



Office of the City Clerk City of Chicago

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting 2/13/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Intergovernmental			
1	O2013-1087	Intergovernmental agreement with Chicago Park District regarding Bloomingdale Trail	Emanuel, Rahm (Mayor) Housing
2	O2013-848	Intergovernmental agreement with Chicago Transit Authority for tax increment financing funding for improvements to Red Line's Bryn Mawr station	Emanuel, Rahm (Mayor) Finance
3	O2013-853	Intergovernmental agreement with Board of Education for tax increment financing for Jones College Prep	Emanuel, Rahm (Mayor) Finance
4	O2013-858	Intergovernmental agreement with Metra for tax increment financing for Bloomingdale Bike Trail Project	Emanuel, Rahm (Mayor) Finance
Agreement(s) - Lease			
5	O2013-810	Lease agreement with Cook County at 5333 N Western Ave	Emanuel, Rahm (Mayor) Housing
6	O2013-811	Lease agreement with Cook County at 9059 S Cottage Grove Ave	Emanuel, Rahm (Mayor) Housing
Appointment(s)			
7	A2013-17	Appointment of Simone E. Freeman as member of Special Service Area No. 19, Howard Street Commission	Emanuel, Rahm (Mayor) Finance
8	A2013-18	Appointment of Peter C. Toalson as member of Special Service Area No. 29, West Town Commission	Emanuel, Rahm (Mayor) Finance
9	A2013-20	Appointment of Lawrence O. Powers as member of Special Service Area No. 33, Wicker Park & Bucktown Commission	Emanuel, Rahm (Mayor) Finance
Budget Amendment(s)			
10	O2013-938	Amendment of 2013 Annual Appropriation Ordinance within Fund 0100	Emanuel, Rahm (Mayor) Budget
Enterprise Zone(s)			
11	O2013-905	Expansion of Enterprise Zone 6 for development and rehabilitation of depressed areas	Emanuel, Rahm (Mayor) Finance
Fund 925 Amendment(s)			
12	O2013-943	Amendment of Annual Appropriation Ordinance within Fund No. 925	Emanuel, Rahm (Mayor) Budget

Legislation Referred to Committees at the Chicago City Council Meeting

2/13/2013

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
Open Space Impact Fee(s)				
13	O2013-1002	Expenditure of open space impact fee funds for construction of elevated rail line along W Bloomingdale Ave between N Ashland Ave and N Ridgeway Ave	Emanuel, Rahm (Mayor)	Special Events
14	O2013-888	Expenditure of open space impact fee funds for development of Loop Riverwalk on main branch of Chicago River	Emanuel, Rahm (Mayor)	Special Events
Reappointment(s)				
15	A2013-16	Reappointment of John S. Toumplis as member of Special Service Area No. 2, Belmont Central Commission	Emanuel, Rahm (Mayor)	Finance
16	A2013-19	Reappointment of Tawyna N. Swan as member of Special Service Area No. 29, West Town Commission	Emanuel, Rahm (Mayor)	Finance



Office of the City Clerk



O2013-1087

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District pertaining to Bloomingdale Trail
Committee(s) Assignment:	Committee on Housing and Real Estate



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Park District pertaining to the Bloomingdale Trail.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the Chicago Park District (the "**Park District**") is a body politic and corporate organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 *et seq.*, with authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, Canadian Pacific Railroad previously operated an elevated rail line on an embankment within the Bloomingdale Avenue right-of-way, extending from the west line of the north/south Union Pacific Railroad right-of-way east of the Kennedy Expressway on the east to the western right of way boundary line of North Lawndale Avenue on the west, as legally described on Exhibit A attached hereto (the "**Canadian Pacific Rail Line**"); and

WHEREAS, in January 2013, pursuant to an ordinance adopted by the City Council of the City on June 6, 2012, and published at pages 28547 to 28594 in the Journal of the Proceedings of the City Council of such date (the "**Bloomingdale Trail Ordinance**"), the City acquired the Canadian Pacific Rail Line for the construction of a linear public park and trail (the "**Bloomingdale Trail Park**"); and

WHEREAS, the Bloomingdale Trail Ordinance further authorized the acquisition of permanent or temporary interests in real property adjacent to, or in close proximity to, the Bloomingdale Trail Park in order to establish access and entry points to the park, to secure the perimeter of the park, to locate or relocate existing easements, to improve and maintain the existing embankment and viaducts, and to make other improvements necessary or appropriate to the development and operation of the park (all such real property, or interests therein, the "**Acquisition Parcels**"); and

WHEREAS, the Bloomingdale Trail Ordinance identified a number of specific Acquisition Parcels in an exhibit to the ordinance (the "**Listed Parcels**"), but did not limit the City's acquisition authority to the Listed Parcels; and

WHEREAS, the City is in the process of acquiring two Listed Parcels, one located at 1805 N. Kimball, as legally described on Exhibit B attached hereto (the "**Kimball Parcel**"), and the other located at 1759 N. Milwaukee Avenue, and legally described on Exhibit C attached hereto (the "**Milwaukee/Leavitt Parcel**"); and

WHEREAS, the City also wishes to acquire the real property legally described and depicted on Exhibit D-1 and Exhibit D-2, respectively, attached hereto (the "**YMCA Parcel**"), which is located adjacent to the Bloomingdale Trail Park; and

WHEREAS, the YMCA Parcel is not a Listed Parcel; and

WHEREAS, the City Council has previously determined that the acquisition of the Acquisition Parcels for the Bloomingdale Trail Park is useful, advantageous or desirable for municipal purposes

and the public welfare, and desires to reaffirm such findings here and to more specifically identify the YMCA Parcel as an Acquisition Parcel within the meaning of the Bloomingdale Trail Ordinance and for all purposes set forth therein; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority (Metra) owns certain real property which abuts the Canadian Pacific Rail Line at North Lawndale Avenue on the east and extends to North Ridgeway Avenue on the west, as legally described on **Exhibit E** (the "**Metra Rail Line**"); and

WHEREAS, the City is acquiring an easement interest in the Metra Rail Line for the Bloomingdale Trail Park; and

WHEREAS, the Canadian Pacific Rail Line, the Metra Rail Line, the Kimball Parcel, the Milwaukee/Levitt Parcel and the YMCA Parcel are collectively referred to herein as the "**Bloomingdale Trail Property**"; and

WHEREAS, the City, in cooperation with the Park District and the Trust For Public Land ("**TPL**"), a national, nonprofit, land conservation organization, intends to redevelop, landscape and convert the Bloomingdale Trail Property into the Bloomingdale Trail Park, including repairing (or replacing) the bridges, viaducts and overpasses located along the embankment and certain ancillary improvements in adjacent public right of way (collectively, the "**Bloomingdale Trail Improvements**"); and

WHEREAS, upon the completion of the Bloomingdale Trail Improvements, the City wishes to lease the Bloomingdale Trail Property to the Park District (or, with respect to the Metra Rail Line, assign or otherwise grant an interest in such property to the Park District), and the Park District wishes to accept such lease, assignment or grant for a period of twenty-five (25) years, subject to the terms and conditions contained in the Intergovernmental Agreement (as hereinafter defined); and

WHEREAS, the Park District owns and operates five (5) public parks adjacent to the Bloomingdale Trail Property (the "**Access Parks**"); and

WHEREAS, the Access Parks include Park #512 located at 1800 North Ashland Avenue; John P. Walsh, Jr. Park (#393), located at 1722 North Ashland Avenue; Churchill Field Park (#412), located at 1825 North Damen Avenue; Park #567, located at 1805 North Milwaukee Avenue; and Julia De Burgos Park (#554), located at 1805 North Albany Avenue; and

WHEREAS, the Access Parks will serve as points of access to the Bloomingdale Trail Park, enabling the public to get from street level to the top of the embankment; and

WHEREAS, the Bloomingdale Trail Improvements include additional points of access in the adjacent public right-of-way; and

WHEREAS, the Park District and the City desire to enter into an Intergovernmental Agreement for the long-term lease (or, with respect to the Metra Rail Line, assignment or other grant of an interest in), operation and shared maintenance of the Bloomingdale Trail Property and Bloomingdale Trail Improvements, substantially in the form attached hereto as **Exhibit F**

("Intergovernmental Agreement"); and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes and encourages cooperative agreements between units of state and local government; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, by ordinance adopted on February 13, 2013, the Board of Commissioners of the Park District authorized the acceptance of an interest in the Bloomingdale Trail Property from the City and execution of the Intergovernmental Agreement; **now, therefore,**

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

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

SECTION 2. It is hereby determined, declared and found that the YMCA Parcel is an Acquisition Parcel within the meaning of the Bloomingdale Trail Ordinance and for all purposes set forth therein. It is further determined, declared and found that it is useful, necessary and desirable that the City acquire the YMCA Parcel in accordance with the Bloomingdale Trail Ordinance for the public use and public purpose of designing, developing, constructing, and operating the Bloomingdale Trail Park.

SECTION 3. The City hereby approves the lease, assignment or other grant of an interest in the Bloomingdale Trail Property to the Park District for annual rent in the amount of \$1.00. This approval is expressly conditioned upon the City entering into the Intergovernmental Agreement with the Park District. The Commissioner of the Department of Transportation ("**CDOT Commissioner**") or a designee of the CDOT Commissioner, the Commissioner of the Department of Housing and Economic Development ("**DHED Commissioner**") or a designee of the DHED Commissioner and the Commissioner of the Department of Cultural Affairs and Special Events ("**DCASE Commissioner**") or a designee of the DCASE Commissioner, are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Intergovernmental Agreement, and such other documents as may be necessary or appropriate to effectuate the lease of the Bloomingdale Trail Property and to carry out and comply with the provisions of the Intergovernmental Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Intergovernmental Agreement, including without limitation, indemnification by and of the City.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are

hereby repealed to the extent of such conflict.

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

Attachments: Exhibit A: Legal Description of Canadian Pacific Rail Line
Exhibit B: Legal Description of Kimball Parcel
Exhibit C: Legal Description of Milwaukee/Leavitt Parcel
Exhibit D-1: Legal Description of YMCA Parcel
Exhibit D-2: Depiction of YMCA Parcel
Exhibit E: Legal Description of Metra Rail Line
Exhibit F: Intergovernmental Agreement

EXHIBIT A

LEGAL DESCRIPTION OF CANADIAN PACIFIC RAIL LINE

(ATTACHED)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1A: PART OF 13-35-500-001

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND FALLING WEST OF THE WESTERLY LINE OF LAWDALE AVENUE:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF J.R. LANE'S SUBDIVISION RECORDED AS DOCUMENT 1578443, AND SAID SOUTH LINE EXTENDED EAST (EXCEPT THAT PART LYING WEST OF THE EAST LINE OF RIDGEWAY AVENUE, AND ALSO EXCEPT THAT PART LYING EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID EAST LINE ALSO BEING THE CENTERLINE OF LAWDALE AVENUE), IN COOK COUNTY, ILLINOIS;

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF THE SAID CENTERLINE OF LAWDALE AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 1B: 13-35-321-001 (A), 13-35-320-001 (B)

LOT A IN BLOCK 1 AND LOT B IN BLOCK 2 IN REID'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 1C DELIBERATELY OMITTED

PARCEL 1D: NOT ASSESSED:

THAT PART OF MONTICELLO AVENUE BETWEEN LOTS A AND B IN REID'S SUBDIVISION, IN PARCEL 1B, BEING THAT PART LYING SOUTH OF THE NORTH LINE OF LOT A, EXTENDED WEST TO THE NORTHEAST CORNER OF LOT B AND LYING NORTH OF THE SOUTH LINE OF LOT A, EXTENDED WEST TO THE SOUTHEAST CORNER OF LOT B, IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1E: DELIBERATELY OMITTED.

PARCEL 1F: NOT ASSESSED:

THAT PART OF CENTRAL PARK AVENUE LYING EAST AND ADJOINING LOT A IN REID'S SUBDIVISION IN PARCEL 1B, BEING THAT PART LYING SOUTH OF THE NORTH LINE OF LOT A EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT A EXTENDED EAST, BOTH LINES EXTENDED TO THE CENTERLINE OF CENTRAL PARK AVENUE WHICH IS ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A 100 FOOT RIGHT OF WAY THROUGH THE CENTER OF THE SOUTHEAST 1/4 OF SECTION 35,

CONTINUED ON NEXT PAGE

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AS CREATED BY DEED FROM EDWARD SIMONS AND LAURA B SIMONS, HIS WIFE TO THE CHICAGO AND PACIFIC RAILROAD COMPANY DATED OCTOBER 1, 1873 AND RECORDED OCTOBER 2, 1873 AS DOCUMENT 128957,

SAID 100 FOOT RIGHT OF WAY BEING INCLUSIVE OF THE FOLLOWING PARCELS:

PARCEL 2A: (PART OF 13-35-500-001)

THE RIGHT OF WAY CREATED AS BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) BY THE E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, SHOWN THEREON AS 70.50 FEET WIDE AT CENTRAL PARK AVENUE AND 69 FEET WIDE AT KEDZIE AVENUE THROUGH THE CENTER OF SAID SOUTHEAST 1/4 SECTION 35; AND

PARCEL 2B: (PART OF 13-15-500-001)

THE SOUTH 14.75 FEET OF BLOCKS 7, 8 AND 9 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. SAID BLOCKS WERE RESUBDIVIDED IN THE DREW AND DREYES SUBDIVISION OF BLOCKS 4, 5, 6, 7 8 AND 9 RECORDED SEPTEMBER 1, 1884 AS DOCUMENT 571064 DEPICTED THE 50 FEET NORTH OF THE CENTER LINE OF BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) AS DEDICATED

PARCEL 2C: (PART OF 13-35-500-001) NOTE: THE EAST PART OF THIS PARCEL IS INCORRECTLY INCLUDED IN PIN 13-35-409-032.

THE SOUTH 15.5 FEET OF BLOCK 10 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BEING MEANT TO DESCRIBE THAT PART OF BLOCK 10 LYING SOUTH OF THE SOUTH LINES OF THE FOLLOWING THREE TRACTS OF LAND

1. FIRST PARCEL IN DEED DATED DECEMBER 29, 1994 AND RECORDED JANUARY 18, 1995 AS DOCUMENT 95039629, FROM CMC REAL ESTATE CORPORATION ET AL TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119223 DESCRIBED AS FOLLOWS:

A PART OF BLOCK 10 OF SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 123.86 FEET WEST OF THE WEST LINE OF SPAULDING AVENUE AND 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST 63.62 FEET TO A POINT 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 AND ON THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY; THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

2. SECOND PARCEL IN DEED DATED DECEMBER 29, 1994 AND RECORDED JANUARY 18, 1995 AS DOCUMENT 95039629 FROM CMC REAL ESTATE CORPORATION ET AL TO LASALLE NATIONAL TRUST, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119223 DESCRIBED AS FOLLOWS:

A PART OF BLOCK 10 OF SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35,

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THE FORMER CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY THENCE NORTHWESTERLY 10.68 FEET TO A POINT 10.00 FEET WEST OF THE CENTERLINE OF SAID ALLEY AND 27.11 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 1006.84 FEET, A CHORD DISTANCE OF 64.23 FEET (SAID CHORD HAVING A BEARING OF NORTH 74 DEGREES, 31 MINUTES, AND 58 SECONDS WEST) TO A POINT; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 355.16 FEET, A CHORD DISTANCE OF 66.01 FEET (SAID CHORD HAVING A BEARING OF NORTH 81 MINUTES, 41 DEGREES, 35 SECONDS WEST) TO A POINT; THENCE NORTH 87 MINUTES, 01 DEGREES, 33 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 10; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

3. THE LAND CONVEYED IN DEED DATED NOVEMBER 3, 2004 AND RECORDED DECEMBER 2, 2004 AS DOCUMENT 0433715083 FROM THE CITY OF CHICAGO TO A & A DEVELOPMENT LLC, DESCRIBED AS FOLLOWS: THAT PART OF BLOCK 10 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK, 297 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 282.50 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY; THENCE WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 123.86 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 57.21 FEET TO A POINT ON A LINE 10 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID BLOCK, WHICH IS 19.77 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE NORTH ALONG SAID EAST LINE, BEING A LINE 10 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 262.74 FEET TO A POINT 297 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK; THENCE EAST 177.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2D: PART OF 13-35-500-001

THE SOUTH 15.5 FEET OF BLOCK 11 IN E. SIMON'S SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AS SHOWN AS DEDICATED FOR PART OF BLOOMINGTON STREET (NOW BLOOMINGDALE AVE) ON WINKLEMAN'S SUBDIVISION OF BLOCKS 2 AND 11 RECORDED SEPTEMBER 5, 1888 AS DOCUMENT 1000737 IN SOUTHEAST 1/4 OF SECTION 35 AFORESAID.

PARCEL 2E: 13-35-411-046-6001 & 6002 (W2) AND PART OF 13-35-500-001 (E2)
LOT 24 (EXCEPT THE NORTH 26 FEET THEREOF) AND THE SOUTH 15.5 FEET OF LOT 23 AND THAT PART OF THE NORTH TO SOUTH 20 FOOT ALLEY LYING EAST AND ADJOINING LOT 24 (EXCEPT THE NORTH 26 FEET THEREOF), ALL IN BLOCK 12 IN WINKLEMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1885 AS DOCUMENT 676519, IN COOK COUNTY, ILLINOIS.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 2F: 13-35-412-001

LOT 49 (EXCEPT SOUTH 10 FEET THEREOF) IN BLOCK 18 IN CB SIMON'S RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1883 AS DOCUMENT 480546, IN COOK COUNTY, ILLINOIS.

PARCEL 2G: 13-35-412-015

LOT 1 (EXCEPT THE SOUTH 10 FEET THEREOF IN BLOCK 18 IN CB SIMON'S RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1883 AS DOCUMENT 480546, IN COOK COUNTY, ILLINOIS

PARCEL 2H: 13-35-413-001

LOT 49 (EXCEPT THE SOUTH 10.5 FEET THEREOF) IN BLOCK 17 IN AUGUR'S SUBDIVISION OF BLOCK 17 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1884 AS DOCUMENT 611817, IN COOK COUNTY, ILLINOIS.

PARCEL 2I: 13-35-413-018

LOT 1 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 17 IN AUGUR'S SUBDIVISION OF BLOCK 17 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1884 AS DOCUMENT 611817, IN COOK COUNTY, ILLINOIS.

PARCEL 2J: 13-35-414-001

LOT 1 (EXCEPT THE SOUTH 7.35 FEET THEREOF) IN BLOCK 16 IN JOHN G. WETMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2K: 13-35-414-007

LOT 48 (EXCEPT THE SOUTH 7.35 FEET THEREOF IN BLOCK 16 IN JOHN G. WETMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2L: 13-35-415-001

LOT 49 (EXCEPT THE SOUTH 7.35 FEET THEREOF IN BLOCK 15 IN JOHN G. WETMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2M: 13-35-415-024

LOT 1 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 15 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 2N: 13-35-416-001

LOT 51 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 14 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 2O: 13-35-416-020

LOT 1 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 15 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 2P: 13-35-417-001

LOT 22 (EXCEPT THE SOUTH 17 FEET THEREOF AND EXCEPT THE SOUTH 25 FEET OF THE NORTH 37 FEET THEREOF) IN BLOCK 13 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED 1870 AS DOCUMENT 38849, IN COOK COUNTY, ILLINOIS

PARCEL 2Q: NOT ASSESSED

LOT 1 IN BLOCK 13 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED 1870 AS DOCUMENT 38849, (EXCEPT THAT PART OF LOT 1 FALLING IN THE SUBDIVISION OF THAT PART OF LOT 1 LYING SOUTH OF THE RAILROAD RIGHT OF WAY AND ALL OF LOTS 2, 3, 5, 6, 7 AND 8 SUBDIVISION RECORDED IN 1888 AS DOCUMENT 970229) IN COOK COUNTY, ILLINOIS.

PARCEL 2R: NOT ASSESSED

THAT PART OF THE CROSS STREETS BETWEEN PARCELS 2B THROUGH 2Q, IN SAID SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2S: NOT ASSESSED

THAT PART OF THE EAST 1/2 OF CENTRAL PARK AVENUE, LYING NORTH OF THE NORTH LINE OF PARCEL 2A, AFORESAID; AND LYING SOUTH OF THE NORTH LINE OF PARCEL 2B, EXTENDED WEST TO THE CENTERLINE OF CENTRAL PARK AVENUE, BEING ALSO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 35, ALL IN THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2T: NOT ASSESSED

THAT PART OF THE WEST 1/2 OF KEDZIE AVENUE, LYING NORTH OF THE NORTH LINE OF PARCEL 2A AFORESAID, AND LYING SOUTH OF THE NORTH LINE OF PARCEL 2E, EXTENDED EAST TO THE CENTERLINE OF KEDZIE AVENUE, BEING ALSO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 35,

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

ALL IN THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(EXCEPTING FROM SAID SET OF PARCELS 2A THROUGH 2R, TAKEN AS ONE TRACT OF LAND, THOSE PORTIONS REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858,

LYING SOUTH OF THE NORTH LINE OF THE SOUTH 28 FEET OF THE NORTH 50 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS)

PARCEL 3:

RIGHT OF WAY FOR BLOOMINGTON STREET ALSO KNOWN AS BLOOMINGDALE STREET AND BLOOMINGDALE AVENUE ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

SAID RIGHT OF WAY BEING INCLUSIVE OF THE FOLLOWING PARCELS OF LAND:

PARCEL 3A: 13-16-501-001 AND 13-16-501-002

LOTS 29 AND 30 IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING WEST OF CLARKSON AVENUE, OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1891 AS DOCUMENT 1490706, IN COOK COUNTY, ILLINOIS.

PARCEL 3B: NOT ASSESSED

THAT PART OF NORMAN AVENUE (EXTENSION OF WHAT IS NOW TROY STREET) LYING SOUTH OF THE NORTH LINE OF LOT 29, EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 30, IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF LYING WEST OF CLARKSON AVENUE, OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1891 AS DOCUMENT 1490706; AND LYING NORTH OF THE NORTH LINE OF PARCEL 3E DESCRIBED BELOW, IN COOK COUNTY, ILLINOIS.

PARCEL 3C: 13-36-501-003

LOT 25 IN BLOCK 2 IN DELAMETER'S SUBDIVISION OF THE EAST 128.00 FEET OF THE WEST 19 ACRES OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1884 AS DOCUMENT 523563, IN COOK COUNTY, ILLINOIS.

PARCEL 3D: PART OF 13-36-501-004

THE SOUTH 33 FEET OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN AS BLOOMINGTON STREET, ON THE PLAT OF TROWBRIDGE, HURTT, ETC, RECORDED AUGUST 21, 1872 AS DOCUMENT 51139, IN COOK COUNTY, ILLINOIS.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 3E: PART OF 13-36-501-004

THE NORTH 33 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE FOLLOWING PLAT OF JOHNSON AND COX'S SUBDIVISION RECORDED JULY 30, 1883 AS DOCUMENT 484975 AND AS RESUBDIVIDED BY RESUBDIVISION PLAT OF BLOCKS 1 THROUGH 4 RECORDED FEBRUARY 15, 1884 AS DOCUMENT 525545.

PARCEL 3F: NOT ASSESSED

THAT PART OF THE CROSS STREETS AND CROSS ALLEYS LYING NORTH OF THE NORTH LINE OF PARCEL 3E AND SOUTH OF THE NORTH LINES OF PARCEL 3A, 3C AND 3D, EXTENDED BETWEEN SAID PARCELS IN SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3G: NOT ASSESSED

THAT PART OF THE EAST 1/2 OF KEDZIE AVENUE LYING SOUTH OF THE NORTH LINE, EXTENDED WEST TO THE CENTERLINE OF KEDZIE AVENUE BEING ALSO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 36, OF LOT 30 IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; AND, LYING NORTH OF THE NORTH LINE OF THE NORTH 33 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3H: NOT ASSESSED

THAT PART OF THE WEST 1/2 OF HUMBOLDT BOULEVARD LYING EAST OF THE EAST LINE OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 AND LYING SOUTH OF THE NORTH LINE, EXTENDED EAST TO THE CENTER LINE OF HUMBOLDT BOULEVARD BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, OF THE SOUTH 33 FEET OF SAID EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, AND LYING NORTH OF THE NORTH LINE OF PARCEL 3E AFORESAID, EXTENDED EAST TO THE CENTER LINE OF HUMBOLDT BOULVEARD BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID RIGHT OF WAY, THOSE PORTIONS REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, AND FALLING IN THE SOUTH 28 FEET OF BLOOMINGDALE AVENUE IN THAT PART OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE WEST LINE OF THE NORTH AND SOUTH ALLEY WEST OF NEBRASKA AVENUE (NOW WHIPPLE STREET)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

AND FALLING IN

THE SOUTH 28 FEET AND THE NORTH 6 FEET OF BLOOMINGDALE AVENUE IN THAT PART OF THE SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING EAST OF THE WEST LINE OF THE NORTH AND SOUTH ALLEY, WEST OF NEBRASKA AVENUE (NOW WHIPPLE STREET))

PARCEL 4A: NOT ASSESSED

THAT PART OF THE 66 FOOT WIDE RIGHT OF WAY THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING WEST OF THE EAST LINE OF MOZART STREET,

(EXCEPTING THEREFROM THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858,

AND FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON AVENUE)

PARCEL 4B: NOT ASSESSED

THAT PART OF BLOOMINGTON AVENUE THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF THE FOLLOWING THREE PARCELS TAKEN AS ONE TRACT OF LAND 83 FEET WIDE:

THE 66 FOOT WIDE STREET SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING BETWEEN THE EAST LINE OF MOZART AVENUE AND THE EAST LINE OF THE NORTH TO SOUTH ALLEY EAST THEREOF, EXTENDED NORTH;

AND ALSO

THE SOUTH 17 FEET OF LOT 12 IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES;

AND ALSO

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID LYING EAST OF AND ADJOINING SAID SOUTH 17 FEET OF LOT 12 IN BLOCK 8 AND SOUTH OF THE NORTH LINE OF SAID SOUTH 17 FEET OF LOT 12 EXTENDED EAST TO THE EAST LINE OF SAID ALLEY;

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 4C: PARTLY IN 13-36-323-039 AND MOSTLY NOT ASSESSED.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THAT PART OF BLOOMINGTON AVENUE THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF THE FOLLOWING FOUR PARCELS TAKEN AS ONE TRACT OF LAND 94 FEET WIDE: THE 66 FOOT WIDE STREET SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING EAST OF THE EAST LINE, EXTENDED NORTH, OF THE NORTH TO SOUTH ALLEY EAST OF MOZART AVENUE AND LYING WEST OF WEST LINE OF CALIFORNIA AVENUE;

AND ALSO

THE SOUTH 17 FEET OF LOT 11 IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES;

AND ALSO

THE NORTH 17 FEET OF LOT 1 IN BLOCK 9 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES

AND ALSO THAT PART OF THE WEST 1/2 OF CALIFORNIA AVENUE

LYING SOUTH OF THE NORTH LINE OF THE SAID SOUTH 17 FEET OF LOT 11 IN BLOCK 8, EXTENDED EAST TO THE CENTERLINE OF CALIFORNIA AVENUE BEING ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36; AND

AND LYING NORTH OF THE SOUTH LINE OF SAID NORTH 17 FEET OF LOT 1 IN BLOCK 9, EXTENDED EAST TO THE CENTERLINE OF CALIFORNIA AVENUE BEING ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36,

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON AVENUE)

PARCEL 5: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) SHOWN ON BORDEN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1857 AS DOCUMENT 85670 BOOK 133/PAGE 34 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON AVENUE)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 6: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY NOW KNOWN AS BLOOMINGDALE AVENUE SHOWN ON W. S. JOHNSTON'S SUBDIVISION RECORDED IN 1855 AS DOCUMENT 63934, OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 7A: NOT ASSESSED

A 63 FOOT WIDE STRIP OF LAND THROUGH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE WESTERLY LINE OF MILWAUKEE AVENUE COMPRISED OF THE SOUTH 33 FEET OF THE NORTH 1/2 OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AFORESAID AS DEPICTED AS BLOOMINGDALE AVE ON PIERCE'S ADDITION TO HOLSTEIN, RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692 AND THE NORTH 30 FEET OF LOT 1 IN OF ASSESSOR'S SUBDIVISION UNSUBDIVIDED LANDS IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID.
(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET OF BLOOMINGDALE STREET LATER KNOWN AS BLOOMINGDALE AVENUE)

PARCEL 7B-1: 14-31-502-001 (ALSO AFFECTS OP)

LOTS 33, 34, 35, 36, 37 AND 38 IN BLOCK 16 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, (EXCEPTING THEREFROM THAT PART LYING SOUTHERLY OF A LINE PARALLEL TO AND 25 FEET SOUTHERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTERLINE OF THE SOO LINE RAILROAD COMPANY'S MOST NORTHERLY TRACK,) IN COOK COUNTY, ILLINOIS.

