person, and one visitor Parking Stall for each ten management persons.

Upon submission of evidence to the satisfaction of the Administrator that less parking will be needed, then the parking Stalls will not need to be constructed. They must, however, be shown on the site plan and the Administrator will reserve the right to have the Parking Stalls constructed in the future if any capacity problem emerges.

All Parking lots will be curbed with concrete and surfaced with bituminous concrete, concrete or an approved equal material.

5. Service: Loading and service areas will be located on the side or back of the buildings and will be constructed with screening walls of the same materials as the Building so that no refuse areas or loading doors or docks are visible from the closest Net Lot Lines or from any Street or developed (or planned) Common Area Open Space.
6. Signage: All signage shall be reviewed by the Administrator in detail for conformance with this Declaration and with the same material and form as the Building architecture. No internal lighting of signs will be allowed. One identification sign will be allowed at the entrance to each Lot. This sign shall not be more than four (4) feet high. One Building identification sign of smaller size will be allowed at or near the main entry and not above the first floor level. Traffic control signs will be of the minimum size usable for the purpose and will be designed to be visually unobtrusive.
7. Lighting: Lighting should be provided for all entrances, walkways, parking lots, and loading areas. Building facades themselves may be lit if the lighting quality is soft, the source is not visible, and it compliments the architecture. The Building identification signage will be externally lit.
8. Drainage: Each Lot will be responsible for the collection and retention of its own storm drainage and the release of such drainage at a location and rate approved

by the Administrator and in a way which does not cause erosion problems. When an adjacent Lot drains onto a Lot, this drainage shall also be provided for. A study and calculations by a licensed professional engineer will be required to design the system.

9. Landscape: All Parking Lots and the perimeters of all Parking Lots (or garages) shall be screened on the Street sides and on sides abutting other Lots and Common Area Open Space with low walls or earth berms at a height of approximately three (3) feet or with dense evergreen plantings of shrubs in double offset rows at approximately four (4) feet on center.

When visible from any Street, Common Area Open Space or Parking Lot, loading and trash areas should be screened by dense double offset rows of evergreens five (5) feet high so that as much of the loading dock as practical is screened from view. Planting areas or Islands in the Parking Lots shall include trees planted within protected planting areas at one three inch (3") caliper tree per three Parking Stalls. Planting of trees in Parking Lots should be sufficient to visually divide the expanse of paved parking so that no continuous open Parking Lot exceeds one half acre in size. Tree species used in parking areas shall be tolerant of exhaust emissions, have high enough branches to avoid danger to pedestrians, not be prone to physical damage, and not produce fruits or other forms of litter. Tree planting will be done along all Driveways at one (1) three inch (3") caliper tree at thirty (30) feet on center on each side of the Driveway. A landscape design concept will be provided for each Lot. The concept will compliment the architectural concept of the Building and exhibit the design quality and attention to the importance of the landscape which is exhibited by University Park.

Special landscaping conditions will apply to the west sides of Lots adjacent to the University Campus where a landscaped earth berm will be required to a height of twelve (12) feet above the existing grade at the center of the berm. All landscaped areas and the main turf areas between the Building and Street shall have a time controlled irrigation system which will be used to maintain the quality of the vegetation. Special attention will be given to the preservation of existing trees on the Lots. This will include any trees with a trunk diameter above six (6) inches at three feet above the ground and all forested areas where both large trees and understory growth will be preserved with exceptions made by the Administrator. Building and Parking Lots as well as site grading must be carefully considered in relation to the preservation of the existing trees which may occur on a Lot.

10. Utilities: All utilities and related accessories, except as authorized by the Administrator, will be underground as they pass through the Lot.

B. BUILDING APPEARANCE:

1. Architectural Character: Buildings shall be contemporary in character and will avoid eclectic or traditional styles. They will, in all cases, be expected to have certain similarities to the character and appearance of the buildings on the University Campus. This will include a general horizontal emphasis in massing and fenestration along with the predominant use of materials similar to those

Exhibit 4: University Park Covenants and Restrictions

used on the University Campus. Within these guidelines, it is expected that the individual identity of the Building will be able to be exhibited by the ways in which materials and elements are combined in the design and, in particular, with the design of the Building's entrance areas.