PARCEL 7B-2 DELIBERATELY OMITTED

PARCEL 7C: NOT ASSESSED

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THAT PART OF MILWAUKEE AVENUE, BETWEEN PARCELS 7A AND 7B-1, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF PARCEL 7A TO THE SOUTHWEST CORNER OF PARCEL 7B-1, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF PARCEL 7A TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 7B-1, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF SAID PARCEL 7B-1, IN SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7D: NOT ASSESSED

THAT PART OF THE WEST 1/2 OF LEAVITT STREET IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31,
LYING NORTH OF THE SOUTH LINE EXTENDED EAST, TO THE CENTERLINE OF LEAVITT STREET BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, OF PARCEL 7B-1 AFORESAID, AND
LYING SOUTH OF A LINE, PERPENDICULAR TO THE EAST LINE OF PARCEL 7B-1 AFORESAID AND EXTENDING FROM THE NORTHEAST CORNER OF SAID PARCEL 7B TO THE CENTER LINE OF LEAVITT STREET BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31,

ALL IN TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8A 14-31-502-003

THE SOUTH 20 FEET OF LOT 5 IN BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8B: MOST OF 14-31-502-002 (DEED 227769)

ALL THAT PART OF BLOCKS 21 AND 22 IN PIERCE'S ADDITION TO HOLSTEIN, AND THAT PART OF WILMOT AVENUE LYING BETWEEN SAID BLOCKS, IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS CONVEYED IN DEED DATED APRIL 15, 1879 AND RECORDED JUNE 21, 1879 AS DOCUMENT 227769 AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE EAST LINE OF BLOCK 21, 10 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE PRODUCED SOUTH TO THE CENTER LINE OF THE CHICAGO AND PACIFIC RAILROAD COMPANIES TRACK AS LOCATED ON THE DATE OF DEED; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH AND 10 FEET DISTANT FROM SAID CENTER LINE TO THE EAST LINE OF LEAVITT STREET; THENCE SOUTH ON SAID EAST LINE 20 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH AND 10 FEET DISTANT FROM SAID CENTER LINE TO THE SOUTHEASTERLY LINE OF SAID BLOCK 21; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY LINE TO THE EAST LINE OF SAID BLOCK 21; THENCE NORTH ON SAID EAST LINE TO THE PLACE OF BEGINNING.

AND ALSO

ALL THAT PORTION OF BLOCKS 21 AND 22 AND THAT PART OF WOLCOTT AVENUE LYING BETWEEN SAID BLOCKS IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS AND THE VACATED ALLEY LYING BETWEEN BLOCK 20 AND 21

AND LOT 7 IN ASSESSOR'S SUBDIVISION UNSUBDIVIDED LANDS IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID

CONVEYED IN DEED DATED APRIL 23, 1886 AND RECORDED JUNE 23, 1909 AS DOCUMENT 728987 AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST LINE OF LEAVITT STREET AT A POINT 10.6 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH ALONG SAID EAST LINE OF LEAVITT STREET, 40.17 FEET; THENCE EASTERLY TO A POINT IN THE WEST LINE OF BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN, AFORESAID, THAT IS 71 FEET NORTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH ALONG SAID WEST LINE OF SAID BLOCK 20, 40.15 FEET; THENCE WESTERLY TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF BLOCKS 21 AND 22 CONVEYED IN DEED 227769)

PARCEL 8C: NOT ASSESSED

THAT PART OF THE EAST 1/2 OF LEAVITT STREET IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, LYING SOUTH OF THE NORTH LINE OF PARCEL 8B AFORESAID, EXTENDED WEST; AND LYING NORTH OF THE SOUTH LINE OF PARCEL 8B AFORESAID, EXTENDED WEST; BOTH EXTENDED TO THE CENTERLINE OF LEAVITT STREET BEING ALSO THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8D: 14-31-502-004

LOT 1 IN BLOCK 4 IN BRADWELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8E: PART OF 14-31-502-005

THE SOUTH 26 FEET OF LOT 5 IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8F: PART OF 14-31-502-006

THE SOUTH 20 FEET OF LOTS 6 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8G: NOT ASSESSED

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THE 8 FOOT ALLEY LYING SOUTH OF LOTS 6 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 19 IN PIERCE'S ADDITION AFORESAID.

PARCEL 8H: 14-31-323-015

LOT 25 IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8I PART OF 14-31-502-006 AND 14-31-323-019

THAT PART OF BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO, INCLUDING LOTS 1 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND THAT PART OF THE 8 FOOT ALLEY NORTH OF SAID LOTS 7 THROUGH 21, ALL TAKEN AS ONE TRACT OF LAND,

(EXCEPTING FROM SAID TRACT OF LAND THAT PART WHICH LIES SOUTHERLY OF THE NORTH LINES OF THE FOLLOWING DESCRIBED 1989 CONVEYANCE TRACT OF LAND:

1989 CONVEYANCE TRACT:

THOSE PORTIONS OF LOTS 1 AND 2, AND LOTS 7 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTH WEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID, AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL, 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE RUNNING NORTH ALONG THE EAST LINE OF NORTH HOYNE AVENUE TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM THE SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914 BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 2 MINUTES, 10 SECONDS EAST ALONG SAID PARALLEL LINE 205 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO THE SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE NORTH 89 DEGREES, 22 MINUTES, 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 398.12 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 3 PRODUCED SOUTH 11.6 FEET SOUTH OF THE SOUTH EAST CORNER THEREOF, THENCE NORTH 00 DEGREES, 06 MINUTES, 34 SECONDS EAST ALONG THE SOUTHERLY PRODUCTION AFORESAID OF THE EAST LINE OF SAID BLOCK 3, 103.74 FEET, SAID POINT BEING ON A CURVED LINE CONVEX TO THE NORTH, CONCENTRIC, PARALLEL WITH, A DISTANCE OF 21 FEET SOUTH FROM THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 1385.13 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 273.93 FEET. THE CHORD OF SAID ARC BEING 273.48 FEET HAVING A BEARING OF NORTH 82 DEGREES, 37 MINUTES, 56 SECONDS WEST TO A POINT OF COMPOUND CURVE SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 6661.65 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 332.14 FEET TO THE EAST LINE OF NORTH HOYNE AVENUE, THE CHORD OF SAID ARC BEING 332.11 FEET HAVING A BEARING OF SOUTH 89 DEGREES, 02 MINUTES, 17 SECONDS WEST; SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE SOUTH ON THE EAST LINE OF NORTH HOYNE AVENUE (ALSO BEING THE WEST LINE OF BLOCK 3) 34.85 FEET TO THE POINT OF BEGINNING.)

PARCEL 8J: NOT ASSESSED

THAT PART OF NORTH HOYNE AVENUE BETWEEN THE EAST LINE OF PARCELS 8A AND 8D AND THE WEST LINE OF PARCELS 8E AND 8I, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID PARCEL 8D TO THE SOUTHWEST CORNER OF SAID PARCEL 8I, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID PARCEL 8A TO THE NORTHWEST CORNER OF SAID PARCEL 8E, IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8K: NOT ASSESSED

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 19, LYING EAST OF AND ADJOINING THE SOUTH 26 FEET OF LOT 5 IN SAID BLOCK 19 AND LYING SOUTH OF THE NORTH LINE OF SAID SOUTH 26 FEET OF SAID LOT 5 IN BLOCK 19, EXTENDED EAST TO THE WEST LINE OF LOT 6 IN SAID BLOCK 19, IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS;
AND ALSO

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO LYING EAST OF AND ADJOINING LOT 1 IN SAID BLOCK 3 AND LYING NORTH OF THE SOUTHERLY LINE OF PARCEL 8I AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1856 AS DOCUMENT 70441, IN COOK COUNTY, ILLINOIS

PARCEL 8L: NOT ASSESSED

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 19, LYING WEST OF AND ADJOINING LOT 25 IN SAID BLOCK 19 AND LYING SOUTH OF THE NORTH LINE OF SAID LOT 25 IN BLOCK 19, EXTENDED WEST TO THE EAST LINE OF LOT 20 IN SAID BLOCK 19, IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS;
AND ALSO

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO LYING WEST OF ADJOINING LOT 22 IN BLOCK 3 AND LYING NORTH OF THE NORTH LINE OF THAT PART OF SAID ALLEY VACATED BY THE ORDINANCE RECORDED MAY 27, 1914 AS DOCUMENT 5425936, ALL IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1856 AS DOCUMENT 70441, IN COOK COUNTY, ILLINOIS

PARCEL 9A: NOT ASSESSED

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BETWEEN THE EAST LINE OF DAMEN AVENUE (FORMERLY KNOWN AS ROBEY STREET) AND THE WEST LINE OF WINCHESTER AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS.

PARCEL 9B: NOT ASSESSED

THAT PART OF LOT 11 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, ACQUIRED IN DEED FROM PULASKI LUMBER CO. RECORDED AUGUST 26, 1913 AS DOCUMENT 5252099 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 39.4 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08 FEET TO A POINT ON THE WEST LINE OF THE LOT, 6.67 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE, 6.67 FEET TO THE POINT OF BEGINNING

PARCEL 9C: NOT ASSESSED

LOT 12 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART OF SAID LOT CONVEYED BY CHICAGO MILWAUKEE AND ST. PAUL RAILWAY COMPANY TO PULASKI LUMBER CO, IN DEED RECORDED AUGUST 5, 1913 AS DOCUMENT 5239454, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 12; THENCE SOUTH 11.23 FEET ALONG THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY ON CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08 FEET TO A POINT ON THE NORTH LINE OF LOT 12, 86 FEET FROM SAID NORTHEAST CORNER; THENCE EAST 86 FEET ALONG SAID NORTH LINE OF THE LOT, TO THE POINT OF BEGINNING.

PARCEL 9D: NOT ASSESSED

THAT PART OF LOT 13 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, ACQUIRED IN DEED FROM PULASKI LUMBER CO. RECORDED AUGUST 26, 1913 AS DOCUMENT 5252099 AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF LOT 13, 14.4 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

FEET TO A POINT ON THE WEST LINE OF SAID LOT 13, 8.41 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH ON THE WEST LINE OF SAID LOT, 8.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ON THE SOUTH LINE OF SAID LOT, 111 FEET TO THE POINT OF BEGINNING.

PARCEL 9E: NOT ASSESSED

THAT PART OF THE NORTH AND SOUTH 14.7 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 12 AND WEST OF THE WEST LINE OF LOT 13 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526; AND LYING BETWEEN PARCEL 9A AND 9B, SAID ALLEY BEING AS VACATED BY ORDINANCE RECORDED AUGUST 29, 1913 AS DOCUMENT 5254701, ALL IN COOK COUNTY, ILLINOIS.

(EXCEPTING FROM SAID PARCELS 9A, 9B, 9C, 9D AND 9E, TAKEN AS ONE TRACT THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE AS WIDENED BY PARCELS 9B, 9C, 9D AND 9E)

PARCEL 9F: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF WINCHESTER AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 9G: NOT ASSESSED

THAT PART OF DAMEN AVENUE, AT THE INTERSECTION WITH BLOOMINGDALE AVENUE, OCCUPIED BY THE BRIDGE WITH THE RAILROAD TRACK AND NORTH OF THE FENCE ALONG SAID TRACK, IN THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10A (NOT ASSESSED)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF PAULINA STREET, AND AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 10B: (NOT ASSESSED)

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF PAULINA STREET, AND WEST OF THE EAST LINE OF MARSHFIELD AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 10 FEET OF BLOOMINGDALE AVENUE)

PARCEL 10C: (NOT ASSESSED)

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF MARSHFIELD AVENUE, AND AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID PARCEL THAT PART VACATED BY ORDINANCE RECORDED AUGUST 26, 1927 AS DOCUMENT 9760477 BEING THE NORTH 18 FEET OF BLOOMINGDALE AVENUE LYING SOUTH AND ADJOINING, LOTS 73 TO 83, BOTH INCLUSIVE, (EXCEPT THE EAST 17 FEET OF LOT 83 TAKEN FOR THE WIDENING OF ASHLAND AVENUE) IN BLOCK 23 IN THE SUBDIVISION OF BLOCKS 17 THROUGH 23 OF SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED OCT 22, 1856 AS DOCUMENT 76980; AND

(EXCEPTING FROM SAID PARCEL THAT PART OF ASHLAND AVENUE LYING SOUTH OF THE NORTH LINE OF SAID NORTH 18 FEET EXTENDED EAST AND NORTH OF THE SOUTH LINE OF SAID NORTH 18 FEET EXTENDED EAST, BOTH EXTENDED TO THE CENTERLINE OF ASHLAND AVENUE BEING ALSO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31),

AND

(EXCEPTING FROM SAID PARCEL THAT PART VACATED BY ORDINANCE RECORDED DECEMBER 16,

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

1929 AS DOCUMENT 10555181 BEING THE SOUTH 18 FEET OF BLOOMINGDALE AVENUE LYING NORTH AND ADJOINING LOTS 1 THROUGH 11, BOTH INCLUSIVE, (EXCEPT THE EAST 17 FEET OF LOT 1 TAKEN FOR THE WIDENING OF ASHLAND AVENUE) IN KEENAN'S SUBDIVISION OF BLOCK 24 OF SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1855 AS DOCUMENT 59574);

AND

(EXCEPTING FROM SAID PARCEL THAT PART OF ASHLAND AVENUE LYING NORTH OF THE SOUTH LINE OF SAID 18 FEET EXTENDED EAST AND LYING SOUTH OF THE NORTH LINE OF SAID 18 FEET EXTENDED EAST, BOTH EXTENDED TO THE CENTER LINE OF ASHLAND AVENUE BEING ALSO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31)

PARCEL 10D: NOT ASSESSED

THAT PART OF NORTH PAULINA STREET BETWEEN PARCEL 10A AND PARCEL 10B, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID PARCEL 10A TO THE SOUTHWEST CORNER OF SAID PARCEL 10B, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID PARCEL 10A TO THE NORTHWEST CORNER OF SAID PARCEL 10B, IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE WESTERLY LINE OF THE 99 FOOT RIGHT OF WAY FOR CHICAGO ST. PAUL AND FOND DE LAC RAILROAD NOW UNION PACIFIC RAILROAD COMPANY, AS SHOWN ON THE PLAT OF SHEFFIELD'S ADDITION TO THE CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED IN 1853 (EXCEPT THE NORTH 18 FEET OF SAID RIGHT OF WAY SOUTH OF AND SOUTHEASTERLY OF AND ADJOINING LOT 8 IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO AS VACATED BY ORDINANCE RECORDED JAN 19, 1913 AS DOCUMENT 10830151)

PARCEL 12: (13-36-310-045)

THE EAST 141.7 FEET OF LOT 24 WHICH CAN ALSO BE DESCRIBED AS LOT 24 (EXCEPT THE WEST 12 FEET THEREOF) IN BLOCK 3 OF ALVA TROWBRIDGE AND OTHERS SUBDIVISION OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL 13: (13-36-322-018)

THE NORTH 1/2 OF LOT 1 IN BLOCK 10 IN HANSBROUGH & HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION KIMBALL PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

A PART OF BLOCK 10 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 123.86 FEET WEST OF THE WEST LINE OF SPAULDING AVENUE AND 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST 63.62 FEET TO A POINT 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 AND ON THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY; THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF BLOCK 10 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THE FORMER CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY THENCE NORTHWESTERLY TO A POINT 10.68 FEET TO A POINT 10.00 FEET WEST OF THE CENTERLINE OF SAID ALLEY AND 27.11 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 1006.84 FEET, A CHORD DISTANCE OF 64.23 FEET (SAID CHORD HAVING A BEARING OF NORTH 74 MINUTES, 31 DEGREES AND 58 SECONDS WEST) TO A POINT; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 355.16 FEET, A CHORD DISTANCE OF 66.01 FEET (SAID CHORD HAVING A BEARING OF NORTH 81 MINUTES 41 DEGREES 35 SECONDS WEST) TO A POINT; THENCE NORTH 87 MINUTES 01 DEGREES 33 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 10; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ADDRESS: 1805 N. KIMBALL, CHICAGO, ILLINOIS

PIN: 13-35-409-032-0000
13-35-409-040-0000

EXHIBIT C

LEGAL DESCRIPTION MILWAUKEE/LEAVITT PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

ALL THAT PART OF LOTS 35, 36, 37 AND 38, BLOCK 16, PIERCE'S ADDITION TO HOLSTEIN IN THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS LYING SOUTHERLY OF A LINE PARALLEL TO AND DISTANT 25 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF SOO LINE RAILROAD COMPANY'S MOST NORTHERLY TRACK.

ADDRESS: 1759 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS

PIN: 14-31-502-001-0000

EXHIBIT D-1

LEGAL DESCRIPTION OF YMCA PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

THAT PART OF LOT 73 IN J.R. LANE'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH THE EAST RIGHT OF WAY LINE OF RIDGEWAY AVENUE; THENCE NORTH 01 DEGREES 42 MINUTES 00 SECONDS WEST, 4.20 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 66 DEGREES 40 MINUTES 13 SECONDS EAST, 1.29 FEET TO A CONCRETE RETAINING WALL LOCATED ON THE DATE OF JANUARY 04TH, 2013; THENCE CONTINUING NORTH 66 DEGREES 40 MINUTES 13 SECONDS EAST, 65.85 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 39 DEGREES 44 MINUTES 29 SECONDS EAST, 27.30 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 48 DEGREES 43 MINUTES 03 SECONDS WEST, 0.38 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 41 DEGREES 16 MINUTES 57 SECONDS EAST, 10.58 FEET ALONG SAID RETAINING WALL TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 54 MINUTES 22 SECONDS WEST, 85.67 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE PARCEL DESCRIBED HEREIN CONTAINS 1,399 SQ. FT. MORE OR LESS.

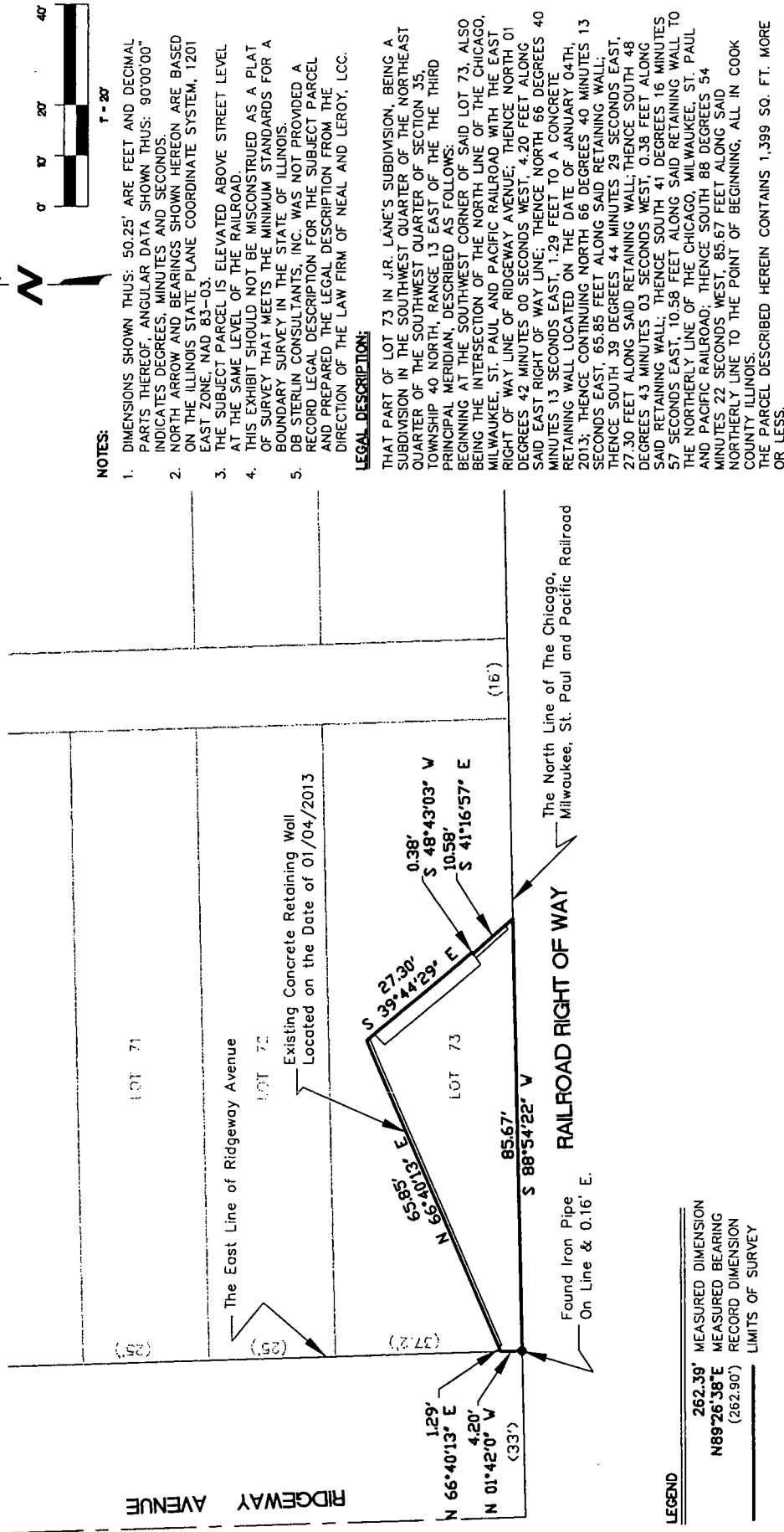
PIN: 13-35-312-001-0000 (PART OF)

EXHIBIT D-2

DEPICTION OF YMCA PARCEL

(ATTACHED)

RIGHT OF WAY EXHIBIT



DRAWN BY: TJC		DATE: 01-10-2013	SHEET NO. 1 OF 1
CHECKED BY: VC		DATE: 01-10-2013	
		DB STERLIN CONSULTANTS, INC. 123 N. WACKER DRIVE SUITE 2000 CHICAGO, ILLINOIS 60606 TEL. (312)857-1006 FAX. (312)857-1056	1834 N. LAWNDALE AVE. CHICAGO, IL PART OF PIN: 13-35-312-001

EXHIBIT E

LEGAL DESCRIPTION OF METRA RAIL LINE

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1

THAT PART OF PROPERTY LYING WEST OF THE WESTERLY LINE OF LAWNGDALE AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF J.R. LANE'S SUBDIVISION RECORDED AS DOCUMENT 1578443, AND SAID SOUTH LINE EXTENDED EAST (EXCEPT THAT PART LYING WEST OF THE EAST LINE OF RIDGEWAY AVENUE, AND ALSO EXCEPT THAT PART LYING EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID EAST LINE ALSO BEING THE CENTERLINE OF LAWNGDALE AVENUE), IN COOK COUNTY, ILLINOIS;

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF THE SAID CENTERLINE OF LAWNGDALE AVENUE), IN COOK COUNTY, ILLINOIS.