2. Materials, Colors, and Textures: Predominant exterior materials are to be the brick of a similar color to the buildings on the University Campus, natural concrete and tinted glass similar to the University Campus. Additional materials will be allowed in limited amounts as a means of adding individuality. Highly polished or reflective materials or bright, non-earth tone colors will be limited to special features which will accent parts of the Buildings, not set off an entire façade.
3. Roofs and Massing: Both flat and sloped roofs will be acceptable within the context of Buildings with a horizontal emphasis and massing. Projections of vents, stacks, aerials, and towers will not be allowed to show in any significant way unless they are screened or integrated into the design and of the architectural form of the Building. This will include mechanical equipment and skylights. The roof surfaces should receive the same design attention as the Building facades because many of them will be visible from part of University Park and from the upper floors of the University Campus. The roofs should appear neat, well organized, and as part of the architectural concept of the Building. The color and materials should be chosen to be medium to dark gray or brown so as to relate well to the Buildings but draw very little attention to themselves.
4. Glare: Glare, whether direct or reflected, such as from floodlights, high temperature processes, or glazing at any angle other than plumb in the vertical plane, and as differentiated from general illumination, shall not be visible at any Net Lot Line.
5. Exterior Lighting: Any light used for exterior illumination shall direct light away from adjoining properties.
6. Special Equipment: Satellite dishes and other similar pieces of equipment will be located on the ground or not openly visible on Building roofs. If placed on roofs they will be completely screened from view from all Streets, Parking Lots, adjacent Lots, Common Area Open Spaces, and the University Campus by walls of a material compatible with the Building architecture. If placed on the ground they will be so screened with such walls or by dense double rows of evergreen plantings.
7. Walls and Fences: These elements may be used with discretion to create decorative effects or for the screening of elements on the Lot. Fences will be of high quality materials such as wrought iron and will be custom designed to relate to the architectural character of the Building. No perimeter security fencing will be allowed and no fencing may run more than twenty-five percent (25%) of the Front Net Lot line. Maximum height for fences will be four (4) feet unless a special decorative effect is approved by the Administrator. Walls will be constructed of the same materials used in the Building facades and will be limited

Exhibit 4: University Park Covenants and Restrictions

to three (3) feet in height except where they are being used to screen service areas or where making a transition from the Building façade.

8. Accessibility: All Buildings, Lots, and Parking Lots will be accessible to disabled individuals. This will include both visitor areas and all general work spaces and administrative areas. The only exceptions will be portions of Buildings and Lots which are service and maintenance oriented. Disabled Parking Stalls will be provided at a ratio of two percent (2%) of the total Stalls or a minimum of three (3). The specific guidelines for accessibility should be American National Standards Institute, Inc. – ANSI A117.1 – 1980. Included in the definition of disabled individuals and the commensurate improvements designed for their use should be the sight and hearing impaired as well as the orthopedically disabled.
- C. Construction: The construction of University Park will take a number of years. Consequently, it will be important for the Administrator to maintain control over the factors which affect the way University park looks and operates during that time.
1. Access: Heavy truck and equipment access via South and East University Drive and Park Drive will be restricted to certain hours. The Administrator may limit use to only one of these roads for construction access. In the event that a secondary access to University Park is opened, construction traffic will be required to use it at all times. Designation of construction access will be at the discretion of the Administrator. This may consist of a temporary road parallel to Ppark Drive or a temporary extension of Park Drive to East University Drive or Illinois Route 157 or another access. Only one construction access point will be allowed from the permanent road system to each Lot. Any debris or dirt will be removed from the Street at that point daily.
 2. Temporary Facilities: Temporary structures and utilities will be set up in an orderly way and maintained as such until their removal at the point of substantial completion of construction. The construction limits and location of these temporary facilities will be shown as part of the final development plans approved by the Administrator.
 3. Materials and Equipment: Locations for storage and stockpiling of debris will be shown on the final plans and will be located in unobtrusive places. Temporary construction fences may be required. Soil stockpiling will be seeded and maintained erosion-and weed-free. Construction signs will be limited to the approved size of the permanent sign.
 4. Erosion Control: The final plans will indicate all means of controlling erosion and sedimentation by limiting the area of grading, dissipating storm run-off, stabilizing graded areas quickly, protecting disturbed areas from run-off flow, and retaining sediment within the Lot. Erosion control measures will be shown in the final plans and specifications for construction.
 5. Tree Protection: The limits on construction will be minimized and clearly shown on the final plans trees within the limits of construction to be retained. Such trees will be protected by barriers at their drip line. Severe grading around existing trees will be designed to avoid root damage or the modification of existing relationships between soil level, drainage, and the root system. Any utility cuts

will either be outside the drip line or will be drilled under the center of the tree to avoid substantial root damage.

D. **ENVIRONMENTAL PERFORMANCE:** It is the intent of this section to provide that all activities by Lessees minimize and/or eliminate activities which may potentially create conditions that are offensive and/or hazardous. For that purpose compliance with the items presented in this section is required. In addition to the listed environmental performance items, each Lessee is responsible for compliance with all applicable City, State, County, and Federal environmental laws and regulations. Each Lessee is responsible for informing the Administrator of all environmental laws and regulations that are applicable to Lessee's operations and the status of Lessee's compliance with these laws and regulations. In addition, the Administrator will be copied on all environmentally related correspondences sent to and received from vendors, government agencies, and all other groups. Each Lessee shall develop emergency contingency plans and employ persons with safety and/or environmental training where appropriate. A copy of the emergency plan will be provided to the Administrator prior to its implementation. Each Lessee will also identify a single individual with the authority to communicate with the Administrator on any of the items presented in this section.

1. **Noise and Vibrations:** For the purposes of noise control, all of University Park will be defined as Class B land, as defined under the State of Illinois Noise Pollution Control Regulations as adopted by the Illinois Pollution Control Board on June 26, 1973, and published in the Pollution Control Board Newsletter – Number 70, and all regulations for Class B land shall apply. Ground vibration at any Net Lot Line shall not exceed a peak velocity of 0.05 in/sec when measured at or below ground level. When construction activities are occurring near the Net Lot Lines, related ground vibration shall not exceed 0.5 in/sec (i.e., pile driving, blasting, etc.).
2. **Odors and Air Emissions:** Odors from any use shall not be discernible at any Net Lot Line. The values given in Table II (Odor Thresholds), Chapter 5, "Physiological Effects," in the "Air Pollution Abatement Manual," by the Manufacturing Chemists' Association, Inc., Washington, D.C., copyright 1951, shall be used as standard in case of doubt concerning the character of odors emitted. In such case, the smallest value given in Table III shall be the maximum odor permitted. Particulates and all other emissions generated by a Lessee's activities shall be licensed via the Prevention of Significant Deterioration (PSD) permit, if applicable by the Illinois Environmental Protection Agency. In any case, particulate emissions will be regulated in accordance with State and/or Federal law. No fugitive particulates from material piles including raw material, products, by-products, and waste piles will be allowed. Also no emissions containing hazardous wastes/materials as defined by RCRA, TOSCA, and FIFRA or subsequent revisions of the Acts will be allowed from any source.
3. **Drainage:** Each Lot's storm water drainage system will be allowed to flow unrestricted and run-off water will not be allowed to make contact with potential sources of contamination related to a Lessee's operations. Construction activities will require drainage and erosion control which will be implemented prior to construction. In all cases, the smallest practical area of a Lot shall be exposed at any time during development or construction, and exposed soil shall be replanted at the earliest possible date. However, excessive application of

Exhibit 4: University Park Covenants and Restrictions

fertilizers and biocides will not be allowed. All erosion and siltation control devices shall be regularly inspected and maintained during development. Where fill is necessary to attain the approved finished Grade of any Lot in University Park, it shall be free of waste materials and shall not contain noxious materials that will give off odors of any kind. No top soil shall be allowed to be stripped from any Lot within University Park and removed from within the boundaries of University Park without the express written consent of the Administrator. Where applicable, storm water diversion will be allowed only if a National Pollution Discharge Elimination System (NPDES) permit is granted by the Illinois Environmental Protection Agency.