PIN: 13-35-500-001-0000 (PART OF)

PARCEL 2

THAT PART OF REID'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTHWESTERLY OF A LINE 15 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY FACE OF THE SOUTHEASTERLY CURVED TRACK AS IT EXISTED IN 1891, OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD, SAID CURVE BEING CONVEX NORTHWESTERLY FROM SAID SUBDIVISION INCLUDING ALL OF LOT C IN BLOCK 3 AND ALL OF LOT 46 IN BLOCK 3 AND PARTS OF LOTS 1, 45 AND 44 IN SAID BLOCK 3 AND THE VACATED ALLEY LYING BETWEEN SAID LOTS 1 AND 44 THROUGH 46, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 3 OF SAID SUBDIVISION WHICH CORNER IS THE BEGINNING OF 14 DEGREE CURVE TO THE LEFT WITH ITS TANGENT ALONG THE NORTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID 14 DEGREES CURVE 11 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE PROPERTY OF THE RAILROAD AND THE TRUE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING WESTERLY

ALONG SAID 14 DEGREE CURVE FOR A DISTANCE OF 86.86 FEET TO THE BEGINNING OF AN 11 DEGREES 28 MINUTES CURVE TO THE LEFT AND TANGENT TO SAID 14 DEGREE CURVE AT SAID LAST MENTIONED POINT; THENCE WESTERLY ON SAID 11 DEGREES 28 MINUTES CURVE TO THE LEFT 117.56 FEET TO A POINT IN THE NORTH PROLONGATION OF THE WEST LINE OF NORTH RIDGEWAY AVENUT DISTANT 518.72 FEET NORTH OF INTERSECTION OF SAID STREET LINE WITH THE NORTH LINE WABANSIA AVENUE; THENCE SOUTH ALONG THE NORTH PROLONGATION OF THE WEST LINE OF SAID NORTH RIDGEWAY AVENUT 91.52 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEASTERLY BOUNDARY LINE OF SAID ROALROAD PROPERTY; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING).

PIN: 13-35-319-040-0000

PARCEL 3

LOT 1 IN BLOCK 3 IN REID'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 1 LYING NORTHWESTERLY OF A LIN 15 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY FACE OF THE SOUTHEASTERLY CURVED TRACK AS IT EXISTED IN 1891, OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD, SAID CURVE BEING CONVEX NORTHWESTERLY FROM SAID SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN: 13-35-319-014-0000

EXHIBIT F

INTERGOVERNMENTAL AGREEMENT

(ATTACHED)



**INTERGOVERNMENTAL
AGREEMENT PROVIDING FOR
THE LEASE AND SHARED
MAINTENANCE OF THE
BLOOMINGDALE TRAIL**

(Above Space For Recorder's Use Only)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of the ____ day of _____, 2013, by and between the Chicago Park District (the "District"), an Illinois municipal corporation, and the City of Chicago (the "City"), an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation ("CDOT"), Department of Housing and Economic Development ("DHED") and Department of Cultural Affairs and Special Events ("DCASE"). Each of the foregoing is hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Section 10, Article VII of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages cooperative agreements between units of Illinois's state and local government; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 authorizes and provides for municipalities to convey, grant or transfer real estate, or interests therein, held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, the City has acquired the approximately 2.8 mile long, former Canadian Pacific Railway rail line, originally located at grade level, and subsequently relocated atop an embankment built within certain City right of way within West Bloomingdale Avenue between North Ridgeway Avenue on the west and North Ashland Avenue on the east, in Chicago, Illinois, as legally described and depicted on Exhibit A-1 and Exhibit A-2, respectively, to this Agreement (together with the easement interest to be acquired by the City in the METRA property to the west of North Lawndale Avenue to Ridgeway Avenue, the "Bloomingdale Property"); and

WHEREAS, certain District-owned property adjacent to the Bloomingdale Property, and certain additional land which the City anticipates acquiring after the date of this Agreement, all of which is legally described and depicted on Exhibit B-1 and Exhibit B-2, respectively, shall

serve as entrance parks and points of access to enable the general public to get from street level to the top of the embankment on the Bloomingdale Property (collectively, the "Access Parks"); and

WHEREAS, a series of ramps, as depicted on Exhibit C to this Agreement (such improvements, the "Connecting Improvements"), shall connect the street level Access Parks to the top of the embankment on the Bloomingdale Property; and

WHEREAS, prior to the date hereof, (a) the District, the City, and the Trust For Public Land ("TPL"), have cooperated in funding certain pre-development and design work related to (a) the acquisition of the Bloomingdale Property and the Access Parks, (b) the rehabilitation and adaptive reuse of the existing rail line embankment for public park and open space purposes (the "Public Park"), (c) the rehabilitation (or replacement) of the bridges, viaducts and overpasses located along such embankment (such spanning structures, the "Overpass Improvements"), (d) development of the Public Park, Access Parks, the Connecting Improvements, the Overpass Improvements, and certain ancillary improvements in adjacent public right of way ((b), (c) and (d), collectively, the "Bloomingdale Improvements"); and

WHEREAS, the City is preparing to commence construction of the Bloomingdale Improvements, which construction shall be financed in part with (a) certain grant funds provided by the Federal Highway Administration pursuant to that certain [DESCRIBE AGREEMENT] (the "FHWA Grant Agreement"), which funds are conditioned upon the City's compliance with the obligations set forth in the FHWA Grant Agreement (the "FHWA Obligations"); and

WHEREAS, upon the completion of the Bloomingdale Improvements (such date, the "Completion and Commencement Date"), the City shall lease the Bloomingdale Property to the District, and the District shall lease such property from the City, for a period of twenty-five (25) years, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City and District further desire to set forth herein their agreement regarding the ongoing maintenance, repair and replacement of the Bloomingdale Improvements and the operation of the Public Park and the Access Parks, after such lease and such conveyances; and

WHEREAS, by resolution adopted on _____ 2013, the Board of Commissioners of the District has authorized the execution of this Agreement by the District's General Superintendent (the "Superintendent") and the District's performance of its obligations hereunder; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on _____, 2013, and published at pages _____ to _____ in the Journal of Proceedings of the City Council of such date, the City has authorized the execution of this Agreement by the Commissioner of Transportation (the "Commissioner") and the City's performance of its obligations hereunder; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the Parties agree as follows:

SECTION 1. GRANT. Effective as of the Completion and Commencement Date, the City hereby leases to the District, and the District hereby leases from the City (and, as to the METRA property described in the above Recitals, the City hereby grants to the District the use

rights granted to the City and the District by METRA, and the District hereby accepts such use rights), the Bloomingdale Property, together with the Bloomingdale Improvements, the Connecting Improvements, the Overpass Improvements, and all improvements constructed on the Bloomingdale Property and appurtenant to the Public Park (the "Premises"). The Parties shall document the Completion and Commencement Date by written agreement ("Memorandum of Lease"), which shall be recorded against the Bloomingdale Property to give record notice of the commencement date of this Agreement.

SECTION 2. TERM. The term of the lease ("Term") shall commence on the Completion and Commencement Date and shall end twenty-five (25) years after such Completion and Commencement Date ("Expiration Date"), unless sooner terminated as set forth herein.

SECTION 3. RENT. The District shall pay the City One and No/100 Dollars (\$1.00) as base rent for the Premises and, as additional consideration, shall perform the District's maintenance, repair and operation obligations under this Agreement.

SECTION 4. NO TAXES. The City and District intend that the lease of the Premises be free from all general real estate, leasehold, excise, sale, personal property and other taxes and levies.

SECTION 5. UTILITIES. The District shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises. Notwithstanding the foregoing, the City shall cause meters to be installed (if feasible) and pay when due all electricity and power charges related to the lighting of the underside of the bridges, viaducts and overpasses comprising the Overpass Improvements, and related to any street lights located at grade level within any public right-of-way constituting a portion of the Bloomingdale Property.

SECTION 5. CONSTRUCTION The City shall construct the Bloomingdale Improvements according to the plans and specifications agreed upon by both the District and the City, and in accordance with regulations and standards promulgated by the Illinois Department of Transportation ("IDOT"). The City shall make available to the designated District project manager all progress updates on construction, as well as extend access to any regularly scheduled construction progress meetings. The City shall provide the District with up to three (3) sets of as-built drawings upon the completion of the Bloomingdale Improvements in the format requested by the District.

SECTION 6. CONDITION OF PREMISES; ADDITIONS; SURRENDER. The District shall accept the Premises in its "as is" condition on the Completion and Commencement Date, subject, however, to the City's prior construction and substantial completion of the Bloomingdale Improvements, and such punch-list items as the City and the District may agree to in writing. Upon the completion of all punch list items and after the conclusion of a final walkthrough, the District shall take possession of the Premises. The City covenants and agrees that the District, upon observing and keeping the covenants, agreements and conditions of this Agreement on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or interference by the City or by any person or persons claiming under the City.

SECTION 7. DUTY TO MAINTAIN PREMISES. The District shall, at the District's expense, maintain the Premises, excluding the Overpass Improvements, in good condition and repair, in a manner consistent with all other similarly situated District properties, and in compliance with all applicable federal, state and local laws, including the provisions of the Municipal Code of the City of Chicago ("Laws") and in accordance with the FHWA Obligations. The District agrees to maintain all park features, including trail and pathways, trees and landscapes, fences and railings, site furnishings, lighting, signage and irrigation. Maintenance includes cleaning and routine repairs but does not include major rehabilitations, replacements or other capital improvements. If the District refuses or neglects to make needed repairs within thirty (30) days after mailing of written notice thereof sent by the City, unless such repair cannot be remedied within thirty (30) days, and the District shall have commenced and is diligently pursuing all necessary action to remedy such repair, the City is authorized to make such repairs and the District will within thirty (30) business days of demand reimburse the City for the reasonable cost thereof or City can immediately terminate this Agreement by providing the District with written notice of termination for cause. The City shall at all times have a right of access to the Premises for the purpose of inspecting and making repairs to the Premises.

The District shall not operate or use the Premises in a manner that would violate any Law. The District further covenants not to do or suffer any waste or damage to the Premises. Any use of the Premises must be limited to the operation of a public park, and ancillary activities thereto, including, without limitation, pedestrian and bike trails (but no truck, car, motorcycle or other vehicle usage except for emergency and maintenance vehicles), landscaping, gardening, art installations and activities, performances, concessions, educational activities, and historic preservation activities. No use of the Premises shall be made that would include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. The District shall not use said Premises for political or religious activities. The District agrees that in utilizing said Premises that it shall not discriminate against any member of the public in a protected class described under the Chicago Human Rights Ordinance, Municipal Code Chapter 2-160-010 et seq., or any protected class under any federal or state human rights or civil rights laws.

The District shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary to the operation of the public park, provided that any such alterations, additions and improvements shall be in full compliance with applicable Laws and provided that the District has obtained the prior written consent of City to any change that materially changes any design feature, materially and adversely impacts any neighboring private property, materially alters any access point, or changes the hours of operation for the Public Park.

Notwithstanding the above, the City shall be obligated to maintain, repair and, if necessary, replace, the concrete embankment walls, bridges, support structures, and other infrastructure within the public right-of-way, including ramps and stairs, and the Overpass Improvements (including any lighting fixtures appurtenant thereto). Apart from such work, the City shall have no maintenance, repair or replacement obligations with respect to the Premises.

SECTION 8. ASSIGNMENT, SUBLEASE, AND LIENS. The District shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof without the written consent of City, which shall be in the City's sole discretion, and which shall be subject to the approval of the City Council of the City. Notwithstanding any applicable limitations of law that bar the attachment of liens to publicly-owned real property, the District shall not cause or permit any lien or encumbrance, whether created by act of the District, operation of law or otherwise, to

attach to or be placed upon City's title or interest in the Premises, or to the District's leasehold interest.

SECTION 9. INSURANCE. The District shall procure and maintain at all times, at the District's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, if applicable, insuring all operations related to the lease and operation of the Premises, or the District may self-insure for the same types and amounts.

The kinds and amounts of insurance required are as follows:

(a) Workers Compensation and Employers Liability Insurance. As a government entity, the District is self-insured in the entirety for Worker's Compensation in accordance with the laws of the State of Illinois.

(b) Commercial Liability Insurance. (Primary and Umbrella). The District maintains self-insurance to the amount of \$1,500,000.00 as primary insurance. The District also maintains excess insurance coverage from \$1,500,000.00 to \$25,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Agreement.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the District shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the District for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee. The District shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the District. The District maintains all-risk insurance in the amount of \$25 million.

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

The District will make available to the City of Chicago, Department of Transportation, 30 North LaSalle Street, Suite 1100, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage, where applicable, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in

compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the District shall not be deemed to be a waiver by the City. The District shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the District of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate the Agreement until proper evidence of insurance is provided.

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

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

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

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

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

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements, upon consultation and agreement in writing by the District.

SECTION 10. INDEMNIFICATION. The District shall defend, indemnify, keep and hold harmless the Indemnitees (as defined below) from and against any and all Losses related to (a) injury or death to any person, (b) damage or destruction of any property, and (c) the District's failure to pay or materially perform, or cause to be paid or materially performed, any of its covenants and obligations as and when required under this Agreement, except to the extent any such Losses result, in whole or in part, directly or indirectly, from the default or negligent or wrongful acts or omissions of the Indemnitees or any one of them.

"Indemnitees" means, collectively, the City, and its respective officers, representatives, elected and appointed officials, agents and employees.

"Losses" means, individually and collectively, actual liabilities of every kind, including actual losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), including due to third party claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of the District, its employees, agents, contractors and subcontractors, or otherwise arising out of the rights and obligations of such

parties hereunder. "Losses" shall not include, however, special, consequential, punitive or indirect damages.

At the City Corporation Counsel's option, the District must defend all suits brought upon all such Losses against the City and must pay all reasonable costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the District of any of its obligations under this Agreement. The District shall have the right to select the counsel to defend such suit, subject to the City's reasonable consent. The District, if not named a party, may seek to intervene in such suit in order to defend against such claim for Losses. Any settlement must be made only with the prior written consent of the City Corporation Counsel if the settlement requires any payment or action on the part of the City.

This Section does not imply a waiver of the Illinois Tort Claims Immunity Act, 745 ILCS (10).

SECTION 11. DAMAGE OR DESTRUCTION. If the Premises are damaged or destroyed by fire or other casualty so as to be permanently unusable for public park purposes, the District shall have the option to declare this Agreement terminated as of the date of such damage or destruction by providing each other City written notice to such effect.

SECTION 12. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS.

(a) No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises, or contracts related thereto, nor shall any such official, employee, or member participate in making or in any way attempt to use him position to influence any City governmental decision or action with respect to this Agreement.

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

SECTION 13. MISCELLANEOUS.

(a) All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by the District to City shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

Commissioner
Department of Transportation
City of Chicago
30 North LaSalle Street, Suite 1100
Chicago, Illinois 60602
Tel: (312) 744-3600

Fax No.: (312) 744-1200

or at such other place as City may from time to time designate by written notice to the District. All notices, demands, and requests by City to the District shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the District as follows:

General Superintendent
Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Tel: (312) 742-4300
Fax No.: (312) 742-5328

or at such other place as the District may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon the District by City, or upon City by the District, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

(b) If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

(c) This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

(d) All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto. The Parties shall have administrative discretion to make such amendments as may be necessary to modify this Agreement to better maintain and operate the Premises in a manner that promotes public use and enjoyment, public safety, and a cooperative and compatible relationship with private parties whose properties are adjacent to the Premises.

(e) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

(f) The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors, and assigns.

(g) The Parties executing this Agreement hereby represent and warrant that they are the duly authorized and acting representatives of City and the District respectively and that by their execution of this Agreement, it became the binding obligation of City and the District respectively, subject to no contingencies or conditions except as specifically provided herein. This Agreement has been authorized by (i) Board Resolution _____ adopted on _____, 2013 by the District, and (ii) by the ordinance adopted by the City Council of the City on _____, 2013 and published in the Journal of Proceedings for such date at pages _____.

(h) When a period of time is provided in this Agreement for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

(i) All Bloomingdale Improvements and all improvements made on the demised Premises after the date of this Agreement shall revert back to the City at the termination of this Agreement.

(j) The recitals set forth at the start of this Agreement, and the Exhibits attached hereto, are incorporated herein and made a part hereof and constitute a material part of this Agreement.

(k) The Parties agree that this Agreement is solely for the benefit of the Parties and nothing herein is intended to create any rights or remedies for any persons other than the Parties.

(l) The City hereby designates the Commissioner of the Department of Transportation as its primary contact in all matters under this Agreement, at the address set forth in Section 13(a) above. The District hereby designates its General Superintendent as its primary contact in all matters under this Agreement, at the address set forth in Section 13(a) above.

(m) This Agreement may be executed in counterparts, and original signature pages from such counterparts attached, to constitute an original execution copy of this Agreement.

(n) This Agreement may be terminated at any time upon mutual agreement of the Parties.

SECTION 14. SIGNAGE. The District may not install or affix any signage to the Premises (except for customary park signage that does not mention any third parties or persons, whether donors, sponsors, or advertisers) without the prior written consent of the City. The City shall have the right to install and affix such signage as the City desires onto the concrete embankments supporting the Bloomingdale Improvements and onto the Overpass Improvements, including, without limitation, signage that identifies the Premises, as well as signage identifying donors, sponsors and third-party advertising. The City shall coordinate its installation of signage with the installation of artworks pursuant to Section 15 below. Any income or revenues attributable to signage identifying donors to or sponsors of the Premises, or a portion thereof (whether consented-to District signage, or City signage), shall be segregated and spent on the ongoing maintenance, repair and operation of the Premises.

SECTION 15. ARTISTIC IMPROVEMENTS. The District may not install or affix any artistic improvements to the Premises without the prior written consent of DCASE. The District and DCASE shall cooperate in identifying appropriate locations for permanent and temporary displays of artworks on the Premises, and shall enter into an agreement regarding maintenance of such artworks and development of cultural and arts programming.

[Signature Page Follows]

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

THE CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: _____
Gabe Klein
Commissioner of Transportation

By: _____
Andrew Mooney
Commissioner of Housing and Economic Development

By: _____
Michelle T. Boone
Commissioner of Cultural Affairs and Special Events

APPROVED AS TO FORM AND LEGALITY:

By: _____
Deputy Corporation Counsel

CHICAGO PARK DISTRICT, an Illinois municipal
corporation

By: _____
Michael Kelly
General Superintendent and CEO

APPROVED AS TO FORM AND LEGALITY:

By: _____
First Deputy General Counsel

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Mooney, the Commissioner of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gabe Klein, the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

NOTARY PUBLIC

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michelle T. Boone, the Commissioner of Cultural Affairs and Special Events of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

NOTARY PUBLIC

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael P. Kelly, the General Superintendent and CEO of the Chicago Park District, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said General Superintendent and CEO, he signed and delivered the foregoing instrument pursuant to authority given by the Chicago Park District as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

NOTARY PUBLIC

EXHIBIT A-1

LEGAL DESCRIPTION OF BLOOMINGDALE PROPERTY

[See Attachment]

EXHIBIT A-2

DEPICTION OF BLOOMINGDALE PROPERTY

[See Attachment]

EXHIBIT B-1

LEGAL DESCRIPTION OF ACCESS PARKS

[See Attachment]

EXHIBIT B-2

DEPICTION OF ACCESS PARKS

[See Attachment]

EXHIBIT C

DEPICTION OF CONNECTING IMPROVEMENTS

[See Attachment]



Office of the City Clerk



O2013-848

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement for Tax Increment Financing funding for Chicago Transit Authority for improvements to Red Line's Bryn Mawr Station
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement for TIF funding for the Chicago Transit Authority for improvements to the Red Line's Bryn Mawr Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Transit Authority (the "CTA") is a municipal corporation of the State of Illinois; and

WHEREAS, 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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on December 11, 1996 and published at pages 35413-35511 of the Journal of Proceedings of the City Council (the "Journal") of such date, the City Council of the City: (i) approved a certain redevelopment plan and project (the "Plan") for the Bryn Mawr/Broadway Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain ad valorem taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Bryn Mawr/Broadway TIF Fund established to pay redevelopment project costs incurred in the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act from redevelopment project areas that are contiguous to, or separated by a public right of way from, the Area to pay eligible redevelopment project costs; and

WHEREAS, the CTA proposes to undertake the rehabilitation of its Bryn Mawr station (the "Project") on the CTA's Red Line, which project is located within the Area; and

WHEREAS, the CTA has requested tax increment allocation financing funds assistance (the "City Contribution") from the City's Department of Housing and Economic Development ("HED") to support portions of the cost of the Project, and the City desires to provide such assistance; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the City Contribution for the Project; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on December 12, 2012, the Chicago Transit Board enacted an ordinance authorizing the CTA to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of HED ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with the CTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

Agreement

[see attached]

**INTERGOVERNMENTAL AGREEMENT
FOR TAX INCREMENT ALLOCATION FINANCING FOR THE CTA BRYN MAWR STATION
PROJECT**

This Intergovernmental Agreement (the "Agreement") is entered into as of _____, 2013 (the "Closing Date") by and between the City of Chicago, a municipal corporation (the "City"), acting through its Department of Housing and Economic Development ("HED"), and the Chicago Transit Authority ("CTA"), an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

WHEREAS, the City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, 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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to the ordinance adopted on December 11, 1996 and published at pages 35413-35511 of the Journal of Proceedings of the City Council (the "Journal") of such date, the City Council of the City: (i) approved a certain redevelopment plan and project (the "Plan") for the Bryn Mawr/Broadway Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Bryn Mawr/Broadway TIF Fund established to pay redevelopment project costs incurred in the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, certain TIF-funded City programs and redevelopment agreements have been established by the City Council of the City as of the Closing Date, which programs and agreements pledge portions of the Bryn Mawr/Broadway TIF Fund (collectively, the "Prior Obligations"); and

WHEREAS, the CTA proposes to undertake the rehabilitation of its Bryn Mawr rapid transit station (the "Project") on the Red Line, which project is located within the Area, and which is described in more detail in Exhibit A, incorporated and attached hereto; and

WHEREAS, the budget for the Project is approximately \$25,000,000, of which \$15,000,000 thereof will be paid for by the CTA with proceeds of a grant it has received from the Illinois Department of Transportation ("IDOT Grant"), a copy of which IDOT Grant is attached hereto as Exhibit B; and

WHEREAS, the City and the CTA have agreed that the City will pay not more than

\$10,000,000 toward the Project (the "City Contribution") from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City; and

WHEREAS, the Project is the type of public improvement that is contemplated by the Plan, and therefore the costs of the Project ("Project Costs") qualify as "Redevelopment Project Costs" under the Plan, as defined in Section 5/11-74.4-3(q) of the Act; and

WHEREAS, the City and the CTA wish to enter into this Agreement; and

WHEREAS, the City and the CTA have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, on _____, 2013, the City Council adopted an ordinance (the "Authorizing Ordinance") authorizing the execution of this Agreement; and

WHEREAS, on December 12, 2012, the Chicago Transit Board passed an ordinance (the "CTA Ordinance") authorizing the execution of this Agreement;

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

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. [intentionally omitted]

SECTION 3. THE PROJECT

(a) The parties acknowledge that the Project shall begin in 2013 with design work and shall be completed not later than January 31, 2018.

(b) The CTA shall provide the City any plans and specifications pertaining to the Project that the City may reasonably request from time to time during the Term of this Agreement, and shall notify HED of any significant changes to said plans.

(c) The CTA hereby certifies that the Project has to date and shall continue to comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as may be in effect at the time of the Project's completion.

(d) The CTA hereby certifies to the City that the City Contribution, together with available CTA funds from the IDOT Grant or other CTA funds, shall be sufficient to complete the Project.

SECTION 4. FINANCING

(a) City Funds shall be used only to pay the CTA for its costs of TIF-Eligible Improvements, contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such costs. "TIF-Eligible Improvements" means those

improvements of the Project which (i) qualify as Redevelopment Project Costs as defined in the Act, (ii) are eligible costs under the Plan, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. The City agrees that Exhibit A hereto represents certain TIF-Eligible Improvements for the Project and sets forth, by approximate line item amounts, the minimum amount of TIF-Eligible Improvements the CTA plans for the Project. The CTA may implement changes to the Project that cause variations in the line item amounts shown on Exhibit A, provided that all the changes qualify as TIF-Eligible Improvements.

(b) Subject to the terms and conditions of this Agreement, the City shall pay to the CTA an amount not to exceed \$10,000,000 in City funds from Available Incremental Taxes ("City Funds") to pay the City Contribution toward the Project Costs. If the actual Project Costs total less than \$10,000,000, then the maximum the City shall be liable for under this Agreement is 100% of those Project Costs that constitute TIF-Eligible Improvements. If the actual Project Costs exceed \$10,000,000, then the CTA shall be solely responsible for such excess costs.

(c) "Available Incremental Taxes" means such taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Bryn Mawr/Broadway TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, and which are not encumbered or pledged for the payment of Prior Obligations.

(d) The City warrants that it has available and has segregated on the books of the City an amount of City Funds sufficient to make the City Contribution, and covenants that the City Funds will not be used for any purpose other than the City Contributions during the Term of this Agreement.

(e) The City Funds being provided hereunder are being granted on a conditional basis, subject to the CTA's compliance with the provisions of this Agreement.

(f) Only those expenditures made by CTA with respect to the Project prior to the Closing Date hereof, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the budget for the Project, shall be considered as previously contributed CTA funds ("Prior Expenditures"). Exhibit D hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures.

SECTION 5. PAYMENT of CITY FUNDS

(a) The CTA shall prepare and provide to HED, on an annual basis, a payment requisition similar to the form set forth on Exhibit C hereto, not later than October 31st of the years 2013, 2014 and 2015, stating: (i) the TIF-Eligible Improvements actually incurred by the CTA on the Project to the date of the report, if any, and (ii) the estimated amounts of TIF-Eligible Improvements likely to be undertaken by the CTA in connection with the Project during the next succeeding twelve months ("Request for Payment"). Requests for Payment shall consist solely of likely expenditures that qualify as TIF-Eligible Improvements, such as design and planning fees and rehabilitation construction costs. If such annual report has been timely received by the City, then, not later than December 31 of each of the years 2013, 2014 and 2015, HED will process the Request for Payment for that year and remit payment of the aggregate City Funds thereby requested to the CTA, provided the yearly aggregate request is equal to or less than:

Year-end 2013:	\$2,900,000
Year-end 2014:	\$4,200,000
Year-end 2015:	\$2,900,000

In the event that City Funds have not been paid to the CTA by December 31 of each relevant year following the receipt of such Requests for Payment, the CTA shall have the right to suspend its performance under this Agreement until payment is received.