4. Hazards: Any operation shall be carried on with reasonable precautions against fire and explosion hazards. All areas inside and outside of a Building shall conform to all current National Fire Protection Association (NFPA) fire and life safety codes. Only minimum quantities of materials including raw materials, reagents, products, by-products and wastes will be stored on-site. Storage, handling, and use of hazardous and/or explosive materials will be in accordance with Illinois Environmental Protection Agency, U.S. Environmental Protection Agency, and Illinois Department of Mines and Minerals rules and regulations, if applicable.
5. Biologicals: Use of biological agents including laboratory animals will be allowed upon plan approval by the Administrator. No treatment of infectious, pathogenic or etiologic waste will be allowed on-site. A Lessee must arrange for proper off-site disposal of all waste products.
6. Radioactivity: Operations shall cause no dangerous radiation at any Net Lot Line or in any area where people outside Net Lot Lines could be expected as specified by the regulations of the United States Nuclear Regulatory Commission (NRC). The most current section of Title 10, Chapter 1, Part 20, Code of Federal Regulations, "Standards for Protection Against Radiation," shall govern the use of radioactive materials. All sources of ionizing radiation will be licensed by either the NRC or the Illinois Department of Health.
7. Electromagnetic Radiation: Any electrical radiation shall not adversely affect at any point, any operations or any equipment other than those of the creator of the radiation. Avoidance of adverse effects from electrical radiation by appropriate single or mutual scheduling of operations is permitted.
8. Waste: All sewage and industrial waste shall be treated and disposed in such manner as to comply with the air emissions, solid and hazardous waste, and water quality standards applicable. Pretreatment of wastes on-site prior to sewer discharge will be subject to Administrator approval. Direct surface discharge of wastes on-site will not be permitted.
9. Building Materials: No Building materials which will create an exposure hazard to occupants of a facility in excess of Occupational Safety and Health Agency (OSHA) standards will be allowed. All waste and construction materials are to be collected and properly disposed. No waste construction materials are to be incorporated into the fill or a Lot.

10. Violations and Accidental Spills: All environmental violations including accidental spills are to be reported immediately upon detection to the appropriate agency. Each Lessee is responsible for the cleanup and will copy the Administrator on all correspondence sent or received which is relative to the violation/spill including cleanup. Cleanup plans are subject to review and approval by the Administrator prior to implementation.

Wherever in this Article a rule, regulation, standard or other governmental action is referenced, that reference shall be construed to include such rule, regulation, standard or action as amended from time to time.

ARTICLE IX

MAINTENANCE

Each Lessee shall at all times, keep its Lot, Buildings, and Improvements in a safe, clean and neat, and sanitary condition and shall comply with all laws, ordinances, and regulations pertaining to health and safety. Each Lessee shall provide for the timely removal of trash and rubbish from its Lot.

During construction it shall be the responsibility of each Lessee to ensure that, while Improvements are under construction, Lots are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, and the like are kept in a neat and orderly manner.

ARTICLE X

BUILDING CODES

Lessee shall comply with all applicable city, county, state, and federal codes, regulations, and ordinances. In the absence of local or state codes governing Building use, construction and/or maintenance, the Administrator will apply the 1987 BOCA Basic Codes as published by the Building Officials and Code Administrators International, Inc.

ARTICLE XI

ROAD AND EASEMENT CUTS

No Street right-of-way or Common Area Open Space Easements shall be cut or opened. All utility lines shall be buried or pushed under the Street.

ARTICLE XII

TRENCHING OR BLASTING

No Lessee shall use explosives for the purpose of constructing foundations, trenches, etc., without the express permission of the Administrator. Such explosives shall only be used by

licensed personnel to ensure that adjoining Buildings do not suffer structural damage resulting from actions of the party utilizing the explosives.

Any Lessee utilizing explosives shall inform adjacent Building owner/occupants within the blasting area of their use and time of explosion.

ARTICLE XIII

ENERGY CONSERVATION

Due to the importance of energy conservation and the advantages of incorporating new energy measures, the Administrator shall establish standards which shall be followed by Lessee and which shall be subject to Plan review.

Each Lessee, through its consultants, shall be required to submit a detailed analysis outlining its proposed approach to providing heating, cooling, lighting, and other energy requirements of the Building. Areas to be considered shall include:

1. Building shape, mass, orientation, and placement
2. Types of materials and their insulation characteristics.
3. Fenestration, including the exact placement of all glass and shading devices.
4. Mechanical systems characteristics, including methods of cooling and heat recovery.
5. Energy characteristics, including the application of direct solar or photovoltaic energy.