(b) The CTA will deposit such funds in a segregated sub-account it controls and will use such funds to pay TIF-Eligible Improvements costs of the Project from time to time. The CTA shall provide the City with a cash flow analysis of the segregated sub-account for the Project upon request.

(c) Any balance remaining in the segregated sub-account 90 days after the date of final completion of the Project shall be promptly repaid to the City upon demand of HED.

(d) Once per quarter, the CTA shall submit documentation to HED substantiating its applicable incurrence and payment, during the prior 90 days, of Redevelopment Project Costs (including TIF-Eligible Improvements) and of progress on the Project as a whole. This documentation will include substantiation of CTA's incurrence and payment of costs of the Project from IDOT grant proceeds. In addition to the items expressly set forth therein, such documentation shall constitute a certification to the City that:

(i) the costs represent the actual amount already incurred by the CTA for its own work or incurred by the CTA by its general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project for the CTA;

(ii) the CTA has approved all work and materials for the Project reflected in the report; and

(iii) the work was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion; and

(iv) the approximate ratio of CTA payments of Project costs is 60% from IDOT Grant proceeds, and 40% from City Funds.

HED shall review each report for, among other things, evidence that the CTA incurred and paid TIF-Eligible Expenditures in an amount that equals or exceeds the amount of City Funds that had been pre-paid to the CTA prior to that time, and HED shall inform the CTA of any questions or comments about same as soon as practicable.

SECTION 6. TERM

The term of this Agreement ("Term") shall commence on the Closing Date and shall expire on December 11, 2019 or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 7. ENVIRONMENTAL MATTERS; SAFETY; INSPECTION

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Project or the suitability of the Project for any public rapid transit use whatsoever.

(b) The CTA shall be solely responsible for the safety and protection of the public in connection with the Project.

(c) The City reserves the right to inspect the Project from time to time as it is being undertaken or after its completion.

SECTION 8. INSURANCE

(a) The CTA is self-insured. During the term of this Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified below concerning all operations related to this Agreement.

(b) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.

(c) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent self-insurance with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. The City of Chicago will be considered an additional insured on a primary, non-contributory basis for any liability arising directly from the work. For those contracts already let or for work already performed prior to the Closing Date, the CTA shall recognize the City of Chicago as an additional insured on a primary, non-contributory basis for any liability arising directly from such work.

(d) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the CTA shall provide self-insured Automobile Liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(e) Professional Liability. When any architects, engineers or professional consultants engaged by the CTA perform work in connection with this Agreement, the CTA shall provide self-insured Professional Liability covering acts, errors, or omissions with limits of not less than \$1,000,000.

(f) Prior to the Closing Date, the CTA will furnish the City a letter of self insurance evidencing the required coverage to be in force on the Closing Date. After the Closing Date, the CTA will furnish the City similar evidence if the coverages change from self-insurance to purchased insurance during the term of this Agreement and prior to the completion of the Project. The receipt of any self-insurance does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the self-insurance is in

compliance with all Agreement requirements.

(g) Non-conforming self-insurance shall not relieve the CTA of the obligation to provide or cause to be provided insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop the CTA's work until proper evidence of insurance is provided, or this Agreement may be terminated.

(h) The required general liability self-insurance shall provide for sixty (60) days prior written notice to be given to the City or the CTA in the event coverage is substantially changed, canceled, or non-renewed. The CTA shall promptly notify the City in the event the CTA receives any such notice.

(i) Any and all self-insured retentions on referenced insurance coverages shall be borne by the CTA and its contractors.

(j) The CTA shall waive its rights of subrogation against the City, its employees, elected officials, agents, or representatives.

(k) The CTA expressly understands and agrees that any coverage and limits furnished by the CTA shall in no way limit the CTA's liabilities and responsibilities specified by this Agreement or by law.

(l) The CTA expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the CTA under this Agreement.

(m) The required self-insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(n) The CTA shall require all contractors for the Project to provide the insurance required herein or the CTA may provide the coverages for contractors. All contractors shall be subject to the same insurance requirements as is the CTA unless otherwise specified herein. In all contracts relating to the Project that are let after the Closing Date, the CTA agrees to require the contractor to name the City as an additional insured on insurance coverages as provided above and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

SECTION 9. EMPLOYMENT OBLIGATIONS

9.01 Employment Opportunity. CTA, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any Affiliate of the CTA operating in connection with the Project (collectively, with CTA, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to CTA and during the period of any other party's provision of services to CTA in connection with the construction of the Project, to the extent not in conflict with CTA's procurement requirements or applicable federal and state law:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time ("Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate undertaking any portion of the Project, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

9.02 Construction Worker Hours. The CTA may have affirmative action requirements or

goals for the Project that impose construction worker hours participation by utilization of minorities and women, respectively. The CTA shall comply, and shall cause its general contractors to comply, therewith.

9.03 [intentionally omitted.]

9.04 CTA's DBE Commitment. The CTA agrees for itself and its successors and assigns, that because the construction of the Project involves use of federal funds as part of CTA's contribution, CTA will comply with the U.S. Department of Transportation regulations set forth at 49 CFR Part 26, as it pertains to the participation of Disadvantaged Business Enterprises in federally funded contracts. CTA's obligation to comply with said regulations pertain to all work performed under this Project.

SECTION 10. INDEMNIFICATION

Except for the City's own negligence or wrongful acts, the CTA shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "City Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the CTA's construction of the Project, and any failure of performance or negligent or wrongful performance by the CTA, or any contractor or subcontractor for the CTA, and their respective officers, agents or employees, in connection with the Project, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.

SECTION 11. NOTICES

(a) All notices and demands by the CTA to the City shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the City as specified below, or to such other address as the City may from time to time designate by notice to the CTA hereunder:

To the City: City of Chicago
 Department of Housing and Economic Development
 Attention: Commissioner
 City Hall, Room 1000
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-9476
 (312) 744-2271 (Fax)

With copies to: City of Chicago
 Department of Law
 Attention: Finance and Economic Development Division
 City Hall, Room 600
 121 N. LaSalle Street
 Chicago, Illinois 60602
 (312) 744-0200
 (312) 744-8538 (Fax)

(b) All notices and demands by the City to the CTA shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the CTA as specified below, or to such other address as the CTA may from time to time designate by notice to the City hereunder:

To the CTA: President
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661
(312) 681-5000
(312) 681-5005 (Fax)

With copies to: General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661
(312) 681-2900

SECTION 12. GENERAL PROVISIONS

(a) This Agreement constitutes the entire understanding of the parties with respect to the Project and the payment of the City Contribution, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this Agreement shall be binding unless duly accepted and executed by both parties in writing.

(b) This Agreement will be governed in all respects in accordance with the laws of the State of Illinois. A court located in Chicago, Illinois, will hear any disputes which arise hereunder.

I Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions of this Agreement. Words of any gender will be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

(d) The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts will constitute one and the same Agreement.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, through their duly authorized representatives, as of the date set forth at the beginning of this Agreement.

CITY OF CHICAGO, a municipal corporation, through its
Department of Housing and Economic Development

Andrew J. Mooney, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

Terry Peterson, Chairman

Exhibit A

Project Description

[see attached]

PROJECT DESCRIPTION

Bryn Mawr Station Reconstruction/Rehabilitation Scope Outline

The CTA will receive \$10,000,000 of Tax Increment Financing (TIF) District funds for improvements at Bryn Mawr Station on the Red Line. The work will primarily consist of rehabilitation and reconstruction efforts.

Improvements will include:

- A new elevator, station house, and platform surface.
- Alterations to the track, platform and mezzanine levels.
- Alterations to the Bryn Mawr viaduct.

Exhibit B

IDOT Grant Agreement to CTA for Project costs

Requisition Form

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

\$ _____

\$ [\$0.00]

\$ _____

For Year-end 2013:	\$2,900,000
For Year-end 2014:	\$4,200,000
For Year-end 2015:	\$2,900,000

-14-

(ii) the CTA has approved all work and materials for the disbursement request for that portion of TIF-Eligible Improvements incurred to date;

(iii) the work that is the subject of the disbursement request herein was, or will be, performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion; and

(iv) the representations and warranties contained in the Agreement are true and correct and the CTA is in compliance with all applicable covenants contained therein.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Transit Authority, an Illinois municipal corporation

By: _____
Name
Title: _____

Subscribed and sworn before me this ____ day of _____, _____

My commission expires: _____

Agreed and accepted:

City of Chicago, by and through its Department of Housing and Economic Development

Andrew J. Mooney, Commissioner

Date: _____

Exhibit D

Prior CTA Expenditures

None.



Office of the City Clerk



O2013-853

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Education for Tax Increment Financing for Jones College Prep
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Board of Education for TIF funding for Jones College Prep.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1 et seq. (2007) (the "School Code"); and

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as The William Jones College Preparatory High School (also known as Jones College Prep or "Jones") (the "Existing Facility") on the real property generally located at 600-640 South State Street and 601-619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

WHEREAS, the Commission owns in trust for and leases to the Board the Existing Property; and

WHEREAS, the Board is constructing new buildings and related improvements to house and serve the high school (the "School"); and

WHEREAS, the Board acquired the real property at 642-738 South State Street, Chicago, Illinois (the "New Property") for the construction of a new modern school; and

WHEREAS, the Board though the Commission is constructing a new facility, including athletic facilities, on the New Property acquired by the Board (the "New Facility"); and

WHEREAS, the Board desires to rehabilitate the Existing Facility to supplement the New Facility in housing and serving the School; and

WHEREAS, the Board also desires to construct an athletic field and related improvements (the "Athletic Facility") on real property at 2300 South Dearborn Street, Chicago, Illinois (the "Athletic Property") (the Existing Property and the Athletic Property shall be referred to together herein as the "Property," the rehabilitation of the Existing Facility shall be referred to herein as the "Existing Facility Project," the construction of the Athletic Facility shall be referred to herein "Athletic Facility Project," and the Existing Facility Project and the Athletic Facility Project shall be referred to together herein as the "Project"); and

WHEREAS, 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 blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 54876 to 54950): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area" (as amended pursuant to ordinances adopted by the City Council on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012, March 28, 2001 and published in the Journal for such date at pages 55308 to 55313, and April 13, 2011 and published in the Journal for such date at pages 114565 to 114621); "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114622 to 114632); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114633 to 114641) (the aforesaid Ordinances are collectively referred to herein as the "Near South TIF Ordinances", the Redevelopment Plan approved by the Near South TIF Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South TIF Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on July 21, 1999 (as published in the Journal for such date at pages 8099 to 8210): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the 24th/Michigan Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the 24th/Michigan Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the 24th/Michigan Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "24th/Michigan TIF Ordinances", the Redevelopment Plan approved by the 24th/Michigan TIF Ordinances is referred to herein as the "24th/Michigan Redevelopment Plan" and the redevelopment project area created by the 24th/Michigan TIF Ordinances is referred to herein as the "24th/Michigan Redevelopment Area"); and

WHEREAS, all of the Existing Property lies wholly within the boundaries of the Near South Redevelopment Area, and all of the Athletic Property lies wholly within the boundaries of the 24th/Michigan Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment" and Increment collected from the 24th/Michigan Redevelopment Area shall be known as the "24th/Michigan Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, the Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area, and the 24th/Michigan Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the 24th/Michigan Redevelopment Area; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, the Near South Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 24th/Michigan Redevelopment Area; and

WHEREAS, the Near South Redevelopment Plan permits the exercise of Transfer Rights with respect to Near South Increment and the 24th/Michigan Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Near South and 24th/Michigan Redevelopment Plans to allocate and use a portion of the Near South Increment for the Athletic Facility Project; and

WHEREAS, the City desires to allocate and use a portion of the Near South Increment in an amount not to exceed \$13,900,000 (the "City Funds") for the Project pursuant to a proposed intergovernmental agreement between the City and the Board in substantially the form attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 of the Agreement) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan and the 24th/Michigan Redevelopment Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act; now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the TIF Act approved by the City, consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the TIF Act.

SECTION 3. The Commissioner is authorized to execute the Agreement and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as are necessary or appropriate.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

EXHIBIT 1
AGREEMENT

S:\SHARED\Finance\William Jones Commercial H.S\2013 IGA\iga 6.doc

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL

This Intergovernmental Agreement regarding the William Jones College Preparatory High School (this "Agreement") is made and entered into as of the _____ day of _____, 2013 (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Housing and Economic Development (the "Department"), and the Board of Education of the City of Chicago (the "Board"), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1 et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago (the "Commission") to facilitate the acquisition and construction of public buildings and facilities; and

WHEREAS, the Board operates a high school known as The William Jones College Preparatory High School (also known as Jones College Prep or "Jones") (the "Existing Facility") on the real property generally located at 600-640 South State Street and 601-619 South Plymouth Court, Chicago, Illinois (the "Existing Property"); and

WHEREAS, the Commission owns in trust for and leases to the Board the Existing Property; and

WHEREAS, the Board is constructing new buildings and related improvements to house and serve the high school (the "School"); and

WHEREAS, the Board acquired the real property at 642-738 South State Street, Chicago, Illinois (the "New Property") for the construction of a new modern school; and

WHEREAS, the Board though the Commission is constructing a new facility, including athletic facilities, on the New Property acquired by the Board (the "New Facility"); and

WHEREAS, the Board desires to rehabilitate the Existing Facility to supplement the New Facility in housing and serving the School; and

WHEREAS, the Board also desires to construct an athletic field and related improvements (the "Athletic Facility") on real property at 2300 South Dearborn Street, Chicago, Illinois (the "Athletic Property") (the Existing Property and the Athletic Property shall be referred to together herein as the "Property," the rehabilitation of the Existing Facility shall be referred to herein as the "Existing Facility

Project," the construction of the Athletic Facility shall be referred to herein "Athletic Facility Project," and the Existing Facility Project and the Athletic Facility Project shall be referred to together herein as the "Project"); and

WHEREAS, 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 blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on August 3, 1994 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 54876 to 54950): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area" (as amended pursuant to ordinances adopted by the City Council on May 12, 1999 and published in the Journal for such date at pages 1002 to 1012, March 28, 2001 and published in the Journal for such date at pages 55308 to 55313, and April 13, 2011 and published in the Journal for such date at pages 114565 to 114621); "An Ordinance of the City of Chicago, Illinois Designating the Near South Redevelopment Project Area as a Tax Increment Financing District" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114622 to 114632); and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the Near South Redevelopment Project Area" (as amended pursuant to an ordinance adopted by the City Council on April 13, 2011 and published in the Journal for such date at pages 114633 to 114641) (the aforesaid Ordinances are collectively referred to herein as the "Near South TIF Ordinances", the Redevelopment Plan approved by the Near South TIF Ordinances is referred to herein as the "Near South Redevelopment Plan" and the redevelopment project area created by the Near South TIF Ordinances, as amended, is referred to herein as the "Near South Redevelopment Area"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council adopted the following ordinances on July 21, 1999 (as published in the Journal for such date at pages 8099 to 8210): "An Ordinance of the City of Chicago, Illinois Approving and Adopting a Tax Increment Redevelopment Project and Plan for the 24th/Michigan Redevelopment Project Area"; "An Ordinance of the City of Chicago, Illinois Designating the 24th/Michigan Redevelopment Project Area as a Tax Increment Financing District"; and "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Financing for the 24th/Michigan Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "24th/Michigan TIF Ordinances", the Redevelopment Plan approved by the 24th/Michigan TIF Ordinances is referred to herein as the "24th/Michigan Redevelopment Plan" and the redevelopment project area created by the 24th/Michigan TIF Ordinances is referred to herein as the "24th/Michigan Redevelopment Area"); and

WHEREAS, all of the Existing Property lies wholly within the boundaries of the Near South Redevelopment Area, and all of the Athletic Property lies wholly within the boundaries of the 24th/Michigan Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Near South Redevelopment Area shall be known as the "Near South Increment" and Increment collected from the 24th/Michigan Redevelopment Area shall be known as the "24th/Michigan Increment"); and

WHEREAS, the Board is a taxing district under the Act; and

WHEREAS, the Near South Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the Near South Redevelopment Area, and the 24th/Michigan Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements within the boundaries of the 24th/Michigan Redevelopment Area; and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, the Near South Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 24th/Michigan Redevelopment Area; and

WHEREAS, the Near South Redevelopment Plan permits the exercise of Transfer Rights with respect to Near South Increment and the 24th/Michigan Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Near South and 24th/Michigan Redevelopment Plans to allocate and use a portion of the Near South Increment for the Athletic Facility Project; and

WHEREAS, the City desires to allocate and use a portion of the Near South Increment in an amount not to exceed \$13,900,000 (the "City Funds") for the Project; and

WHEREAS, in accordance with the Act, the TIF-Funded Improvements (as defined in Article Three, Section 3 hereof) are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Near South Redevelopment Plan and the 24th/Michigan Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Facility that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03 (u) of the Act;

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:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECT

1. The plans and specifications for the Project shall: (a) at a minimum meet the general requirements for the Existing Facility and the Athletic Facility as set forth in Exhibit B hereof, (b) be provided to the City by the Board, and (c) approved by the City in the City's discretion. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations,

codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor (including the Commission, if applicable) to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

ARTICLE THREE: FUNDING

1. (a) On a quarterly basis (or as otherwise agreed to by the Department), the Board shall provide the Department with a Requisition Form, in the form of Exhibit E hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit G hereto; (ii) evidence of the expenditures upon TIF-Funded Improvements which the Board has incurred; and (iii) all other documentation described in Exhibit E. The City shall review and, in the City's discretion, approve each Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The availability of the City Funds is subject to the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use. The parties currently anticipate that Requisition Forms will be submitted and disbursements of City Funds will be made in the estimated amounts and at the estimated times set forth in Exhibit I hereto. No City Funds shall be disbursed with respect to the Athletic Facility Project until the Board has evidenced to the City in writing to the City's satisfaction that the Board owns or otherwise controls the Athletic Property, or has the right to enter the Athletic Property and undertake such activities as the Board deems necessary prior to owning or otherwise controlling the Athletic Property.

(b) Delivery by the Board to the Department of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds disbursed in the previously made Disbursement (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the Board has approved all work and materials for the current Requisition Form, and such work and materials conform to the plans and specifications for the Project; and

(iv) the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

(c) [intentionally omitted]

(d) [intentionally omitted]

(e) (i) The Board's right to receive payments hereunder shall be subordinate to all prior obligations of the City to be paid from Near South Increment, including but not limited to the City's Tax Increment Allocation Bonds (Near South Redevelopment Project) \$42,500,000 Series 1999A Bonds and \$7,500,000 Series 1999B Bonds (Taxable) and Junior Lien Tax Increment Allocation Bonds (Near South Redevelopment Project), \$39,011,761.50 Series 2001A Bonds and \$7,230,000 Series 2001B Bonds (Taxable), that certain Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC Redevelopment Agreement dated on or about December 20, 2005 among the City, Blackstone Hotel Developer LLC and Urban Heritage Chicago Blackstone Hotel LLC and that certain Tax Increment Allocation Revenue Note (Blackstone Hotel Redevelopment Project), Taxable Series issued by the City pursuant thereto, and that certain Intergovernmental Agreement between the City and the Board dated December 5, 2012 regarding the New Facility.

(ii) The City, subject to the terms of this subsection 1(e)(ii), may, until the earlier to occur of (1) the expiration of the Term of this Agreement or (2) the date that the City has paid directly or the Board has been reimbursed in the full amount of the City Funds under this Agreement, exclude up to 90% of the Increment generated from the construction value of a new assisted development project and pledge that Increment to a developer on a basis superior to that of the Board. For purposes of this subsection, "a new assisted development project" shall not include any development project that is or will be exempt from the payment of ad valorem property taxes. Further, for purposes of this subsection, "Increment generated from the construction value of a new assisted development project" shall be the amount of Increment generated by the equalized assessed value ("EAV") of such affected parcels over and above the EAV of such affected parcels for the year immediately preceding the year in which the new assisted development project commences (the "Base Year"). Except for the foregoing, the Board shall retain its initial lien status relative to Near South Increment.

In the event that the City elects to avail itself of the provisions of this subsection, it shall, at least seven (7) days prior to executing a binding commitment pledging the Increment described above, certify, in a letter to the Board, the affected parcels and the EAV thereof for the Base Year.

(f) [intentionally omitted]

(g) The availability of City Funds is subject to: (i) the City's annual retention of Near South Increment in an amount necessary for the payment of expenses incurred by the City in the administration of the Near South Redevelopment Area; and (ii) the City's compliance with all applicable requirements regarding the use of such funds and the timing of such use.

(h) The Board shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion)

any additional bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements ("Other Bonds"); provided, however, that any such amendments shall not have a material adverse effect on the Board or the Project. The Board shall, at the Board's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Other Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. The City may, in its sole discretion, use all or a portion of the proceeds of such Other Bonds if issued to pay for all or a portion of the TIF-Funded Improvements.

2. The current estimate of the cost of the Project is \$13,900,000. The Board has delivered to the Commissioner, and the Commissioner hereby approves, a detailed project budget for the Project, attached hereto and incorporated herein as Exhibit G. The Board certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to construct the New Facility with the available funds.

3. Attached as Exhibit H and incorporated herein is a preliminary list of capital improvements, land assembly costs, relocation costs and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"); and to the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Board acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Near South Redevelopment Plan. Prior to the expenditure of City Funds on the Project, the Commissioner, based upon the detailed project budget, shall make such modifications to Exhibit H as he or she wishes in his or her discretion to account for all of the City Funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Near South Redevelopment Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of City Funds, subject to the terms of this Agreement.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project.

5. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

6. [intentionally omitted]

7. During the Term hereof the Board shall not sell, transfer, convey or otherwise dispose of all or any portion of the Property or any interest therein to a party other than the City (a "Transfer"), or otherwise effect or consent to a Transfer to a party other than the City, without the prior written consent of the City. The City's consent to any Transfer may, in the City's sole discretion, be conditioned upon (among other things) whether such a Transfer would conflict with the statutory

basis for the grant of the City Funds hereunder pursuant to the Act.

8. If in future (including after the expiration or termination hereof) the Board transfers (or causes to be transferred) the Property (or any portion thereof) to the City (or to a third party approved by the City and the Board) for public use, then the City Funds provided hereunder shall constitute consideration and/or compensation from the City to the Board for such transfer.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence as of the Agreement Date and shall expire on the date on which the 24th/Michigan Redevelopment Area is no longer in effect (through and including July 21, 2022).

ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all agreements directly related to this Agreement, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform

under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
FAX: (773) 553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
FAX: (773) 553-1702

Notice to the City shall be addressed to:

Commissioner
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
FAX: (312) 744-2271

and

Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
FAX: (312) 744-8538

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c)

overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Project.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _____, 2013. Execution of this Agreement by the Board is authorized

by Board Resolution 01-0725-RS2. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Board: Patricia L. Taylor, Chief Operating Officer
Board of Education of the City of Chicago
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Phone: 773-553-2900
Fax: 773-553-2912

For the City: Robert McKenna, Assistant Commissioner
City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Phone: 312-744-9463
Fax: 312-744-5892

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By: _____

Commissioner
Department of Housing
and Economic Development

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: _____

Chief Administrative Officer

Attest: By: _____

Secretary

Board Resolution No.: 01-0725-RS2

Approved as to legal form:

General Counsel

AGREEMENT EXHIBIT A
[intentionally omitted]

AGREEMENT EXHIBIT B
THE PROJECT/FEATURES OF THE EXISTING AND ATHLETIC FACILITIES

Address: Jones Academic High School
606 S. State St.
Chicago, IL 60605

National Teachers Academy Site
W. Cermak and S. Dearborn St.
Chicago, IL 60616

Project Description: This project is to renovate the existing Jones Academic High School building in order to increase the campus capacity to 1,770 students. This project will renovate the existing building built in 1967 and construct a new turf field at the National Teachers Academy for use by Jones Academic High School students. The renovation consists of exterior improvements including a new roof, brick and concrete work, and exterior painting as well as a walkway between the new construction and the existing building. Interior improvements to facilitate the educational programs, to comply with ADA and other safety related compliance, and interior painting are also included in the scope. New lighting, upgraded wireless connectivity, improved security and public address systems, correction of HVAC deficiencies, electrical power improvements, and plumbing improvements are also proposed.

In addition, a new turf field will be constructed adjacent to the National Teachers Academy site to provide exterior athletic facilities for Jones high school students.

Capacity:

Current Enrollment of New Facility: 1,200 students
Proposed Total Campus Enrollment: 1,770 students

Jones Academic serves students in grades 9 through 12.

AGREEMENT EXHIBITS C-D
[intentionally omitted]

AGREEMENT EXHIBIT E
REQUISITION FORM

_____ REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, _____, _____ of the Board of Education of the City of Chicago, a body corporate and politic (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the William Jones College Preparatory High School dated _____, 2013 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Board to date:

TOTAL: \$ _____

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project paid for by the City to date:

 \$ _____

C. The Board requests disbursement for the following cost of TIF-Funded Improvements:

 \$ _____

D. None of the costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Project or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit G to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the Board hereby seeks reimbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO, a body corporate and politic

By: _____
Name: _____
Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

Agreed and accepted:
CITY OF CHICAGO
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Name: _____
Title: _____

AGREEMENT EXHIBIT F
[intentionally omitted]

AGREEMENT EXHIBIT G
PROJECT BUDGET

<u>Task Description</u>	<u>Budget</u>
Site improvements	\$300,000
Exterior improvements including new roof, brick and concrete work, and exterior painting	\$2,200,000
Interior and code related improvements including relocating educational space, painting all classrooms and corridors, ADA accessibility and other safety concerns	\$2,400,000
Mechanical, electrical and plumbing improvements including new lighting, new wireless and security, correcting deficiencies to HVAC, electrical power modifications, and plumbing work	\$3,800,000
Environmental abatement	\$900,000
New turf field construction at National Teachers Academy for use by Jones Academic HS students	\$4,300,000
Total	<u>\$13,900,000</u>

AGREEMENT EXHIBIT H
PROJECT TIF-FUNDED IMPROVEMENTS

<u>Task Description</u>	<u>Budget</u>
Site improvements	\$300,000
Exterior improvements including new roof, brick and concrete work, and exterior painting	\$2,200,000
Interior and code related improvements including relocating educational space, painting all classrooms and corridors, ADA accessibility and other safety concerns	\$2,400,000
Mechanical, electrical and plumbing improvements including new lighting, new wireless and security, correcting deficiencies to HVAC, electrical power modifications, and plumbing work	\$3,800,000
Environmental abatement	\$900,000
New turf field construction at National Teachers Academy for use by Jones Academic HS students	\$4,300,000
Total	<u>\$13,900,000</u>

**AGREEMENT EXHIBIT I
ANTICIPATED REQUISITION AND DISBURSEMENT SCHEDULE**

[not attached for purposes of ordinance]



Office of the City Clerk



O2013-858

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement for Tax Increment Financing Funding for Metra Pedestrian Access Project
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement for TIF Funding for Metra.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority ("Metra") is a division of a municipal corporation of the State of Illinois; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et seq., with authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, 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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on June 10, 1998 and published at pages 70368 through 70499 of the Journal of Proceedings of the City Council (the "Journal") of such date, the City Council of the City ("City Council"): (i) approved a certain redevelopment plan and project (the "Kinzie Plan") for the Kinzie Industrial Corridor Redevelopment Project Area (the "Kinzie Area") within the City; (ii) designated the Kinzie Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "Kinzie TIF Adoption Ordinance") for the Kinzie Area; and

WHEREAS, under the Act and the Kinzie TIF Adoption Ordinance, certain ad valorem taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Kinzie TIF Fund established to pay redevelopment project costs incurred in the Kinzie Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Kinzie Area that are incurred or that are to be incurred in furtherance of the objectives of the Kinzie Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on June 9, 1999 and published at pages 3704 through 3886 of the Journal of such date, the City Council: (i) approved a certain redevelopment plan and project (the "Pulaski Plan") for the Pulaski Corridor Redevelopment Project Area (the "Pulaski Area") within the City; (ii) designated the Pulaski Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "Pulaski TIF Adoption Ordinance") for the Pulaski Area; and

WHEREAS, under the Act and the Pulaski TIF Adoption Ordinance, certain ad valorem taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Pulaski TIF Fund established to pay redevelopment project costs incurred in the Pulaski Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Pulaski Area that are incurred or that are to be incurred in furtherance of the objectives of the Pulaski Plan, to the extent the municipality by written

agreement accepts and approves such costs; and

WHEREAS, the City is in the process of constructing a bicycle/pedestrian trail and park (the "Trail") on a former elevated rail line along Bloomingdale Avenue, approximately 1800 North in the City, extending from Ashland Avenue, 1600 West, to Ridgeway Avenue, 3732 West, and the City desires to create a pedestrian access at the westerlymost end of the planned Trail upon certain railroad right-of-way that is Metra's property ("Metra's Property"); and

WHEREAS, Metra currently uses Metra's Property for two purposes – rail car storage and maintenance, and as a spur for the exchange of rail cars used to supply foodstuffs to a nearby commercial bakery; and

WHEREAS, Metra is willing to grant the City an easement (the "Pedestrian Access Easement") over Metra's Property for the City's use as and construction thereon of a western access point to the Trail (the "Pedestrian Access Project"); and

WHEREAS, the City owns the certain property (the "City's Property") upon which it operates "Chicago Auto Pound #6," one of its vehicle storage areas, which is located south of and adjacent to the Metra Milwaukee District Rail Line between Campbell Avenue and Sacramento Boulevard; and

WHEREAS, the City is willing to grant Metra an easement over part of the City's Property for Metra's use as and construction thereon of a Maintenance of Way and Storage Facility (the "Facility") for rail car storage and maintenance purposes; and

WHEREAS, the City is willing to pay for or reimburse Metra's costs (i) to construct the Facility and (ii) to construct a rail spur on property Metra owns (the "Bakery Spur") that is adjacent to a commercial bakery, and all ancillary costs thereto (the Facility and the Bakery Spur, collectively, the "Project"); and

WHEREAS, the Facility is located within the Kinzie Area, and the Bakery Spur is located within the Pulaski Area; and

WHEREAS, Metra has requested tax increment allocation financing funds assistance (the "City Contribution") from the City's Department of Housing and Economic Development ("HED") to pay the cost of the Project, and the City desires to provide such assistance; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the City Contribution for the Project; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Commuter Rail Board of Metra is deliberating an ordinance that, if enacted, will authorize Metra to enter into the Agreement; and

WHEREAS, upon the completion of the Pedestrian Access Project, the City wishes to assign or otherwise grant an interest in the Pedestrian Access Easement to the Park District, and the Park District wishes to accept such assignment or grant for a period of twenty-five (25) years, all to be memorialized in an intergovernmental agreement ("Park District Agreement") between the City and the Park District as such Park District Agreement is described, and the City's authority to execute and deliver same is granted, in that certain companion ordinance enacted by the City Council this day concerning the Trail; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of HED ("HED Commissioner") or a designee of the HED Commissioner, the Commissioner of the Department of Transportation ("CDOT Commissioner") or a designee of the CDOT Commissioner, and the Commissioner of the Department of Fleet and Facility Management ("2FM Commissioner") or a designee of the 2FM Commissioner are each hereby authorized to execute and deliver the Agreement with Metra in substantially the form attached hereto as Exhibit A, including, without limitation, indemnification by and of the City, with such changes therein as the Commissioners may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioners or their designees constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

Agreement

[see attached]

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

John J. Zimmermann, Esq.

TRESSLER, LLP

22 South Washington Avenue
Park Ridge, Illinois 60068

This space Reserved for Recorder's use only.

**AN INTERGOVERNMENTAL AGREEMENT
and
GRANT OF EASEMENTS
BETWEEN THE CITY OF CHICAGO AND METRA
PERTAINING TO THE BLOOMINGDALE TRAIL PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENTS is made and entered into as of the _____ day of _____, 2013, by and between the CITY OF CHICAGO (herein also "**the City**" or "**Chicago**"), acting by and through its Department of Housing and Economic Development, its Department of Fleet and Facility Management and its Department of Transportation; and the COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (herein "**Metra**"); and, in consideration of their mutual promises and covenants herein contained, it is agreed as follows:

I. RECITALS.

A. As a home rule unit the City may exercise any power and perform any function pertaining to its government and affairs.

B. Under the provisions of the Act, the City is authorized to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

C. On June 10, 1998, as published at pages 70368 through 70499 of the Journal of such date and in accordance with the provisions of the Act, the City Council adopted: (i) an ordinance initially approving a certain redevelopment plan and project, which plan was amended and is herein the "Kinzie Plan" for the Kinzie Area; (ii) an ordinance designating the Kinzie Area as a redevelopment project area; and (iii) the Kinzie TIF Adoption Ordinance.

D. Under the Act and the Kinzie TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the

Kinzie TIF Fund established to pay redevelopment project costs incurred in the Kinzie Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Kinzie Area that are incurred or that are to be incurred in furtherance of the objectives of the Kinzie Plan, to the extent the City by written agreement accepts and approves such costs.

E. On June 9, 1999, as published at pages 3704 through 3886 of the Journal of such date and in accordance with the provisions of the Act, the City Council adopted: (i) an ordinance approving the Pulaski Plan for the Pulaski Area; (ii) an ordinance designating the Pulaski Area as a redevelopment project area; and (iii) the Pulaski TIF Adoption Ordinance.

F. Under the Act and the Pulaski TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Pulaski TIF Fund established to pay redevelopment project costs incurred in the Pulaski Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Pulaski Area that are incurred or that are to be incurred in furtherance of the objectives of the Pulaski Plan, to the extent the City by written agreement accepts and approves such costs.

G. Pursuant to the Kinzie Plan and the Pulaski Plan, certain TIF-funded City programs and redevelopment agreements and certain TIF-backed bonds have been established by the City Council as of the closing date on the sale of the bonds, which programs and agreements pledge portions of the respective TIF Funds.

H. The City is in the process of constructing a bicycle/pedestrian trail and park (herein "Trail") on a former elevated rail line along Bloomingdale Avenue, approximately 1800 North in the City; extending from Ashland Avenue, 1600 West, to Ridgeway Avenue, 3732 West.

I. The City desires to create a Pedestrian Access at the westerlymost end of the planned Trail upon certain railroad right-of-way which is Metra's Property.

J. In accordance with the statute establishing the Regional Transportation Authority, comprehensive and coordinated regional public transportation is essential to the public health, safety and welfare, and is essential to economic well-being, maintenance of full employment, conservation of sources of energy and land for open space and reduction of traffic congestion and for providing and maintaining a healthful environment for the benefit of the present and future generations in the metropolitan region.

K. Metra desires to cooperate with the City in making Metra's Property available for use as a western access point to the Trail and thereby aid the City in providing an additional source of conservation of energy and land for open space and reduction of traffic congestion, and for providing and maintaining a healthful environment for the benefit of the present and future generations in the metropolitan region.

L. City acknowledges that Metra is currently using Metra's Property for storage of materials, such as railroad ties and ballast, and for railroad operations, whether for Metra or its tenant; and from time to time permits its use for the exchange of hopper cars in connection with deliveries to and from a nearby business known as Newly Weds commercial bakery.

M. The City owns the City's Property upon which it operates "Chicago Auto Pound #6," one of its vehicle storage areas, which is located south of and adjacent to the Metra Milwaukee District Rail Line between Campbell Avenue and Sacramento Boulevard.

N. Metra is willing to allow the City to use Metra's Property for use as a western access point to the Trail in exchange for the City allowing Metra to use part of the City's Property as a Maintenance of Way Storage Facility (as that term is hereinafter defined) for storage and maintenance purposes — all in accordance with the terms of this Agreement.

O. As an inducement to Metra to grant its easement as set forth in this Agreement, the City will reimburse Metra for Metra's Expenses from the following sources:

1. Available taxes in the fund established pursuant to the Kinzie TIF Adoption Ordinance or from any other funds selected by the City in order to reimburse Metra for Metra's Expenses in connection with construction of Metra's Maintenance of Way Storage Facility, including but not limited to the preparation of a new railbed and installation of spur track and signal equipment on the Maintenance of Way Storage Facility Parcel (as that term is hereinafter defined); and

2. Available taxes in the fund established pursuant to the Pulaski TIF Adoption Ordinance or from any other funds selected by the City in order to reimburse Metra for Metra's Expenses in connection with construction of the Newly Weds Spur (as that term is hereinafter defined), including but not limited to the preparation of a new railbed and installation of spur track and signal equipment.

P. The construction of the Maintenance of Way Storage Facility and the Newly Weds Spur projects are types of public improvements that are contemplated by the Kinzie Plan and the Pulaski Plan, and therefore Metra's Costs qualify as "Redevelopment Project Costs" under the Plans, as defined in Section 5/11-74.4-3(q) of the Act.

Q. Metra's Property and the City's Property are real properties that have been developed for considerable periods of time, uses of which may have created, caused or contributed to the risk of environmental contamination. It is the intent of the Parties that, as of the date of the establishment of the Easements created in this Agreement, the City is to be responsible for any such pre-existing environmental contamination at the City's Property and Metra is to be responsible for any such pre-existing environmental contamination at Metra's Property.

R. But for this Agreement, the City could not construct and/or operate and maintain the Pedestrian Access Project (as that term is hereinafter defined) in its proposed location.

S. Intergovernmental cooperation between and among Illinois units of local government is authorized and encouraged, including but not limited to entering into intergovernmental agreements such as this Agreement, which are specifically provided for and authorized by Section 10 of Article VII of the *Illinois Constitution*, Section 3 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), Section 6 of the *Local Land Resources Management Planning Act* (50 ILCS 805/1 *et seq.*), and Sections 8-1-7 (e) and 11-12-13 of the *Illinois Municipal Code* (65 ILCS 5/1-1-1 *et seq.*).

T. The City Council adopted an ordinance authorizing the execution of this Agreement

on _____, 2013.

U. The Commuter Rail Board adopted an ordinance authorizing the execution of this Agreement on _____, 2013.

II. RULES OF CONSTRUCTION AND DEFINITIONS.

A. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.

B. When the first letter or letters of the following words in bold font are used in this Agreement in the upper case, such words shall have the following meanings:

1. **Act.** The Tax Increment Allocation Redevelopment Act, as found in the Illinois Compiled Statutes at 65 ILCS 5/11-74.4-1 *et seq.*, as amended.

2. **Agreement or Intergovernmental Agreement or IGA.** This intergovernmental contract.

3. **Appraisal.** A report written by an Illinois certified real estate appraiser concluding that the value of the land that will be servient to the Easement upon the Maintenance of Way Facility Parcel is equal to or greater than the value of the land that will be servient to the Easement upon Metra's Property.

4. **Approval or Approve.** The formal, official written acceptance as satisfactory executed by the accepting Party's representative having the power and authority to sign a document evidencing such acceptance.

5. **Authority or Regional Transportation Authority or RTA.** An Illinois unit of local government, body politic, political subdivision and municipal corporation; the financial and oversight body of Metra, including its officers and employees.

6. **Baseline.** Assembled by the City's environmental consultant approved by Metra, the data regarding the environmental condition and history of the Maintenance of Way Storage Facility Parcel, the Driveway and Metra's Property sites as of the date of the creation of the Easements, including but not limited to a current Phase 1 Environmental Site Assessment as well as data resulting from soil and groundwater sampling and hydro-geological characterization of the sites as well as information showing the nature and extent of any existing contamination at each respective site and information regarding the uses and materials used or that have been at each such site.

7. **Bloomingtondale Rail Line.** Located approximately 1800 North and along Bloomingtondale Avenue in the corporate limits of the City, an abandoned elevated railroad right-of-way upon an approximately three mile length of which the City will construct the Trail.

8. **Chicago or the City or City of Chicago.** An Illinois municipal corporation and home rule unit as described in the *Constitution of the State of Illinois*, including its several departments and including its officers and employees.

9. **Chicago Auto Pound #6 or City's Property.** Located on land owned by the City and lying immediately south of and adjacent to the Metra Milwaukee District Rail Line between Campbell Avenue and Sacramento Boulevard, a facility currently operated by the City as a location for the storage of motor vehicles.

10. **City Council.** The City Council of the City of Chicago.

11. **City Plans.** The plans and specifications for the Pedestrian Access Project, including but not limited to the wrought iron fence separating the Pedestrian Access Project from Metra's vehicular roadway adjacent to Metra's Property and the Decorative Fence to be constructed on Metra's Property, including but not limited to engineering and design plans and a site plan delineating the locations and identifying dimensions of each.

12. **Commuter Rail Board.** A service board of the RTA, the governing body of Metra.

13. **Damages.** As used in this Agreement, any and all loss, liability, expenses, actions, causes of action, lawsuits, claims, demands, costs and/or expenses of whatever nature, and other deficiencies, including but not limited to injury to persons (including death) or property, interest, penalties, and Legal Fees.

14. **Decorative Fence.** The minimum six foot (6') high fence to be erected by the City at the westerlymost end of Metra's Property as part of the Pedestrian Access Project, the plans for which are attached hereto as an Exhibit.

15. **Default.** Any breach by a Party of the covenants contained in this Agreement, including the failure of any Party to perform any obligation required of it to be performed by any provision of this Agreement and the performance by any Party of an act or acts prohibited or not explicitly permitted by any provision of this Agreement.

16. **Driveway.** Owned by the City, that part of the Chicago Auto Pound #6 which is the servient real estate described legally and in detail on the Plat of Easement therefor attached as an Exhibit hereto upon which is imposed the Easement granted in this Agreement by the City to Metra as and for a vehicular right-of-way, which traverses a portion of the Chicago Auto Pound #6, affording access to and egress from the Maintenance of Way Storage Facility and the Maintenance of Way Storage Facility Parcel.

17. **Easements.** The self-perpetuating continuing perpetual privileges, rights and authorizations, severally conveyed and granted by this Agreement in, upon, across and over and running with the lands described on the Plats of Easement attached as Exhibits hereto, each conditioned upon the terms of this Agreement.

18. **Effective Date.** The date of Metra's Notice of Approval set forth in Subsection C of Section III of this Agreement, given after this Agreement has been signed by the Parties following authorization and Approval hereof by ordinances adopted by their respective City Council and Commuter Rail Board.

19. **Emergency.** In the sole judgment of the Party affected thereby, an event requiring immediate action to be taken.

20. **Engineering Fees.** All costs and fees associated with: Planning, designing, construction and construction management; engineering consultants and review of other engineers' services, including but not limited to designing, surveying, structural and

geotechnical services, and/or incorporation of those services into the Work; meeting attendance; preparation of costs estimates; drafting and preparation of drawings and exhibits, large photocopying projects and/or those which require the use of a copying service; large or unusual deliveries/shipments and messenger/overnight couriers; and/or any other labor of engineers incurred by Metra in connection with the Work.

21. **Exhibits.** The several attachments to this Agreement, each identified by a different letter of the alphabet in the upper case preceded by the word "Exhibit," all of which by specific reference thereto in the text hereof are made a part of this Agreement.

22. **Force Majeure.** Labor strikes and/or disputes, lockouts or other industrial disturbances, unavailability of materials, unavailability of permits issued by governmental entities other than either or both of the Parties, fire, casualties, acts of God, acts of public enemy, orders of any agency or agencies of the Government of the United States or of the State of Illinois, insurrections, riots, terrorism, acts of terror, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, pipelines, railroad track or tunnels, partial or entire failure of water supply, and/or other events not within the reasonable control of either of the Parties.

23. **Hazardous Materials.** Materials perilous to or that could adversely affect the life and/or health of persons, including but not limited to hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*, and petroleum and petroleum products.

24. **Insufficiency.** To be paid by the City into the Escrow from time to time from any City revenue source in connection with reimbursement of Metra, the dollar amount difference between the estimate of Metra's Expenses set forth herein and the actual amount necessary to reimburse Metra the full amount of Metra's Expenses at any given time during the term hereof.

25. **Joint Order Escrow or Escrow.** With the Title Company as escrowee, the escrow trust established jointly by the Parties to guarantee the payment of Metra's Expenses and the filing of the several Easements with the Cook County, Illinois, Recorder of Deeds for recordation, the form of which is attached hereto as an Exhibit.

26. **Journal.** The Journal of Proceedings of the City Council.

27. **Kinzie Area.** The Kinzie Industrial Corridor Redevelopment Project Area within the corporate limits of the City as described in the Kinzie Plan.

28. **Kinzie Plan.** That certain redevelopment plan and project approved by ordinance adopted by the City Council on June 10, 1998, as amended by an ordinance adopted on May 12, 2010, and published at pages 89655 through 89664 of the Journal of such date for the Kinzie Area.

29. **Kinzie TIF Adoption Ordinance.** The ordinance establishing tax increment allocation financing for the Kinzie Area in accordance with the Act.

30. **Legal Fees.** Attorneys fees, legal assistant and paralegal costs and fees, court costs, filing fees, expert witness fees, costs of large photocopying projects or those which require the use of an outside copying service, costs of large or an unusual

delivery/shipment, service charges for electronic research and messenger/overnight courier charges; and any and all of the foregoing incurred by Metra in connection with the preparation, negotiation or interpretation of this Agreement and/or to enforce the provisions of this Agreement or as a cost of Metra's defense.

31. **Maintenance of Way Storage Facility.** Located upon the Maintenance of Way Storage Facility Parcel, the improvement to be constructed by Metra in accordance with this Agreement for use by Metra for storage of maintenance of way equipment and material and for other Metra purposes as Metra deems necessary to replace the loss of certain track and storage area on Metra's Property currently used for this purpose.

32. **Maintenance of Way Storage Facility Parcel.** Owned by the City, the approximately 53,276 square feet of the Chicago Auto Pound #6 which is the servient real estate described legally and in detail on the Plat of Easement therefor attached as an Exhibit hereto upon which land is imposed the Easement granted in this Agreement by the City to Metra as and for the Maintenance of Way Storage Facility.

33. **Metra or Commuter Rail Division of the Regional Transportation Authority.** The operating division of the Authority responsible for providing public transportation by railroad, including its several departments and including its officers and employees.

34. **Metra's Expenses.** Any and all costs for labor and materials incurred by Metra, whether arising out preparation and negotiation of this Agreement or arising as a result of having entered into this Agreement, including but not limited to additives, overhead and all other costs and expenses incurred by Metra to perform or in the performance of the Work, Metra's Engineering Fees and Legal Fees, whether incurred "in house" or with independent contractors, as well as the bills of all individuals or firms performing Work at the request of Metra; and also including but not limited to costs associated with assembling the Baseline of the environmental condition of the land servient to the easements granted herein, including any and all evaluation, sampling and analysis, excavation, health and safety planning and execution, transportation and reporting, and disposition of materials including disposal and remediation, if any.

35. **Metra's Property.** Owned by Metra, the approximate length of a city block commencing at the west right-of-way line of Lawndale Avenue and continuing west to the west right-of-way line of Ridgeway Avenue, currently used by Metra for storage of materials and as a repair center for its rolling stock, the servient real estate described legally and in detail on the Plat of Easement therefor attached as an Exhibit hereto upon which land is imposed the public Easement granted in this Agreement by Metra to the City, being ; which land is to be the site of the Pedestrian Access Project to be undertaken by the City as part of the Trail subject to the terms of this Agreement.

36. **Newly Weds Spur.** The track being constructed in accordance with this Agreement by Metra on and within the confines of approximately 750 linear feet of Metra-owned land adjacent to the Milwaukee District Rail Line from approximately West Wrightwood Avenue to West Fullerton Avenue in the corporate limits of the City, approximately 650 linear feet of new rails to create a new spur track for the use of the Canadian Pacific Railroad in providing freight service to the factory known as "Newly Weds Bakery" and to replace the loss of certain track on the Bloomingdale Rail Line currently used for this purpose.

37. **Notice.** A written notification from one Party to the other Party, given in the manner set forth in Section X of this Agreement.

38. **Parties.** The City and Metra who have entered into and made this Agreement as of the Effective Date.

39. **Pedestrian Access Project.** Including the portion of the trail on Metra's Property, the Work the City will undertake on Metra's Property that will provide public access to the Trail.

40. **Plat of Easement.** Attached as an Exhibit hereto and referencing this Agreement on the face thereof, the survey (containing the legal description and PIN) of a given Easement conveyed by this Agreement, duly Approved and executed by the respective Party conveying such Easement.

41. **Preconstruction Activities.** Overseen by Metra's engineers, the make-ready labor undertaken by the City at its sole cost and expense on the Maintenance of Way Storage Facility Parcel following the execution of this Agreement and prior to the creation of the Baseline thereon and prior to Metra's performing any Work on the City's Property and/or the Maintenance of Way Storage Facility Parcel in connection with the Driveway and the construction of the Maintenance of Way Storage Facility; which make-ready labor shall include but not be limited to: (i) clearing and grubbing of existing trees along the fence line; (ii) removal of light poles or certain containers (used as bollards); (iii) fence relocation; (iv) grading and excavation to a grade approximately thirteen inches (13") below top of tie of Metra's main line track No. 3, as necessary; (v) elevation survey for final subgrade, which survey shall include and identify both the City-granted easement on the Maintenance of Way Storage Facility Parcel for the location of the Maintenance of Way Storage Facility and the Driveway and its appurtenant cyclone-type chain link six foot (6') high fence and gate on the City's Property.

42. **Public Utility Third Party Right.** Granted by a Party to any third party not a Party to this Agreement, any lease, license, easement or other right through, under, over or across all or any portion of any land servient to any of the Easements granted or conveyed pursuant to the terms of this Agreement.

43. **Pulaski Area.** The Pulaski Corridor Redevelopment Project Area within the corporate limits of the City as described in the Pulaski Plan.

44. **Pulaski Plan.** The certain redevelopment plan and project approved by ordinance adopted on June 9, 1999.

45. **Pulaski TIF Adoption Ordinance.** The ordinance establishing tax increment allocation financing for the Pulaski Area in accordance with the Act.

46. **Right of Entry Agreement.** In those instances required in this Agreement, the form of contract attached and incorporated in this Agreement as an Exhibit which shall be entered into between a Party and any third party not a Party to this Agreement (including but not limited to public utilities that have been granted a Public Utility Third Party Right, contractors and subcontractors) prior to such third party entering upon any land that is subject to an Easement granted and/or conveyed in this Agreement.

47. **Title Company.** Jointly, Chicago Title Insurance Company and Chicago Title and Trust Company, the escrowee of the Joint Order Escrow.

48. **Title Insurance Policies.** Following the filing of a fully executed original hereof and each of the Plats of Easement with the Cook County Recorder of Deeds for recordation, the several policies issued by the Title Company insuring fee title in the owners of the land which is servient to the several Easements granted herein and reflecting the existence of those easements.

49. **Track Materials.** Currently existing on the Effective Date, the rail tracks, installed ballast and ties on Metra's Property.

50. **Trail.** The approximately three mile long bicycle/pedestrian path and park to be constructed by the City on the former Bloomingdale Rail Line from Ashland Avenue, 1600 West, extending westward to Ridgeway Avenue, 3732 West.

51. **Work.** Other than Preconstruction Activities, any and all construction and construction-related effort contemplated in this Agreement, whether to be undertaken or actually undertaken by Metra or the City, including but not limited to the engineering, design and construction of any and all of the following: The Maintenance of Way Storage Facility, the Driveway, the Pedestrian Access Project (including removing the track from Metra's Property), the Newly Weds Spur and/or the erection of fencing.

III. GRANTS OF EASEMENT; PERMITS FOR CONSTRUCTION.

A. Conditioned upon the terms of this Agreement and effective as of the City's completion of its Preconstruction Activities, the City hereby grants and conveys the following to Metra: An exclusive easement to construct and thereafter operate, maintain and repair, as Metra deems necessary in its sole discretion, the Maintenance of Way Storage Facility in, over, upon, across and through the Maintenance of Way Parcel legally described and reflected on **Exhibit A [Plat of Easement upon the Maintenance of Way Storage Facility Parcel]** and constructed and laid out as shown on **Exhibit B [Site Plan for the Maintenance of Way Storage Facility]**; as well as an exclusive easement for the Driveway in, over, upon, across and through a portion of the City's Property legally described and reflected on **Exhibit C [Plat of Easement for the Driveway]** and improved with fencing and a gate as shown on **Exhibit D [Site Plan for the Driveway]**.