The Administrator shall maintain a policy of encouraging land planning arrangements by individual Lessees which can be directed to the conservation of energy or to the creation of nontraditional energy sources. For example, the Administrator may waive Side or Rear Yard setback requirements in favor of no setbacks if two (2) or more Lessees present a sound plan for clustering their Buildings. In addition to fulfilling the design and development criteria described in the preceding sections of this Declaration, such a plan shall have to demonstrate the energy-conserving measures that can be effected by clustering the Building elements.

ARTICLE IXV

PUBLIC ART

Over the years a public outdoor art program shall be developed. In order to fund this program, all University Park Lessees shall be asked to voluntarily participate.

ARTICLE XV

ISSUANCE OF A CERTIFICATE OF COMPLIANCE

Upon final inspection of the Administrator, and when it has been found that the proposed construction has been completed, in accordance with applicable Building codes, ordinances,

rules, and regulations and also in accordance with this Declaration, the Administrator shall issue a temporary or final Certificate of Compliance. No Building shall be occupied without the issuance of a Certificate of Compliance.

ARTICLE XVI

PROJECT SUPERVISION

Lessee agrees to allow the Administrator's project construction manager and the Administrator's agents free access onto the Lot for the purpose of assuring the Administrator that the facility is being constructed in accordance with the approved Site Plans.

ARTICLE XVII

SPECIAL ASSESSMENTS/UNDERGROUND UTILITIES

Each Lot shall, prior to initial occupancy of a Building, be appropriately serviced by a Street and sewer and water lines for which Lessee may be subject to special assessments by the utilities involved.

ARTICLE XVIII

RIGHTS-OF-WAY/EASEMENTS

Each Lessee subject to this Declaration hereby agrees to cooperate with the Administrator in the planning and granting of all easements necessary and reasonable for the further development of University Park.

ARTICLE XIX

AMENDMENT AND ENFORCEABILITY

Declarant reserves the right to convey, grant easements in or across, or dedicate portions of University Park from time to time for such purposes as Declarant deems reasonably necessary or desirable for the full development of University Park as contemplated herein, and, in furtherance thereof, to withdraw said portion from this Declaration.

This Declaration may be amended from time to time by Declarant without the necessity of first obtaining the approval, joinder, or consent of any other person or entity.

The right to enforce the terms and conditions of this Declaration is vested solely in the Administrator and Declarant, jointly and severally, and no other person or entity shall have the right to enforce the same without the prior written consent of the Administrator. The remedies for any breach or violation shall include all rights and remedies provided at law or in equity, including but not limited to the right of injunction and specific performance.

ARTICLE XX

LEASES

Each Lessee in University Park must execute a lease of real estate in University Park. The lease will be subject to and incorporate by reference this Declaration and This Declaration references such lease. Both documents are intended to and shall govern the relationship between Declarant and Lessees. Both documents will be construed together and consistently.

ARTICLE XXI

CODES, STANDARDS, LAWS, ETC.

Whenever reference is made to, or compliance is required with any law, regulation, statute, ordinance, code guideline, manual or standard (governmental or private), such reference or compliance will be construed to refer to the form, version or status of any such law, regulation, statute, ordinance, code, guideline, manual or standard as it or they exist at the time this Declaration or a lease becomes applicable to a Lot or Lessee and as amended thereafter as required by law.

ARTICLE XXII

AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 3rd day of August, 1989.

DECLARANT: Board of Trustees of
Southern Illinois University, a body
politic and corporate of the State of
Illinois

By: s/ Lawrence Pettit

Title: Chancellor

ATTEST:

S/ Sharon Holmes
Executive Secretary

Exhibit 5: Contract Certification

CONTRACT CERTIFICATION

EDUCATIONAL LOANS – The Contractor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385).

BRIBERY – The Contractor certifies that it has not been convicted of bribery, attempting to bribe or made an admission of guilt of bribery of a State officer or employee in accordance with the Illinois Procurement Code (30 ILCS 500/50-5).

BID-RIGGING/BID-ROTATING LAW – The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of bid-rigging or bid rotating as those terms are defined in the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

DRUG FREE WORKPLACE – The Contractor certifies that it will comply with the Drug Free Workplace Act (30 ILCS 580) and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

FOREIGN EQUIPMENT/CHILD LABOR – The Contractor certifies in accordance with Public Act 94-0264 no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

NON-DISCRIMINATION IN EMPLOYMENT – The Contractor agrees to comply with the Public Employment Works Act (775 ILCS 10), which disallows discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, military status, or unfavorable discharge from military service in employment or contracting.