1. Prior to its signing this Agreement, the City has reviewed and Metra has submitted as the City deems necessary engineering or other plans not made a part of this Agreement. If the City has determined that zoning or other ordinances are affected by Metra's plans, at the City's sole cost and expense Metra will apply for any and all permits in order that the City will issue to Metra all such building permits and zoning classifications, if any, necessary for Metra to construct and thereafter operate and maintain the Maintenance of Way Storage Facility on the Maintenance of Way Storage Facility Parcel as shown on Exhibit B as well as the improvement of the Driveway and the construction and location of its appurtenant cyclone-type chain link six foot (6') high fence and gate on the City's Property as shown on Exhibit D.

2. Notwithstanding anything to the contrary contained in this Agreement, it is understood that the City will give Metra Notice of its commencement of the Preconstruction Activities in order to allow Metra's engineers to oversee the Preconstruction Activities and to assure that a sufficient and proper surface area will be created for the laying of new track and to otherwise make ready the Maintenance of Way

Storage Facility Parcel for Metra's construction of the Maintenance of Way Storage Facility on the Maintenance of Way Storage Facility Parcel.

3. During the term of this Agreement, the City shall not grant any Public Utility Third Party Right to the Maintenance of Way Storage Facility Parcel and/or the Driveway except Public Utility Third Party Rights granted in connection with the provision of public utilities that do not interrupt, diminish, interfere with or otherwise affect Metra's rights in and use of the Maintenance of Way Storage Facility Parcel and/or the Driveway pursuant to the terms of this Agreement and provided such public utility provider shall be required by the City to enter a Right of Entry Agreement with Metra as a condition precedent to the Public Utility Third Party Right becoming effective.

B. Conditioned upon the terms of this Agreement and effective as of (i) Metra's completion of its Work of constructing the Newly Weds Spur and the Maintenance of Way Storage Facility, (ii) Metra's removing its equipment and supplies (other than its railroad tracks and ties) from Metra's Property, and (iii) Metra's Expenses having been reimburse in full: Metra hereby grants and conveys to the City an exclusive easement to construct and operate the Pedestrian Access Project for the use of the City and the general public over, upon, across and through Metra's Property legally described and reflected on **Exhibit E [Plat of Easement upon Metra's Property]**.

1. As shown on **Exhibit F [Plan of the Pedestrian Access Project]** and as part of its construction of the Trail, the City shall construct and erect at the westerlymost end and southerly line of Metra's Property, a Decorative Fence and also construct the Pedestrian Access, both meeting the Approval of Metra. As part of the Pedestrian Access Project, in order to separate the pedestrian access from Metra's vehicular roadway adjacent to and south of Metra's Property, it is understood that the City will erect a wrought iron fence aligned east to west to the west right-of-way line of Lawndale Avenue, which fence shall continue along the said west line of Lawndale for a distance as shown on Exhibit F. The City shall also erect a stop sign for bicyclists exiting the Trail at Lawndale.

2. It is understood that, except for its use of Metra's Property and construction of the Pedestrian Access Project and Decorative Fence thereon, the City shall not undertake any activity that in any manner moves or disturbs any of the adjacent properties of Metra or appurtenances thereto whether or not such movement or disturbance is accomplished in connection with the City's prosecution of the Work.

3. During the term of this Agreement, Metra shall not grant any Public Utility Third Party Right to Metra's Property except Public Utility Third Party Rights granted in connection with the provision of public utilities that do not interrupt, diminish, interfere with or otherwise affect the City's rights in and use of Metra's Property pursuant to the terms of this Agreement and provided such public utility provider shall be required by Metra to enter a Right of Entry Agreement with the City as a condition precedent to the Public Utility Third Party Right becoming effective.

C. It is understood that, while the Parties' respective enabling ordinances authorizing the execution of this Agreement may be adopted and the Agreement may be signed by the respective Parties without all of the Exhibits attached hereto, this Agreement is subject to the following conditions subsequent and will not be deposited in the Escrow until: (i) all of the

Exhibits shall be attached hereto; and (ii) Metra gives Notice of Approval to the City that it is in receipt of: (a) title insurance commitments issued by the Title Company for the Title Insurance Policies revealing that the City is the owner and titleholder of record of the City's Property and the Maintenance of Way Storage Facility Parcel, and that Metra is the owner and titleholder of record of Metra's Property; and (b) the Appraisals.

1. If within sixty (60) days of the date of the Metra enabling ordinance the aforesaid Exhibits are not attached to this Agreement and Metra has not given the above Notice of Approval to the City that the title insurance commitments and Appraisals have been received and Approved by Metra, Metra's enabling ordinance and this Agreement will become void and be of no further force or effect.

2. Following the execution of this Agreement by the Parties and Metra's giving the above Notice of Approval to the City, the City and Metra will cause fully executed originals of the following documents to be deposited into the Escrow with the Title Company for filing with the Cook County, Illinois, Recorder of Deeds for recordation at the sole cost and expense of the City in the following order: The text of this Agreement (without its Exhibits attached), the Plat of Easement upon the Maintenance of Way Storage Facility Parcel (See Exhibit A hereto), the Plat of Easement for the Driveway (See Exhibit C hereto), and the Plat of Easement upon Metra's Property (See Exhibit E hereto).

IV. CONSTRUCTION.

A. Construction to be Undertaken by Metra.

Prior to the City's commencing Work on Metra's Property and following the City's completion of its Preconstruction Activities and creation of the Baseline as well as the City's initial \$2,908,886.00 deposit into the Escrow with the Title Company, Metra will construct at the sole cost and expense of the City:

1. The Maintenance of Way Storage Facility and Driveway. The grant of Easements set forth in Section III includes giving Metra the right to enter the City's Property and the Maintenance of Way Storage Facility Parcel as necessary to perform this Work. Accordingly:

a. The Maintenance of Way Storage Facility will be constructed for Metra's sole use and for the storage of maintenance of way equipment and for storage of materials in order to provide for the continued operation and maintenance of Metra's existing facilities. The Maintenance of Way Storage Facility will be located on the Maintenance of Way Storage Facility Parcel and the Driveway will be improved along with the construction and location of its appurtenant cyclone-type chain link six foot (6') high fence and gate on the City's Property as shown on Exhibit D. As part of this Work on the Maintenance of Way Storage Facility Parcel, Metra will construct a six foot (6') high cyclone-type chain link fence as well as a berm (if such fence and berm are not theretofore constructed by the City as part of its Preconstruction Activities), using soil it must move in order to locate and build its new rail spur, which is an integral part of the Maintenance of Way Storage Facility – all as shown on Exhibit A, Exhibit B, Exhibit C and Exhibit D. At all times while Metra is undertaking its Work (i) erecting the six foot (6') high

cyclone-type chain link fence and gate on and around and otherwise improving the Driveway and (ii) constructing the Maintenance of Way Storage Facility on the Maintenance of Way Storage Facility Parcel, Metra will secure the Driveway area and the Maintenance of Way Storage Facility Parcel to the same extent the City secures Chicago Auto pound # 6.

b. Such Work may involve the excavation and disposition of soil. It is understood that this relocation of soil may: (i) Require Metra to utilize additional land currently comprising certain portions of the City's Property, which relocated soil the City will accept; and (ii) expose environmentally contaminated soil, for which the City will bear responsibility as set forth in Section IX hereof, which includes a health and safety plan for persons constructing the Work. In addition and as set forth above, if hazardous conditions are encountered by Metra while prosecuting the Work on the City's Property and/or on the Maintenance of Way Storage Facility Parcel, Metra will have the right to stop its Work and obtain all additional funds that may be necessary from the City to allow Metra to continue the Work, the amount of which funds shall include the cost of the removal of any contaminated soil to a suitable off-site location, if required by law.

c. Metra shall complete the Work on the Driveway and the Maintenance of Way Storage Facility Parcel in a good and workmanlike manner, in accordance with all applicable federal, state and local laws, rules, regulations, orders, ordinances and code provisions.

2. The Newly Weds Spur. Metra will construct the Newly Weds Spur in accordance with the plans therefor contained on **Exhibit G [Plans for the Newly Weds Spur]**.

B. Construction to be Undertaken by Chicago.

1. For a period not to extend past July 30, 2014, Metra shall leave the Track Materials in place on Metra's Property, which Track Materials may be used by the City and its contractors and subcontractors to transport construction materials and debris along the line during the construction of the Trail and the Pedestrian Access Project. The City will use its own or its contractors' and subcontractors' vehicles, flatbed carts, gondolas, rail cars and other equipment.

a. When such Track Materials are no longer needed by the City, the City shall remove such Track Materials and transport them to the west end of Metra's Property for pick-up by Metra.

b. The City shall give Notice to Metra when such Track Materials are available for Metra's pick-up and removal from Metra's Property, and Metra shall use commercially reasonable efforts to pick-up and remove such Track Materials within 90 days after the date of the Notice.

c. It is understood that Metra is interested in ties that are in good condition and the rails; so, if such pick-up and removal does not occur within 90 days after the date of the Notice, then the City may deem those Track Materials that remain on Metra's Property to be abandoned by Metra and after such 90 day period, the City may thereafter dispose of the Track Materials at the City's expense, and retain any salvage proceeds. Metra may elect to abandon or donate any or all of the Track

Materials by Notice to the City, in which case the City shall retain any salvage proceeds.

2. Provided Metra's Expenses have been paid in full for its Work performed, as soon as Metra has completed construction of the Maintenance of Way Storage Facility and Driveway as well as the Newly Weds Spur, Metra will give Notice of such completion to the City. The City will then undertake construction of the Pedestrian Access Project, provided the City is in receipt of Metra's Notice giving written consent to the plans and specifications therefor.

a. The City shall submit the City Plans to Metra for Metra's review and comments.

b. Upon receipt of the proposed City Plans, Metra shall provide detailed comments and will act reasonably in any determination it makes to deny or withhold its consent to the City Plans and will not deny or withhold its consent for reasons that are contrary to the purposes for which this Agreement is entered into.

c. Upon Metra's Approval of the City Plans, the City Plans shall be deemed to be incorporated into this Agreement. The City shall be solely responsible for obtaining all permits and Approvals legally required for the City Work. The City shall complete the City Work in a good and workmanlike manner, in accordance with all applicable federal, state, and local law, rules, regulations, orders, ordinances, code provisions, and the Metra-Approved City Plans.

C. Coordination of Activities.

1. The Parties will act reasonably to coordinate their respective Work as set forth herein in order to provide for the continued uninterrupted operation and maintenance of Metra's existing facilities.

2. The City understands and covenants that if additional area of the City's Property will be required by Metra in the relocation of soil from the Maintenance of Way Storage Facility Parcel onto Chicago Auto Pound #6, the City will make such land (part of the City's Property) available for such Work and that, when such soil is relocated onto the City's Property, such soil shall remain as a berm in such location for the duration of the Easement for the Maintenance of Way Storage Facility on the Maintenance of Way Storage Facility Parcel. At all times the City shall allow such of the City's Property to be used as is necessary for the performance of Metra's Work and for the maintenance of minimum clearances not less than the existing vertical and lateral clearances, with reference to Metra's existing and proposed railroad tracks and as required for Metra's Work.

3. Except in an Emergency, not less than seven (7) days prior to entering upon Metra's Property or any other Metra property for the purposes set forth in this Agreement, City contractors and subcontractors performing Work thereon will execute and deliver to Metra's Real Estate and Contract Management Department, or successor thereof, a Right of Entry Agreement in the form attached and incorporated in this Agreement as **Exhibit H [Form of Right of Entry Agreement]** along with evidence of insurance required by such form.

4. Within six (6) months of the final completion of the Work and at the City's

sole cost and expense, the City shall provide Metra a set of "as-built" drawings of the City's Work upon Metra's Property and Metra shall provide the City a set of "as-built" drawings of Metra's Work upon the City's Property as well as the Maintenance of Way Storage Facility Parcel.

V. REIMBURSEMENT OF METRA'S EXPENSES.

A. No Cost to Metra. Notwithstanding anything to the contrary contained in or implied from any provision of this Agreement, it is understood that the City will reimburse Metra for all of Metra's Expenses, as well as costs incurred by Metra following prosecution of the Work associated with the environmental condition of the soil of Metra's Property servient to the Easement granted the City herein, including evaluation, sampling and analysis, excavation, health and safety planning and execution, transportation and reporting, and disposition of materials including disposal and remediation, if any, unless such has been paid by the City directly to Metra's independent contractors at Metra's request.

1. Within the first thirty (30) days after the Effective Date of this Agreement and utilizing \$1,792,234.00 of funds produced as a result of the Pulaski TIF Adoption Ordinance as well as \$1,116,652.00 of funds produced as a result of the Kinzie TIF Adoption Ordinance, the City shall deposit the estimate of Metra's Expenses in the amount of \$2,908,886.00 into the Joint Order Escrow, under an escrow agreement in form substantially the same as that set forth in the attached **Exhibit I [Form of Joint Order Escrow]**.

a. Such amount shall be used to reimburse Metra for Metra's Expenses, which shall be paid to Metra in accordance with the terms of the Joint Order Escrow. In addition, a portion of such funds shall be utilized by the Title Company to cover the cost of the Joint Order Escrow and the Title Insurance Policies. In the event the Joint Order Escrow is placed into an interest-bearing account, all interest shall accrue in favor of and be paid to the City at the termination of the Joint Order Escrow.

b. In addition, wherever in this Agreement the phrase "sole cost and expense" is used, it is understood that such cost and expense has not been included by Metra in Metra's \$2,908,886.00 estimate of Metra's Expenses nor has the cost of Metra's review of Right of Entry Agreements entered into with City contractors and subcontractors performing Work on Metra's Property.

2. Whenever during the term of this Agreement there exists an Insufficiency in the funds in the Escrow to reimburse Metra the full amount of Metra's Expenses and pay the Title Company its charges, Metra will send the City a Notice containing the amount of such Insufficiency. Within 90 days after such Notice of insufficiency, the City shall deposit the amount of such Insufficiency into the Joint Order Escrow. Thereafter, whenever an Insufficiency of funds on deposit in the Joint Order Escrow exists, this procedure shall be repeated as often as necessary during the term of this Agreement until Metra's Expenses have been reimbursed in full. During the period of any such Insufficiency, all Work being undertaken by Metra shall cease. When the Work has been completed and all of Metra's Expenses have been paid in full, the Parties' attorneys shall direct the Title Company to disperse the remaining funds and terminate the Escrow.

B. Interest incurred by late payment. Any payment due and unpaid after ninety (90) days shall bear interest in accordance with the Illinois Prompt Payment Act in effect as of the Effective Date, whether or not the Illinois Prompt Payment Act has heretofore or will be hereafter abrogated by the City through the exercise of its home rule power.

C. No Recapture and No Contribution. In addition to the foregoing, whether through any Illinois statute or amendment thereof or use of its home rule authority (whether by tax increment or other scheme of taxation or fees), the City will not seek to recapture from or to force any contribution from Metra any of the costs of the Work or to include Metra or any land owned, used and/or controlled by Metra for financing the Pedestrian Access Project or any other improvement or Work called for in this Agreement to be made.

D. Audit. At any time upon reasonable Notice the City may audit, in accordance with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis, Metra's expenses for which Metra has been reimbursed by or for which Metra seeks reimbursement from the City. Upon such Notice, Metra must provide all documentation, which is necessary or appropriate to complete such audit. Within thirty (30) days after the completion of the audit, the City will provide Metra with a copy of the audit report. In the event of an underpayment, the City will make full payment of any additional amounts that should have been reimbursed to Metra within thirty (30) days after the date of the audit report. In the event of an overpayment by the City, Metra must re-pay any amounts that should not have been paid to it promptly upon receipt of a copy of the audit report and a written Notice from the City requesting repayment by Metra to the City. Metra shall not be bound by the result of the audit, and Metra reserves its right to contest the results of any audit. Metra agrees to maintain copies of all required documentation concerning Metra's Expenses for a period of three (3) years following the date of the Notice of completion of Metra's Work or the date of Notice termination of this Agreement, whichever date first occurs. Metra's covenant in the preceding sentence shall survive the expiration or termination of this Agreement.

VI. CLAIMS FOR LABOR AND MATERIAL.

Notwithstanding provisions of the law forbidding the lien of government land, the City shall fully pay for all materials joined or affixed to and labor performed upon Metra's Property in connection with the Work, and shall not permit or suffer any costs that would otherwise be in the nature of mechanic's or materialman's liens of any kind or nature to be enforced against Metra and/or the Escrow during the term of this Agreement.

VII. INDEMNITY; INSURANCE.

A. Except to the extent set forth in Section IX concerning environmental liabilities and except for the negligent acts or omissions or the willful or malicious misconduct of Metra, the City hereby undertakes to indemnify and save harmless Metra from Damages that:

1. Arise from: (a) injury to or death of persons whomsoever and property damage; and/or (b) injury to or loss or destruction of any and all components of or disruption of Metra's operations and facilities, and appurtenances thereto of any nature whatsoever; and/or (c) loss of revenue; and

2. Are due to or arise from the prosecution of any Preconstruction Activities undertaken by the City on the City's Property as well as the Maintenance of Way Storage Facility Parcel; or

3. Are due to or arise from the prosecution of the Work undertaken by the City and/or, the existence, operation, repair and/or maintenance of the Pedestrian Access Project by the City including claims made by the general public.

B. The City shall not have or seek recourse against Metra or recovery or contribution from Metra for (i) any claim or cause of action for alleged, actual or other Damages, including but not limited to consequential Damages, to any person or firm or corporation using or at the Pedestrian Access Project, or as a consequence of the existence of the Pedestrian Access Project; or (ii) any act or omission of the City as a consequence of the existence of the Pedestrian Access Project.

C. Except to the extent set forth in Section IX concerning environmental liabilities and except for the negligent acts or omissions or the willful or malicious misconduct of the City, Metra hereby undertakes to indemnify and save harmless the City from Damages that:

1. Arise from (i) injury to or death of persons whomsoever and property damage; and/or (ii) injury to or loss or destruction of any and all components of the City's operations and facilities, and appurtenances thereto of any nature whatsoever, including disruption of the City's operations; and/or (iii) loss of revenue; and

2. Are due to or arise from the prosecution of any Work undertaken by Metra following the completion of the Preconstruction Activities and the Work to be undertaken by the City, or to the extent caused by the negligent acts or omissions or the willful or malicious misconduct of Metra on the Maintenance of Way Storage Facility following the completion of the Work undertaken by the City and the commencement of Metra's possession and control of the Maintenance of Way Storage Facility Parcel.

D. Following execution hereof each Party shall obtain or provide evidence of insurance in amounts satisfactory to both the City and Metra and/or self-insurance and *all insurance provided by independent carriers shall be with a minimum Best's rating of A+ or better.*

1. Prior to entering upon the City's Property, Metra shall furnish the City evidence of insurance or self-insurance. During the term of this agreement, the City may require commercially reasonable increases in the amount of insurance required to be provided by Metra. The City shall be named as an additional insured on all insurance policies required under the terms and provisions of this Agreement.

2. Prior to entering upon Metra's Property, the City shall furnish Metra evidence of insurance or self-insurance. During the term of this agreement, Metra may require commercially reasonable increases in the amount of insurance required to be provided by the City. The RTA and Metra shall be named as additional insureds on all insurance policies required under the terms and provisions of this Agreement.

3. A Party's failure to obtain or to cause its contractors to obtain proper insurance coverage as set forth in this Section VII shall not, at any time, operate as a waiver of the other Party's right to indemnification and defense against Damages covered under the terms and provisions of this Agreement.

VIII. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic or other cable systems may be buried in Metra's Property. Protection of these cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The City shall send Notice to Metra and notify DIGGER to determine if any cable is buried anywhere in Metra's Property. If it is, the City will contact the telecommunications companies involved, arrange for a cable locator and make arrangements for relocation or other protection of the cable, all at the City's expense, and will commence no Work on Metra's Property until all such protection or relocation has been accomplished.

IX. ENVIRONMENTAL LIABILITIES.

A. Before any Work is undertaken by either Party, the City will cause analyses of both the sites of Driveway Easement upon the City's Property and the Maintenance of Way Storage Facility Parcel as well as Metra's Property to be performed in order to develop the Baseline. The Baseline will be developed on the City's Property, including the Maintenance of Way Storage Facility Parcel following the City's completion of its Preconstruction Activities.

1. The environmental consultant assembling the Baseline will certify its report to both Metra and the City and will provide copies of the Baseline report to the City and to Metra in order that the City can establish health and safety plans for its use of Metra's Property and Metra will create such health and safety plans for Metra's development and future use of the Driveway on the City's Property and the Maintenance of Way Storage Facility Parcel.

2. The environmental consultant will undertake the sampling of the City's Property, including the Maintenance of Way Storage Facility Parcel, and Metra's Property in accordance with the sampling and other specifications set forth in group **Exhibit J [Baseline Survey Specifications and List of Approved Disposal Facilities]**.

3. In the event Metra in its sole discretion finds the Baseline report for the City's Property and/or the Maintenance of Way Storage Facility Parcel unacceptable for any reason or if hazardous conditions are shown to exist on either or both of the City's Property and the Maintenance of Way Storage Facility Parcel, Metra will have the right to stop its Work and until the Parties reach a mutual resolution of the problem or, if no resolution is reached, Metra obtains all additional funds that may be necessary from the City to allow Metra to continue the Work, the amount of which funds shall include the cost of the removal of any contaminated soil to a suitable off-site location, if required by law.

4. The Baseline will not become effective as to any Party until and unless such Party gives the other Party notice of Approval of the Baseline.

B. Metra shall not be responsible or liable, under any statute or at common law, for contamination or the presence of Hazardous Materials: (a) found at the site of the City's Property prior to the date that the Baseline is established under this Agreement for Driveway Easement, and (b) found at the site of the Maintenance of Way Storage Facility Parcel prior to the date that the Baseline is established under this Agreement for the Maintenance of Way Storage Facility Easement. As set out in Section VII of this Agreement, the City shall indemnify and save

harmless Metra regarding any such Hazardous Materials as set out in the Baseline for the City's Property, including the Maintenance of Way Storage Facility Parcel. In addition and as set forth above, if hazardous conditions are encountered by Metra while prosecuting the Work on the City's Property and/or the Maintenance of Way Storage Facility Parcel, Metra will have the right to stop its Work and obtain all additional funds that may be necessary from the City to allow Metra to continue the Work, the amount of which funds shall include the cost of the removal of any contaminated soil to a suitable off-site location, if required by law. On the date that the Baseline for Driveway Easement and Baseline for the Easement on the Maintenance of Way Storage Facility Parcel under this Agreement are established and thereafter, Metra shall be responsible for contamination or the presence of Hazardous Materials found at the site of the Driveway Easement on the City's Property and/or found at the site of the Maintenance of Way Storage Facility Parcel to the extent such contamination arose from Metra's operations and use of the City's Property and/or the Maintenance of Way Storage Facility Parcel following the establishment of the Baseline for each site.

C. The City shall not be responsible or liable, under any statute or common law, for contamination or the presence of Hazardous Materials found at the site of Metra's Property prior to the date that the Baseline is established under this Agreement for the Easement on Metra's Property. Metra shall indemnify, defend and save harmless the City regarding any such Hazardous Materials as set out in the Baseline for Metra's Property. On the date that the Baseline for the Easement on Metra's Property under this Agreement is established and thereafter, the City shall be responsible for contamination or the presence of Hazardous Materials found at the site of Metra's Property to the extent such contamination arose from the City's operations and use of Metra's Property following the establishment of the Baseline for this site.

D. The obligations of this Section IX shall survive the expiration or other termination of this Agreement.

X. NOTICES.

A. All Notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to Metra:	with a copy to:
General Counsel Metra 547 W. Jackson Boulevard, 15 th Floor Chicago, IL 60661	Director of Real Estate and Contract Management Metra 547 W. Jackson Boulevard Chicago, IL 60661
If to the City:	with copies to:
Chicago Department of Housing and Economic Development 121 N. LaSalle Street, Room 1000 Chicago, IL 60602	Chicago Department of Fleet and Facility Management, City of Chicago 1685 N. Throop Street Chicago, IL 60642
	and:
City of Chicago, Department of Transportation 30 N. LaSalle Street Suite 500 Chicago, IL 60602	City of Chicago, Department of Law Finance and Economic Development Division 121 N. LaSalle Street, Room 600 Chicago, IL 60602

B. Either Party hereto may change the place and/or person listed above and/or add persons to the above list for the giving of Notices by Notice given ten (10) days prior to the effective date of such change.

C. Whenever an alert or immediate Notice is necessary to be given by either Party to the other in an Emergency, such notification shall also be given orally by telephone and by e-mail:

If to Metra:

Metra Police: 312-322-2800

If to the City:

Chicago Auto Pound #6: Frank Morrone, (Manager, United Road Towing): 312-_____ and

Chicago Department of Streets and Sanitation: Steve Sorfleet, Pound Operations: 312-746-6955 and

Chicago Department of Transportation: Commissioner's Office: 312-744-3600

XI. NON-WAIVER OF TORT IMMUNITY.

Notwithstanding anything contained in or implied from any other provision of this Agreement, nothing in this Agreement shall be construed as or act as a waiver by either or both Parties of their respective rights, defenses and immunities, under the Illinois Governmental And Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*, with respect to claims made against either or both Parties by persons not a Party to this Agreement.

XII. DEFAULT; NON-WAIVER; REMEDIES.

A. In the event of a Default by either Party, the other Party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the terms and performance of this Agreement, including the right to require all owners of the land servient to any of the easements granted or conveyed in this Agreement to refrain from interference with the maintenance, use and/or operation under the terms of the Easement for the purposes set forth in this Agreement, it being agreed that there shall be no waiver or forfeiture of a Party's right to insure compliance with the covenants and conditions of this Agreement by reason of any failure to act on the part of the Party to whom the easement has been granted by this Agreement. Each Party recognizes that, in the event of non-performance by a Party of any of the obligations set forth in this Agreement, Damages will be difficult or impossible to ascertain and accordingly the non-Defaulting Party shall have the right, in addition to each and every remedy or right which the non-Defaulting Party may have at law or in equity, to an injunction or similar equitable relief enjoining or restraining any breach or non-performance of, or compelling specific performance of, the provisions of this Agreement.