LACK OF APPROPRIATION – The Contractor agrees that the contractual obligations of SIUE shall cease immediately without penalty or further payment if, in any fiscal year, the Illinois General Assembly or federal funding sources fails to appropriate or otherwise make available funds for this contract. The Contractor will be paid for satisfactory performance during the periods for which funds were available.

USE OF SUBCONTRACTORS – The Contractor will not utilize the services of a subcontractor in fulfilling its obligations under this contract without obtaining SIUE's prior written approval.

INTERNATIONAL ANTI-BOYCOTT – The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the Act.

MAINTENANCE OF DOCUMENTATION – With respect to each annual Contract term, Contractor shall maintain, for a minimum of 5 years after such annual Contract term, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Contract; the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

DEBT CERTIFICATION – The Contractor certifies that it is not delinquent in the payment of any debt to the State of Illinois in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

FOREIGN-MADE MATERIALS PRODUCED BY FORCED LABOR – The Contractor certifies that no foreign-made equipment, materials or supplies furnished to SIUE under this contract will be or have been produced, in whole or in part, by forced labor, convict labor or indentured labor under penal sanction.

CORPORATE INTEGRITY – The Contractor certifies that it, its officers, directors, partners or other managerial agents have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5) within the last five years. These laws prohibit falsifying corporate financial records, selling unregistered securities, and fraudulent purchases or sales of securities.

ENVIRONMENTAL VIOLATIONS – The Contractor certifies that it has not been found liable for any violation of the Illinois Environmental Protection Act ("Act") (415 ILCS 5) by a court or the Pollution Control Board within the last five years. Violations of the Act may include dumping hazardous wastes, air pollution, water pollution, land pollution, and permit non-compliance.

GOVERNING LAW – Notwithstanding anything in the Contract or purchase order to the contrary, this Contract shall be governed by the laws of the State of Illinois without reference to conflict of laws principles. The parties acknowledge that SIUE is a State entity and as such any claims brought against it must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505).

ILLINOIS USE TAX CERTIFICATION – The Contractor certifies that it is collecting and remitting Illinois Use Tax of all sales of tangible personal property in accordance with the Illinois Procurement Code (30 ILCS 500/50-12).

FALSE CERTIFICATIONS – The Contractor acknowledges that SIUE may declare this Contract void if any of the certifications made herein by the CONTRACTOR are false.

CONFLICTING DOCUMENTS – In the event of a conflict between these contract certifications and Contract or purchase order, whichever may be the case, these contract certifications shall control.

BUSINESS ENTERPRISE PROGRAM FOR MINORITIES, FEMALES AND PERSONS WITH DISABILITIES – In order to promote the development and use of minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities by Public Act 88-597 (30 ILCS 575/0.01, et seq.). This Act requires that each State of Illinois public university annually report its utilization of businesses owned by minorities, females and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

PLEASE SELECT THE APPROPRIATE BOXES:

If an individual: <input type="checkbox"/> Female <input type="checkbox"/> Male	
If a company: <input type="checkbox"/> Female Owned (must own 51% or more) <input type="checkbox"/> Not Applicable	
Select appropriate category: <input type="checkbox"/> African American <input type="checkbox"/> Alaskan American <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian	
<input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Decline To Answer	
If disabled, please check: <input type="checkbox"/> Person with Disability	

CONTRACTOR FEDERAL IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE (NOTE: Instructions On Reverse Side)

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Not-For-Profit Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Real Estate Agent	<input type="checkbox"/> Medical and Health Care Service Provider
<input type="checkbox"/> Partnership	<input type="checkbox"/> Governmental Entity	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only)	

Firm/Company Name

Vendor Signature

Date

Purchasing Signature

Date

Vendor Name Typed or Printed

Exhibit 4: University Park Covenants and Restrictions

INSTRUCTIONS

1. Enter your Taxpayer Identification Number (TIN) in the appropriate space. For individuals and sole proprietorships:
2. If you do not have a TIN, apply for one immediately. To apply, obtain the form Application for a Social Security Number Card (for individuals) from your local office of the Social Security Administration, or form, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.
3. If you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, fill out another such form indicating your TIN, sign and date the form, and give it to this agency.
4. If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
5. **WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES, INCLUDING FINES AND/OR IMPRISONMENT.**