B. Notice and Cure.

1. No Party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section without first providing Notice of the default to the Defaulting Party.

2. Continuation of any Default for thirty (30) days following written Notice by

the non-Defaulting Party specifying such Default to the Defaulting Party shall permit the non-Defaulting Party, at its sole discretion, to enforce or compel the performance of this Agreement by such Defaulting Party by suitable action or other proceeding brought in law or in equity.

3. Whenever performance required by one of the Parties herein is delayed by *Force Majeure*, the time period for such specified performance shall be extended by the length of such delay.

C. The rights and remedies under this Agreement are not exclusive to and shall not act as a limitation on any other rights or remedies which may be granted by law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

D. The Party prevailing in such enforcement proceeding shall be entitled to recover its Damages from the other Party, including but not limited to Legal Fees.

XIII. NO ASSIGNMENT; MUTUAL COOPERATION; EMERGENCIES.

A. Neither Party shall assign this Agreement, in whole or in part, nor any rights herein granted, without the prior written consent of the other Party, which shall be memorialized in an amendment to this Agreement. It is understood that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted without such consent in writing, shall be absolutely void. Notwithstanding the foregoing, following completion of the Work to be undertaken by the City, it is understood that the City may transfer an interest in the Easement on Metra's Property to the Chicago Park District for the operation and maintenance of the Pedestrian Access Project. In the event such transfer occurs, the City shall not be relieved from its continuing responsibilities and obligations under the terms of this Agreement as a Party and the Chicago Park District shall be both benefited and bound by the conditions and restrictions contained in this Agreement, such that the transfer shall bind the successors and assigns of the Chicago Park District, its corporate officials, and its and their successors in office, and its and their respective successors in interest.

B. The City and Metra covenant hereby to cooperate in good faith with regard to each and every aspect required for the completion of Work and thereafter with regard to their respective operations contemplated by this Agreement. The City shall not unduly delay or interfere with Metra in performing Metra's Work and shall take all steps reasonably necessary or requested by Metra to facilitate Metra's Work; and Metra shall not unduly delay or interfere with the City in performing the City's Work. Each of the Parties agree to act reasonably to cooperate in carrying out their respective Work and thereafter to carry out their respective use and operation, maintenance and repair in a manner such that during the entire term hereof.

C. In instances of Emergency, the Parties covenant to cooperate in good faith to resolve the Emergency. However, when there has been no immediate response following oral and written Notice given by one Party to the other Party specifying such Emergency, the Party giving such Notice of Emergency, at its sole discretion, may undertake corrective action at the sole cost and expense of the Party to whom the Notice of Emergency was given with the understanding that, if the corrective action entails Work, such cost and expense thereof shall be borne by the City.

XIV. TERM.

When executed by both of the Parties, this Agreement shall be effective from and after the Effective Date in perpetuity, such that Easements granted and conveyed herein shall run with the land and each owner of land servient to such an Easement shall have and hold the land subject to such Easement forever.

A. This Agreement shall bind the respective successors in interest of the Parties, their corporate officials and their successors in office, as well as any other agency or other organization created by either or both Parties and/or their successors, their corporate officials, and their successors in office.

B. Nothing herein shall in any way prevent the alienation or sale of the land involved with this Agreement and the new owner of such land shall be both benefited and bound by the covenants, conditions and restrictions herein expressed.

XV. MISCELLANEOUS PROVISIONS.

A. All provisions, conditions, and regulations set forth in this Agreement and the documents or plans to which it refers shall supersede the Parties' respective ordinances, codes and regulations to the extent they conflict herewith. In the event of any conflict, contradiction, or other ambiguity between the terms of this Agreement or the documents to which it refers or any of the ordinances of the City or Metra, the terms of this Agreement shall apply, control, and supersede the conflict, contradiction, or other ambiguity.

B. By execution hereof:

1. The City certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

2. Metra certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

C. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* The Illinois Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors

and subcontractors rendering services under this contract must comply with all requirements of the Illinois Prevailing Wage Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

D. Each Party, on behalf of itself and its successors and assigns, shall contractually obligate its contractors and subcontractors undertaking any Work that for the term of this Agreement and to the extent not in conflict with such Party's own procurement requirements and applicable federal and state law:

1. No contractor and subcontractor shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.*, of the Chicago Municipal Code, except as otherwise provided by said ordinance and as amended from time to time. Each contractor and subcontractor shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including but not limited to: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each contractor and subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In addition, each contractor and subcontractor, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

2. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Federal Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, each contractor and subcontractor shall ensure that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which any such contractor and subcontractor receives Federal assistance awarded by the U.S. DOT or FTA.

3. Each contractor and subcontractor shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and any subsequent amendments and regulations promulgated thereto.

4. Each contractor and subcontractor, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by a Party, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

5. Construction Worker Hours. Each Party may have affirmative action requirements or goals for the Work that impose construction worker hours or participation by utilization of minorities and women, respectively. Each Party shall comply, and shall cause each of its contractors and subcontractors to comply, therewith.

6. DBE Commitment. Each Party acknowledges for itself and its successors and assigns, that, to the extent prosecution of the Work involves use of federal funds, such Party will comply with the U.S. Department of Transportation regulations set forth at 49 CFR Part 26, as it pertains to the participation of disadvantaged business enterprises in federally funded contracts. Each Party's obligation to comply with said regulations pertain to all Work performed under this Agreement.

E. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

F. This Agreement, including the Exhibits hereto, has been negotiated by both Parties. This Agreement shall not be construed more strictly against Metra than against the City merely by virtue of the fact that the same has been prepared by legal counsel for Metra. It is recognized and acknowledged by both Parties that both Parties have contributed substantially and materially to the preparation, form, substance and content of this Agreement.

G. Except as expressly set forth herein, this Agreement constitutes the entire contract between the Parties with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. Accordingly, to that end or for any other reason deemed by both Parties to be mutually beneficial to both Parties, the terms of this Agreement may be modified and amended from time to time by a written "Amendment To Intergovernmental Agreement" signed by the Parties hereto or their successors. No modification of the terms of this Agreement shall be effective, unless contained in such written amendment and executed by both of the Parties.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

J. The Parties shall take all necessary and reasonable actions to carry out the terms of this Agreement.

XVI. TRIPLICATES.

This Agreement shall be executed in triplicates, each of which shall be deemed an original, provided all Parties have each signed such triplicate; and in such instance each such triplicate shall constitute an original hereof.

XVII. AUTHORITY.

The Parties represent and warrant to one another that each has the requisite authority to enter into this Agreement and the persons signing below have been authorized and directed to execute this Agreement and carry out and perform the terms and provisions hereof, said power and authority having been Approved by the respective corporate authorities of each by suitable ordinances, certified copies of which have been provided by each Party to the other Party. In addition, the officer of a Party executing or required to execute any Exhibit attached hereto has been authorized and directed to so execute such Exhibit, said power and authority having been Approved by the respective corporate authorities of each Party by the aforesaid enabling ordinances.

IN WITNESS WHEREOF, the Parties have entered their hands and seals as of the Effective Date hereof.

AGREED TO FOR METRA:

AGREED TO FOR CHICAGO:

By: _____
Alexander D. Clifford, Executive Director/CEO

By: _____
Andrew J. Mooney, Commissioner
Department of Housing and Economic Development

By: _____
Gabe Klein, Commissioner
Department of Transportation

By: _____
David Reynolds, Commissioner
Department of Fleet and Facility Management

ATTEST:
(SEAL)

ATTEST: (SEAL)

Secretary

Susana A. Mendoza, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Alexander D. Clifford, personally known to me to be the Executive Director/CEO of Metra and _____, and personally known to me to be the Secretary of Metra; and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as such Chairman and Secretary as their free and voluntary acts and as the free and voluntary act of said Commuter Rail Board for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2013.

(SEAL)

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of Housing and Economic Development of the City of Chicago and Gabe Klein, personally known to me to be the Commissioner of Transportation and David Reynolds, personally known to me to be the Commissioner of Fleet and Facility Management and Susana A. Mendoza, personally known to me to be the City Clerk; and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as such Mayor and City Clerk as their free and voluntary acts and as the free and voluntary act of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2013.

(SEAL)

Notary Public

* * * * *

This Agreement contains the following Exhibits:

- | | |
|------------------|---|
| Exhibit A | Plat of Easement upon the Maintenance of Way Storage Facility Parcel |
| Exhibit B | Site Plan for the Maintenance of Way Storage Facility |
| Exhibit C | Plat of Easement for the Driveway |
| Exhibit D | Site Plan for the Driveway |
| Exhibit E | Plat of Easement upon Metra's Property |
| Exhibit F | Plan of the Pedestrian Access Project |
| Exhibit G | Plans for the Newly Weds Spur |
| Exhibit H | Form of Right of Entry Agreement |
| Exhibit I | Form of Joint Order Escrow |
| Exhibit J | Baseline Survey Specifications and List of Approved Disposal Facilities |

Exhibit A
Plat of Easement upon the Maintenance of Way Storage Facility

Exhibit B

Site Plan for the Maintenance of Way Storage Facility

Exhibit C
Plat of Easement for the Driveway

Exhibit D
Site Plan for the Driveway

Exhibit E
Plat of Easement upon Metra's Property

Exhibit F
Plan of the Pedestrian Access and of the Decorative Fence at the Westerly End of Metra's Property

Exhibit G
Plans for the Newly Weds Spur

Exhibit H. Form of Right of Entry Agreement

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the [Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, the Regional Transportation Authority and the *Northeast Illinois Regional Commuter Railroad Corporation* their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, ("**Metra**")][City of Chicago, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution, as well as its directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their and/or its authority ("**City**") and _____ ("**Indemnitor**"). [Metra][The City] and Indemnitor are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

PRELIMINARY STATEMENT

Indemnitor desires to enter upon that portion of [Metra's][the City's] property located _____ and delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Premises**") for the purpose of _____ ("**Permitted Activities**").

NOW, THEREFORE, for and in consideration of the above stated recitals which are by this reference hereby incorporated into this Agreement and the mutual promises and agreements set forth below, the sufficiency of which are hereby acknowledged by the Parties, [Metra][the City] and Indemnitor agree as follows:

1. [Metra][the City] hereby permits Indemnitor to enter upon the Premises for a period of _____ () months, commencing on the effective date of this agreement, to conduct the Permitted Activities and for no other purpose whatsoever subject to the terms and conditions set forth in this Agreement. The term of this agreement may be extended by mutual agreement of the Parties as evidenced in writing.
2. As one of the considerations for this Right of Entry, Indemnitor agrees to pay to [Metra][the City] the sum of \$ _____ for the cost of preparing this Agreement, payable in advance.
3. Indemnitor agrees to reimburse [Metra][the City] for all costs and expenses incurred in connection with the use of [Metra][City] personnel and equipment as a direct result of the Permitted Activities.
4. To the fullest extent permitted by law, the Indemnitor hereby assumes and agrees to release, acquit and waive any rights which Indemnitor may have against and forever discharge [Metra][the City], from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property

arising out of or in any way relating to or occurring in connection with the Permitted Activities or rights granted under the terms and provisions of this Agreement or which may occur to or be incurred by the Indemnitor, its employees, officers, agents and all other persons acting on the Indemnitor's behalf while on the Premises or any adjoining [Metra][City] Property ("Property") or arising from the condition of the Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the negligence or willful misconduct of [Metra][the City]. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

5. To the fullest extent permitted by law, the Indemnitor agrees to indemnify, defend and hold harmless [Metra][the City], its respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements, (a) arising out of or in any way relating to or occurring in connection with: (i) the Permitted Activities or rights granted under the terms and provisions of this Agreement; (ii) the condition of the Premises or the Property; or (iii) the failure to investigate claims, or (b) which may occur to or be incurred, by the Indemnitor, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of [Metra][the City]. [Metra][the City] will notify the Indemnitor in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Indemnitor further agrees to defend [Metra][the City], its respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that [Metra][the City] may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of [Metra][the City] and its directors, administrators, officers, agents or employees. The Indemnitor shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of [Metra][the City], which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of [Metra][the City] with respect to any construction work performed by the Indemnitor or those performing on behalf of or with the authority of the Indemnitor in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.*

6. Prior to entering upon the Premises, Indemnitor agrees to furnish insurance in form and in such amounts as required by [the Metra][the City] Risk Management Department (312-322-6991) and shall deliver to [Metra][the City] certificates of insurance or such other documentation acceptable to [Metra's][the City's] Risk Management Department evidencing the acquisition of the required insurance.

7. Upon completion of the Permitted Activities or upon termination as provided in this Agreement, Indemnitor shall, at its sole cost and expense, restore the Premises to the same or to a

better condition than that which existed prior to commencement of Indemnitor's activities on the Premises.

8. Indemnitor further agrees to notify the [Metra][City] Police Communication Center at _____ and _____ when performing activities for the purposes set forth in this Agreement seventy-two (72) hours in advance of Indemnitor's entrance upon the Premises or any other [Metra][the City] property.

9. Indemnitor agrees that any authorized representative of [Metra][the City] has full authority concerning the operation of the railroad and Indemnitor agrees to comply with the recommendations of the authorized representatives of [Metra][the City] having jurisdiction over the Premises relative to railroad operations and safety regulations.

10. Indemnitor agrees that a Railroad flagman may be required whenever Indemnitor is on the Premises or any other [Metra][the City] property for the purposes set forth herein, the cost of which will be borne by Indemnitor. In the event it is determined flagging will be required in excess of five (5) days, pursuant to a work schedule ("Schedule") provided by Indemnitor, such flagging shall be paid in advance. In the event [Metra][the City] determines that flagging services in addition to the Schedule will be required to complete the Permitted Activities, the Indemnitor shall deposit a check with [Metra][the City] in an amount covering the cost of the additional flagging services. Indemnitor shall pay [Metra][the City] any amount due within ten (10) days after receipt of request from [Metra][the City] for deposit for or payment of additional flagging services.

11. [Metra][The City] may terminate this Agreement at any time by giving Indemnitor ten (10) days prior written notice of its intention to so terminate.

12. The Permitted Activities shall be performed at Indemnitor's sole cost and expense and shall at all times be conducted in a good workmanlike, safe and sanitary manner and in accordance with plans and specifications approved in advance by [Metra][the City] and all applicable federal, state and local laws, ordinances and regulations. Indemnitor shall take all reasonable safety precautions (such as covering of borings, installation of barricades and warning signs) to adequately secure the site. Indemnitor shall not place, keep, store or otherwise permit to be placed, kept or stored on the Premises any equipment or materials except during such time as Indemnitor's employees, agents, contractor's or subcontractors are physically present and conducting activities permitted under this Agreement.

13. Indemnitor's activities on the Premises shall be conducted in a manner so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by [Metra][the City], its employees, agents or permittees, for the purpose(s) to which the Premises is now, or may hereinafter be, committed by [Metra][the City].

14. Any rights to the Premises not specifically granted to Indemnitor herein, are reserved to [Metra][the City], its successors and assigns.

15. All payments required to be made by Indemnitor to [Metra][the City] under the terms, conditions or provisions of this Agreement shall be made within sixty (60) days after Indemnitor's receipt of any demand or invoice from [Metra][the City] evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest

at a rate of one and one half percent (1 1/2%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

16. No waiver of any obligation or default of Indemnitor shall be implied from omission by [Metra][the City] to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. This Agreement and the rights and obligations accruing hereunder are binding upon the successors and assigns of [Metra][the City] and Indemnitor. This Agreement shall be governed by the internal laws of the State of Illinois. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that such exclusion does not unfairly prejudice the rights of either Party to this Agreement. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

17. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by [Metra][the City] or Indemnitor at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the first business day after successful transmission if sent by facsimile transmission.

(a) Notices to [Metra][the City] shall be sent to:

Chicago, Illinois 606_
Attn: Law Department, General Counsel

(b) Notices to Indemnitor shall be sent to:

(Signature Page Follows)

Exhibit I. Form of Joint Order Escrow

CHICAGO TITLE INSURANCE COMPANY

Refer to: _____

Phone no 312- _____

Fax no.: 312- _____

STRICT JOINT ORDER ESCROW TRUST INSTRUCTIONS

ESCROW TRUST NO. _____ DATE: _____, 2013

To: Chicago Title and Trust Company, Escrowee

Customer Identification:

Seller: Metra

Purchaser: City of Chicago

Property PINs:

Deposits: 1) Text, without Exhibits: An Intergovernmental Agreement and Grant of Easements Pertaining to the Bloomingdale Trail Project [the "IGA"] (by the City of Chicago and Metra, jointly)
2) Plat of Easement upon the Maintenance of Way Storage Facility Parcel (by the City of Chicago)
3) Plat of Easement for the Driveway (by the City of Chicago)
4) Plat of Easement upon Metra's Property (by Metra)
5) Wire Transfer in the amount of \$2,908,886.00 representing the City of Chicago's initial cash deposit (by the City of Chicago); and

Such additional Wire Transfers as necessary upon Notice to the City of Chicago by Escrowee or Metra (Deposit to be made by the City of Chicago)

Delivery of Deposits:

The above referenced escrow trust deposits numbered 1) through 4) are deposited with the Escrowee to be delivered by it to the Cook County Recorder of Deeds for recordation.

In no case shall the above mentioned deposits be otherwise surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be billed as follows: All escrow fees will be billed to and paid by the City of Chicago. An annual maintenance fee, as determined by the then current rate schedule, will commence _____, 2014.

PLEASE NOTE: The escrow trust law for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion may reduce or waive the escrow trust fee for these joint order

escrow trust instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instruction or an agency closing transaction established at Chicago Title.

Direction to Escrowee to Make Payments to Metra:

Upon receipt of a notice from Metra containing the amount of money ("Draw") to be drawn from the escrow trust, you shall deliver to Metra from the City of Chicago's Deposit cash in the amount of the Draw and you shall deliver to the City of Chicago a copy of the Draw. Whenever during the term of this escrow trust the amount of cash Deposited with the Escrowee by the City of Chicago is insufficient to pay Metra the full amount of any given Draw and pay the escrow trust fees, if any are due, you shall send notice of the amount of such insufficiency to the City of Chicago who, within ninety (90) days after the date of such notice containing the amount of such insufficiency, shall make an additional Deposit of at least the amount of such insufficiency. Thereafter, whenever there are insufficient funds on Deposit in the Joint Order Escrow, you shall repeat this procedure as often as necessary during the term of this Agreement until you are in receipt of a notice to terminate this escrow trust, such termination notice being a joint order signed by both of the parties. Upon receipt of such joint order, you are to pay from the Deposit the amount of all outstanding escrow trust fees and pay the balance of cash on Deposit to the City of Chicago along with accrued interest.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: Provided, that any direction to the Escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. The Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investment.

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that the Escrowee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Corporate Fiduciary Act (Ill. Rev. Stat. 1989, Ch 17. Par. 1552-8) and may use any part or all such funds for its own benefit without obligation of any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish the Escrowee's obligation to apply the full amount of the deposits in accordance with the terms of these escrow trust instructions.

In the event the Escrowee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principle or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Compliance With Court Order:

Except with respect to notices/directions from Metra as set forth in "Direction to Escrowee to Make Payments to Metra" above, the undersigned authorize and direct the Escrowee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the Escrowee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued

by any court with or without jurisdiction; and in case the Escrowee obeys or complies with such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the Escrowee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to the Escrowee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The Escrowee shall have a lien on the deposit(s) herein for any and all such costs, fees, and expenses. If said costs, fees, and expenses are not paid, then the Escrowee shall have the right to reimburse itself out of the said deposit(s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the State of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, shall be executed in triplicates, each of which shall be deemed an original of one and the same instrument.

For Metra:	For the City of Chicago:
Name: Tressler, LLP	Name: _____
Attn: John J. Zimmermann, Esq.	Attn: _____

Signature: _____	Signature: _____
Alexander D. Clifford, CEO, Metra	

Accepted, Chicago Title and Trust Company, as Escrowee

By: _____	Date: _____
-----------	-------------

Exhibit J
Baseline Survey and List of Approved Disposal Facilities



Office of the City Clerk



O2013-810

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with Cook County for space at 5333 N Western Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Cook County as Tenant governing the use of approximately 800 square feet of space located at 5333 North Western Avenue; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2013, by and between, **THE CITY OF CHICAGO**, a Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "**Landlord**"), and **THE COUNTY OF COOK**, a Body Politic and Corporate of the State of Illinois (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, Landlord owns the facility located at 5333 North Western Avenue (the "Building"); and

WHEREAS, the Building is comprised of approximately 4,500 square feet and Landlord's Department of Streets and Sanitation is utilizing approximately 3,700 square feet of space within the Building; and

WHEREAS, the remaining 800 square feet of space within the Building have no present municipal use for Landlord; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 800 square feet of office space within Building for use by Tenant's Cook County State's Attorney.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 800 square feet of office space located at 5333 North Western Avenue, Chicago, Illinois (part of PIN 14-07-104-017 - the "Premises").

SECTION 2. TERM

The term of this Lease (the "Term") shall commence on the date of execution of this Lease (the "Commencement Date") and shall terminate on December 31, 2017, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay rent for the Premises in the amount of:

LEASE NO. 20209

One Dollar (\$1.00) for the entire Term the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Utilities. Landlord pay for water, gas, and electricity supplied to the Building and Premises. Landlord reserves the right, but not the obligation, to charge Tenant a pro-rated share of Tenant's portion of charges for operating costs, including, but not limited to, gas, electricity, heat, or water. Tenant shall assume full responsibility for any other utility services and telephone or other communication services used in, or supplied to, the Premises by or for Tenant (Landlord shall assume no responsibility for delivery or payment of such other utility services and telephone or other communication services).

3.3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the subject Premises and attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the subject Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the subject Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Lease) during the Term.

4.2 Duty to Maintain Premises and Right of Access. Landlord shall take reasonable efforts to maintain all of Landlord's properties, including the Building (and the Premises), in a

LEASE NO. 20209

condition of good repair and good order. Tenant shall notify Landlord regarding any issues with maintenance of the Premises. Landlord shall be responsible for resolving any building code violations issued on the Premises. In the event such building code violations were caused by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs subject to reimbursement from Tenant. Landlord shall have access to the Premises to perform any repairs.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to operating a branch office of the Cook County State's Attorney Community Justice Center and for no other purpose.

4.4 Alterations and Additions. Tenant may not make alterations, additions, and improvements on the Premises without the prior written consent of the Commissioner of Landlord's Department of Fleet and Facility Management. Any additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant (and/or Tenant's contractors) will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (e).

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

LEASE NO. 20209

6.1 Self-Insurance. Tenant shall secure shall insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

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

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

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

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

6.3 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing

LEASE NO. 20209

the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. The Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

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

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

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

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under the Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed by a casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if, in Tenant's opinion or Landlord's opinion, the Premises and/or the Building are rendered untenable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2018 and the rent shall be as stipulated in Section 3.1 hereinabove. During any holdover period all provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

LEASE NO. 20209

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Cook County Real Estate Management Division
69 West Washington Street, Room 3000
Chicago, Illinois 60602
Attention: Director

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

LEASE NO. 20209

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

10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any reason by providing each other with sixty (60) days prior written notice any time after execution of this Lease.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease. Provided, however, that such amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.14 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

10.15 Access to Parking Lot. Tenant shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot. The parking lot is provided primarily for the benefit of Landlord's operations. Landlord makes no warranties relative to the condition of the parking lot and Tenant's use of the parking lot shall be at Tenant's own risk.

LEASE NO. 20209

10.16 Municipal Marketing Efforts. Landlord shall have the right to install a digital or other advertising sign on the adjoining parking lot as part of the Landlord's municipal marketing efforts, subject to the separate approval of Landlord's City Council.

10.17 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise under a Lease dated September 4, 2009. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior Lease and that neither party has any claims against the other with respect to such prior Lease.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Custodial Service. Tenant shall provide and pay for custodial services to the Premises (when necessary), which shall be construed as keeping the Premises clean and free of debris. Tenant acknowledges that Landlord shall have no custodial obligations relative to Tenant's use of the Premises.

11.2 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises and Tenant is satisfied with the physical condition thereof.

11.3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

11.4 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law.

11.5 Alarm Service and Security. Tenant shall pay for monthly alarm service and security if necessary in Tenant's opinion. Tenant is responsible for properly securing the Premises at all times. Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Premises.

11.6 Tenant's Invitees. Tenant shall ensure that Tenant's invitees do not loiter in the Building. Tenant shall not allow Tenant's invitees to access any other portions of the Building. Tenant's invitees shall always be deemed to be under Tenant's supervision while on the Premises or at the rest of the Building.

11.7 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers and carbon monoxide detectors on the Premises.

11.8 Extermination Services. Tenant shall provide and pay for exterminator service to the Premises whenever necessary.

LEASE NO. 20209

11.9 No Alcohol. Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.

11.10 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees.

11.11 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof. Tenant shall not use the Premises for any religious activities.

11.12 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear taken into consideration.

11.13 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant shall remove Tenant's personal property and equipment. Tenant shall repair any injury or damage to the Premises and/or the Building which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises upon the termination or cancellation of this Lease, Landlord may, at Landlord's option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal (including the repair for such removal, delivery and warehousing) to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease acting as a bill of sale, without further payment or credit by Landlord to Tenant.

11.14 No Other Rights. This does not give Tenant any other right with respect to the Premises and/or the Building. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this agreement does not obligate Landlord in any manner and Landlord shall not be required to undertake any additional duties or services including, but not limited to, snow or ice removal.

11.15 City Use Paramount. Tenant affirms that the Building is used as the City of Chicago's Department of Streets and Sanitation 40th and 47th Ward Yard. Tenant acknowledges that the most important use of the Building is as a ward yard or any other use determined by Landlord. Tenant shall refrain from undertaking any activities that interfere with Landlord's primary use of the Building.

11.16 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

LEASE NO. 20209

11.17 Building Rules. Tenant shall comply with all reasonable rules and regulations in place at Lease execution or thereafter promulgated in writing by Landlord for the Building including, but not limited to, any parking lot rules and regulations.

11.18 Potential Closure of Building. Landlord is continuously assessing Landlord's inventory of real estate holdings for operational efficiencies and cost savings. This assessment sometimes requires the closure or consolidation of operations and associated facilities. Tenant understands that in the event that Landlord relocates or otherwise eliminates all of Landlord's operations within the Building, Landlord shall terminate this Lease per Section 10.10 hereinabove. In the event of such termination, Tenant shall vacate the Premises. In the alternative, and with Landlord's written consent, Tenant may elect to continue operations within the Premises subject to Tenant's assumption of all operating costs and responsibility for all maintenance and security of the Premises and the Building. In the event of such mutual election to retain tenancy, the parties shall execute a Lease amendment per Section 10.13 hereinabove.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LEASE NO. 20209

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

LANDLORD:

BY: **THE CITY OF CHICAGO,**
a Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

COUNTY OF COOK,
a body corporate and politic of the State of Illinois

By: _____
President, Cook County Board of Commissioners

County Clerk

County Comptroller

APPROVED AS TO FORM:

Assistant States Attorney

5333 North Western Avenue
Cook County
Lease No. 20209

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.



Office of the City Clerk



O2013-811

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with Cook County for space at 9059 S Cottage Grove Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with Cook County as Tenant governing the use of approximately 1,200 square feet of space located at 9059 South Cottage Grove Avenue; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE

THIS LEASE is made and entered into this _____ day of _____, 2013, by and between, **THE CITY OF CHICAGO**, a Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "**Landlord**"), and **THE COUNTY OF COOK**, a Body Politic and Corporate of the State of Illinois (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, Landlord owns the facility located at 9059 South Cottage Grove Avenue (the "Building"); and

WHEREAS, the Building is comprised of approximately 14,848 square feet and Landlord's Department of Public Health and Department of Fleet and Facility Management are utilizing approximately 13,648 square feet of space within the Building; and

WHEREAS, the remaining 1,200 square feet of space on the second floor of the Building have no present municipal use for Landlord; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 1,200 square feet of office space on the second floor of the Building for use by Tenant's Cook County State's Attorney.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 1,200 square feet of office space located at 9059 South Cottage Grove Avenue, Chicago, Illinois (part of PIN 25-02-112-006 - the "Premises").

SECTION 2. TERM

The term of this Lease (the "Term") shall commence on the date of execution of this Lease (the "Commencement Date") and shall terminate on December 31, 2017, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. Tenant shall pay rent for the Premises in the amount of:

LEASE NO. 20211

One Dollar (\$1.00) for the entire Term the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Utilities. Landlord pay for water, gas, and electricity supplied to the Building and Premises. Landlord reserves the right, but not the obligation, to charge Tenant a pro-rated share of Tenant's portion of charges for operating costs, including, but not limited to, gas, electricity, heat, or water. Tenant shall assume full responsibility for any other utility services and telephone or other communication services used in, or supplied to, the Premises by or for Tenant (Landlord shall assume no responsibility for delivery or payment of such other utility services and telephone or other communication services).

3.3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the subject Premises and attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate, and other property taxes assessed or levied on the subject Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the subject Premises. The failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

3.4 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of the rent due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment to pursue any other remedies available to Landlord.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Lease) during the Term.

4.2 Duty to Maintain Premises and Right of Access. Landlord shall take reasonable efforts to maintain all of Landlord's properties, including the Building (and the Premises), in a

LEASE NO. 20211

condition of good repair and good order. Tenant shall notify Landlord regarding any issues with maintenance of the Premises. Landlord shall be responsible for resolving any building code violations issued on the Premises. In the event such building code violations were caused by Tenant, Tenant shall resolve such issues at Tenant's cost or Landlord can perform such repairs subject to reimbursement from Tenant. Landlord shall have access to the Premises to perform any repairs.

4.3 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to operating a branch office of the Cook County State's Attorney Community Justice Center and for no other purpose.

4.4 Alterations and Additions. Tenant may not make alterations, additions, and improvements on the Premises without the prior written consent of the Commissioner of Landlord's Department of Fleet and Facility Management. Any additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant (and/or Tenant's contractors) will comply with all insurance requirements under this Lease including, but not limited to, Section 6.1 (e).

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

5.2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

LEASE NO. 20211

6.1 Self-Insurance. Tenant shall secure shall insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

6.2 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the lease with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

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

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

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

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

6.3 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing

LEASE NO. 20211

the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. The Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the Landlord retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

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

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

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

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under the Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed by a casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if, in Tenant's opinion or Landlord's opinion, the Premises and/or the Building are rendered untenable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party written notice to such effect.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on January 1, 2018 and the rent shall be as stipulated in Section 3.1 hereinabove. During any holdover period all provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

LEASE NO. 20211

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Cook County Real Estate Management Division
69 West Washington Street, Room 3000
Chicago, Illinois 60602
Attention: Director

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

LEASE NO. 20211

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

10.10 Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any reason by providing each other with sixty (60) days prior written notice any time after execution of this Lease.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

10.13 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of said Lease. Provided, however, that such amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.14 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

10.15 Access to Parking Lot. Tenant shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot. The parking lot is provided primarily for the benefit of Landlord's operations. Landlord makes no warranties relative to the condition of the parking lot and Tenant's use of the parking lot shall be at Tenant's own risk.

LEASE NO. 20211

10.16 Municipal Marketing Efforts. Landlord shall have the right to install a digital or other advertising sign on the adjoining parking lot as part of the Landlord's municipal marketing efforts, subject to the separate approval of Landlord's City Council.

10.17 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise under a Lease dated December 1, 2009. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior Lease and that neither party has any claims against the other with respect to such prior Lease.

SECTION 11. RESPONSIBILITIES OF TENANT

11.1 Custodial Service. Tenant shall provide and pay for custodial services to the Premises (when necessary), which shall be construed as keeping the Premises clean and free of debris. Tenant acknowledges that Landlord shall have no custodial obligations relative to Tenant's use of the Premises.

11.2 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises and Tenant is satisfied with the physical condition thereof.

11.3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

11.4 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law.

11.5 Alarm Service and Security. Tenant shall pay for monthly alarm service and security if necessary in Tenant's opinion. Tenant is responsible for properly securing the Premises at all times. Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Premises.

11.6 Tenant's Invitees. Tenant shall ensure that Tenant's invitees do not loiter in the Building. Tenant shall not allow Tenant's invitees to access any other portions of the Building. Tenant's invitees shall always be deemed to be under Tenant's supervision while on the Premises or at the rest of the Building.

11.7 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers and carbon monoxide detectors on the Premises.

11.8 Extermination Services. Tenant shall provide and pay for exterminator service to the Premises whenever necessary.

LEASE NO. 20211

11.9 No Alcohol. Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.

11.10 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, Tenant's invitees.

11.11 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof. Tenant shall not use the Premises for any religious activities.

11.12 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition to the condition of the Premises at the beginning of Tenant's occupancy, with normal wear and tear taken into consideration.

11.13 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant shall remove Tenant's personal property and equipment. Tenant shall repair any injury or damage to the Premises and/or the Building which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises upon the termination or cancellation of this Lease, Landlord may, at Landlord's option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal (including the repair for such removal, delivery and warehousing) to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this Lease acting as a bill of sale, without further payment or credit by Landlord to Tenant.

11.14 No Other Rights. This does not give Tenant any other right with respect to the Premises and/or the Building. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this agreement does not obligate Landlord in any manner and Landlord shall not be required to undertake any additional duties or services including, but not limited to, snow or ice removal.

11.15 City Use Paramount. Tenant affirms that the Building is used as the City of Chicago's Burnside Community Center. Tenant acknowledges that the most important use of the Building is as a community center or any other use determined by Landlord. Tenant shall refrain from undertaking any activities that interfere with Landlord's primary use of the Building.

11.16 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

LEASE NO. 20211

11.17 Building Rules. Tenant shall comply with all reasonable rules and regulations in place at Lease execution or thereafter promulgated in writing by Landlord for the Building including, but not limited to, any parking lot rules and regulations.

11.18 Potential Closure of Building. Landlord is continuously assessing Landlord's inventory of real estate holdings for operational efficiencies and cost savings. This assessment sometimes requires the closure or consolidation of operations and associated facilities. Tenant understands that in the event that Landlord relocates or otherwise eliminates all of Landlord's operations within the Building, Landlord shall terminate this Lease per Section 10.10 hereinabove. In the event of such termination, Tenant shall vacate the Premises. In the alternative, and with Landlord's written consent, Tenant may elect to continue operations within the Premises subject to Tenant's assumption of all operating costs and responsibility for all maintenance and security of the Premises and the Building. In the event of such mutual election to retain tenancy, the parties shall execute a Lease amendment per Section 10.13 hereinabove.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LEASE NO. 20211

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

LANDLORD:

BY: **THE CITY OF CHICAGO,**
a Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

TENANT:

COUNTY OF COOK,
a body corporate and politic of the State of Illinois

By: _____
President, Cook County Board of Commissioners

County Clerk

County Comptroller

APPROVED AS TO FORM:

Assistant States Attorney

9059 South Cottage Grove Avenue
Cook County
Lease No. 20211

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.



Office of the City Clerk



A2013-17

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Simone E. Freeman as member of Special Service Area No. 19, Howard Street Commission, The
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I have appointed Simone E. Freeman as a member of Special Service Area No. 19, the Howard Street Commission, for a term effective immediately and expiring June 13, 2015, to complete the unexpired term of Lorraine M. Woos, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-18

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Peter C. Toalson as member of Special Service Area No. 29, West Town Commission, The
Committee(s) Assignment:	Committee on Finance

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I have appointed Peter C. Toalson as a member of Special Service Area No. 29, the West Town Commission, for a term effective immediately and expiring October 1, 2014, to succeed Bohdan Watral, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-20

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Appointment of Lawrence O. Powers as member of Special Service Area No. 33, Wicker Park & Bucktown Commission, The
Committee(s) Assignment:	Committee on Finance

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I have appointed Lawrence O. Powers as a member of Special Service Area No. 33, the Wicker Park & Bucktown Commission, for a term effective immediately and expiring September 13, 2014, to succeed Nicole Del Sasso, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor

SP.EV.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City wishes to acquire an approximately 2,743 square foot property at the intersection of Milwaukee Avenue and Leavitt Street with a common address of 1759 North Milwaukee Avenue, Chicago, Illinois ("Property") and intends to construct thereon an access point to a planned multi-use recreation trail to be constructed on an elevated rail line along Bloomingdale Avenue between Ashland Avenue and Ridgeway Avenue (the "Project"), all as described in Exhibit A; and

WHEREAS, the City wishes to pay for all or part of the acquisition costs of the Property, in the amount described on Exhibit A, from the proceeds of the Open Space Fees collected by DOF from the Community Area; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to

the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to disburse Open Space Fees in an amount not exceeding the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount on Exhibit A from the West Town Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

DESCRIPTION OF PROJECT

Address: Approximately 2,743 square foot parcel at the intersection of Milwaukee Avenue and Leavitt Street with a common address of 1759 North Milwaukee Avenue, Chicago, Illinois and identified as Property Index Number 14-31-502-001 (the "Property")

Community Area: West Town

Description of Project: Open Space Fees will be used to acquire the Property as an access point for the Bloomingdale Trail to be constructed on an elevated rail line along Bloomingdale Avenue between Ashland Avenue and Ridgeway Avenue for purposes of providing open space and recreational facilities to the residents of the Community Area.

Project Costs: Approximate costs associated with acquiring the Property as follows:

Acquisition costs	85,000
Administration costs	<u>10,000</u>
TOTAL	\$95,000

Amount of Open Space Fees: \$95,000



Office of the City Clerk



O2013-938

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of 2013 Annual Appropriation Ordinance
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a budget amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

SECTION 1. The Annual Appropriation Ordinance for fiscal year 2013 is hereby amended by striking the words and figures indicated and by inserting the words and figures indicated on Exhibit A attached hereto.

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT TO 2013 BUDGET APPROPRIATIONS**0100 - Corporate Fund**

PAGE CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
19	Other Revenue		\$ 66,100,000		\$ 67,350,000
	Total appropriable revenue		\$ 2,981,555,000		\$ 2,982,805,000
	Total appropriable for charges and expenditures		\$ 3,158,555,000		\$ 3,159,805,000

EXHIBIT A

AMENDMENT TO 2013 ANNUAL APPROPRIATION ORDINANCE

Corporate Fund - 0100

CODE	DEPARTMENT AND ITEM	STRIKE		ADD	
		NUMBER	AMOUNT	NUMBER	AMOUNT
	99- Finance General				
.9258	Austin Polytechnical Institute - Advanced Manufacturing Training				1,250,000



Office of the City Clerk



O2013-905

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Expansion of Enterprise Zone 6 for development and rehabilitation of depressed areas
Committee(s) Assignment:	Committee on Finance

FW.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an expansion of Enterprise Zone 6.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

5. (continued)

ORDINANCE

WHEREAS, the City Council of the City of Chicago on November 24, 1986, passed an ordinance establishing Enterprise Zone 6, appearing in the Journal of Council Proceedings of the City of Chicago (the "Journal") on pages 37054 to 37056; and amended and appearing in the November 5, 1993 Journal on pages 39921 to 39924; and amended and appearing in the April 13, 1994 Journal on pages 48385 to 48390; and amended and appearing in the December 13, 1995 Journal on pages 13537 to 13542; and amended and appearing in the June 10, 1996 Journal on pages 22946 to 22951; and amended and appearing in the December 10, 1997 Journal on pages 58159 to 58165; and amended and appearing in the September 4, 2002 Journal on pages 92189 to 92193; and amended and appearing in the October 6, 2002 Journal on pages 95286 to 95294 (collectively, the "Designating Ordinance"); and

WHEREAS, the City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of Enterprise Zones subject to the approval of the State of Illinois (the "State") through its Department of Commerce and Economic Opportunity ("DCEO"); and

WHEREAS, the City of Chicago has determined that the expansion of Enterprise Zone 6 will increase the development and rehabilitation of a depressed area of the City; and

WHEREAS, all required procedures have been followed in the modification of the boundaries of Enterprise Zone 6 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago (the "Chicago Enterprise Zone Ordinance"); now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

"The following area, hereafter referred to as 'Zone 6' is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 6:

Starting at the intersection of Racine Avenue and 55th Street; then running north of Racine Avenue to 51st Street; then running east on 51st Street to the west line of Cottage Grove Avenue; then north along the west line of Cottage Grove Avenue to its intersection with the north line of 47th Street; then east along the north line of 47th Street to a point which is 262.50 feet east of the east line of Woodlawn Avenue; then north perpendicular to the north line of 47th Street 253.00 feet; then east parallel to the north line of 47th Street 131.50 feet to a bend in the southerly line of a northeasterly/southwesterly 15 foot public alley; then northeasterly along the southeasterly line of said alley 39.25 feet; then southeasterly parallel with the southwesterly line of Lake Park Avenue 142.17 feet; then northeasterly parallel with the southeasterly line of said northeasterly/southwesterly 16.00 foot public alley 320.00 feet to the southwesterly line of Lake Park Avenue; then southeasterly along the southwesterly line of Lake Park Avenue 503.00 feet, more or less, [to its intersection with a line 3.00 feet south of and parallel with] the north line of 47th Street; *thence east to the center line of Lake Park Avenue; thence southeasterly along the center line of Lake Park Avenue to the north line of Hyde Park Boulevard; thence southerly to the south line of Hyde Park Boulevard at the intersection with a line being the northwesterly extension of the easterly line of vacated South Lake Park Avenue vacated by ordinance passed by the City Council of the City of Chicago on August 25,*

1966; thence southeasterly along the easterly line of vacated South Lake Park Avenue aforesaid to a point being the easterly extension of the north line of lot 5 in Cornell's Resubdivision of Blocks 15 and 16 in Hyde Park, a subdivision in the East ½ of the Southeast ¼ of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian; thence west along the easterly extension of the north line of Lot 5 in Cornell's Resubdivision and continuing along the north line of Lot 10 to the center line of Harper Avenue; thence north along the center line of Harper Avenue to the south line of Hyde Park Boulevard; thence east to the southerly extension of the westerly line of Lake Park Avenue; thence northwesterly along the westerly line of South Lake Park Avenue to a point being 3.00 feet south of and parallel with the north line of 47th Street; then west along said line 3.00 feet south of and parallel with the north line of 47th Street to its intersection with a line 3.00 feet east of and parallel with the west line of Cottage Grove Avenue; then south along said parallel line 3.00 feet east of the west line of Cottage Grove Avenue to the south line of 51st Street extended; then west along the south line of 51st Street extended 3.00 feet to the west line of Cottage Grove Avenue; then running south on Cottage Grove Avenue to 60th Street; then running west on 60th Street to State Street; then running south on State Street to 62nd Street; then running east on 62nd Street to Ingleside Avenue; then running north on Ingleside Avenue to 61st Street; then running east on 61st Street to Greenwood Avenue; then running south on Greenwood Avenue to 62nd Street; then running east on 62nd Street to Stony Island Avenue; then running south on Stony Island Avenue to 64th Street; then running west on 64th Street to State Street; then running south on State Street to 71st Street; then running west on 71st Street to Stewart Avenue; then running south on Stewart Avenue to 74th Street; then running west on 74th Street to Eggleston Avenue; then running south on Eggleston Avenue to 75th Street; then running west on 75th Street to Wallace Street; then running south on Wallace Street to 79th Street; then running east on 79th Street to State Street; then running south on State Street to 91st Street; then running west on 91st Street to Halsted Street; thence south along Halsted Street to the south line of 103rd Street; thence west along the south line of 103rd Street to the east line of Green Street; thence south along the east line of Green Street to the north line of the alley south of 103rd Street; thence east along the north line of the alley to the east line of the alley east of Green Street; thence south along the east line of the alley to the north line of 104th Street; thence east along the north line of 104th Street to Halsted Street; thence south along Halsted Street to the north line of Lot 5 of Warfield & Holman's Resubdivision; thence west along the north line of said Lot 5 to the east line of the alley west of Halsted Street; thence south along the east line of the alley to the south line of Lot 14 of Warfield & Holman's Resubdivision; thence east along the south line of said Lot 14 to Halsted Street; thence south along Halsted Street to a point 3 feet north of the centerline of 107th Street; thence west parallel with the centerline of 107th Street to the west line of Illinois Route 57; thence north along the west line of Illinois Route 57 to the west line of the Pennsylvania Railroad; thence north along the west line of the Pennsylvania Railroad to the south line of 104th Street; thence west along the south line of 104th Street to the east line of the Chicago Rock Island and Pacific Railroad; thence south along the east line of the Chicago Rock Island and Pacific Railroad to a point 3 feet north of the centerline of 107th Street; thence west parallel with the centerline of 107th Street to the centerline of Vincennes Avenue; thence south along the centerline of Vincennes Avenue to the centerline of 118th Street; thence west along the centerline of 118th Street to the centerline of Church Street; thence north along the centerline of Church Street to the north line of Lot 6 in Block 3 in the resubdivision of Blocks 4 and 11 in Vincennes Road Addition; thence west along the north line of said Lot 6 to the east line of the Chicago Rock Island and Pacific Railroad; thence south along the east line of the Chicago Rock Island and Pacific Railroad to the west line of the alley west of Vincennes Avenue; thence north along the west line of the alley to the south line of Lot 8 in Block 12 in Vincennes Road Addition; thence east along the south line of said Lot 8 to the west line of Vincennes Avenue; thence north along the west line of Vincennes Avenue to the north line of Lot 6 in Block 12 in Vincennes Road Addition; thence west along the north line of said Lot 6 to the west line of the alley west of

Vincennes Avenue; thence north along the west line of the alley to a point 3 feet south of the centerline of 118th Street; thence east parallel with the centerline of 118th Street to a point 3 feet east of the centerline of Vincennes Avenue; thence north parallel with the centerline of Vincennes Avenue to the south line of Lot 18 in Block 2 of Vincennes Road Addition; thence east along the south line of said Lot 18 to the west line of the alley east of Vincennes Avenue; thence north along the west line of the alley to the south line of 115th Street; thence east along the south line of 115th Street to the east line of the Chicago Rock Island and Pacific Railroad; thence south along the east line of the Chicago Rock Island and Pacific Railroad to the centerline of 119th Street; thence east along the centerline of 119th Street to the centerline of Ashland Avenue; thence south along the centerline of Ashland Avenue to the centerline of 123rd Street; thence east along the centerline of 123rd Street to the west line of the Illinois Central Railroad; thence north along the west line of the Illinois Central Railroad to the centerline of Loomis Street; thence north along the centerline of Loomis Street to the centerline of 120th Street; thence west along the centerline of 120th Street to the east line of Bishop Street; thence south along the east line of Bishop Street to the north line of the alley south of 120th Street; thence east along the north line of the alley to a point 3 feet west of the centerline of Loomis Street; thence south parallel with the centerline of Loomis Street to the centerline of 121st Street; thence west along the centerline of 121st Street to the east line of the alley west of Loomis Street; thence south along the east line of the alley to the north line of the alley north of the Illinois Central Railroad; thence southwest along the north line of the alley to the north line of Lot 18 in Block 9 of William R. Ken's Subdivision; thence west along the north line of said Lot 18 to the east line of Bishop Street; thence south along the east line of Bishop Street to the north line of the alley north of the Illinois Central Railroad; thence west along the north line of the alley to the south line of 122nd Street; thence west along the south line of 122nd Street to a point 3 feet east of the centerline of Ashland Avenue; thence north parallel with the centerline of Ashland Avenue to a point 3 feet north of the centerline of 119th Street; thence west parallel with the centerline of 119th Street to the west line of Illinois Route 57; thence north along the west line of Illinois Route 57 to a point 3 feet north of the centerline of 115th Street; thence west parallel with the centerline of 115th Street to a point 3 feet east of the centerline of Vincennes Avenue; thence north parallel with the centerline of Vincennes Avenue to the south line of Lot 39 in Block 89 of Washington Heights Subdivision; thence east along the south line of said Lot 39 to the west line of the alley east of Vincennes Avenue; thence north along the west line of the alley to the north line of Lot 45 in Block 89 of Washington Heights Subdivision; thence west along the north line of Lot 45 to a point 3 feet east of the centerline of Vincennes Avenue; thence north parallel with the centerline of Vincennes Avenue to the north line of Waseca Place; thence east along the north line of Waseca Place to the west line of the alley east of Vincennes Avenue; thence north along the west line of the alley to the south line of Monterey Avenue; thence east along the south line of Monterey Avenue to the west line of Lot 10 in Block 66 of Washington Heights Subdivision; thence south along the west line of said Lot 10 to the north line of the alley south of Monterey Avenue; thence east along the north line of the alley to the west line of Davol Street; thence north along the west line of Davol Street to the south line of Monterey Avenue; thence east along the south line of Monterey Avenue to the west line of the Chicago Rock Island and Pacific Railroad; thence north along the west line of the Chicago Rock Island and Pacific Railroad to the south line of Pryor Avenue; thence west along the south line of Pryor Avenue to the east line of Ashland Avenue; thence south along the east line of Ashland Avenue to the north line of Monterey Avenue; thence west along the north line of Monterey Avenue to a point 3 feet east of the centerline of Vincennes Avenue; thence north parallel with the centerline of Vincennes Avenue to the centerline of 107th Street; thence east along the centerline of 107th Street to the east line of the Chicago Rock Island and Pacific Railroad; thence south along the east line of the Chicago Rock Island and Pacific Railroad to the south line of Lot 39 in Willis M. Hirt's Subdivision; thence east along the south line of said Lot 39 to the west line of Glenroy Avenue; thence south along the west line of Glenroy Avenue to the south line of 108th Street; thence west

along the south line of 108th Street to the east line of Bishop Street; thence south along the east line of Bishop Street to the west line of Illinois Route 57; thence north along the west line of Illinois Route 57 to the west line of Loomis Street; thence north along the west line of Loomis Street to the westerly extension of the north line of the alley north of 107th Place; thence east along the north line of the alley and its extension to the east line of Lot 21 in Block 2 of Hildebrand's Subdivision; thence north along the east line of said Lot 21 to the centerline of 107th Street; thence east along the centerline of 107th Street to a point 3 feet east of the centerline of Halsted Street; thence north parallel with the centerline of Halsted Street to the south line of Lot 33 in Block 41 of East Washington Heights Subdivision; thence east along the south line of said Lot 33 to the west line of the alley east of Halsted Street; thence north along the west line of the alley to the south line of 102nd Street; thence west along the south line of 102nd Street to a point 3 feet east of the centerline of Halsted Street; thence north parallel with the centerline of Halsted Street to the north line of 100th Street; thence east along the north line of 100th Street to the west line of the alley east of Halsted Street; thence north along the west line of the alley to the north line of Lot 44 in Block 24 of East Washington Heights Subdivision; thence west along the north line of said Lot 44 to a point 3 feet east of the centerline of Halsted Street; thence north parallel with the centerline of Halsted Street to the north line of 95th Street; thence east along the north line of 95th Street to the west line of Emerald Avenue; thence north along the west line of Emerald Avenue to the south line of the alley north of 95th Street; thence west along the south line of the alley to a point 3 feet east of the centerline of Halsted Street; thence north parallel with the centerline of Halsted Street to 91st Street; thence west along 91st Street to Halsted Street; then running north on Halsted Street to the south line of 75th Street; then running west along the south line of 75th Street to a line 629.64 feet east of the east line of Laflin Street; then south along the said line 629.64 feet east of the east line of Laflin Street to the north line of 76th Street; then west along the north line of 76th Street to the east line of Laflin Street; then north along the east line of Laflin Street to the south line of 75th Street; then west along the south line of 75th Street and 75th Street extended to Western Avenue; then running south on Western Avenue to 76th Street; then running west on 76th Street and 76th Street extended to Rockwell Street extended south; then running south on Rockwell Street extended to 79th Street; then running west on 79th Street to Columbus Avenue; then running northeast on Columbus Avenue to 77th Street; then running west on 77th Street to St. Louis Avenue; then running north on St. Louis Avenue to 75th Street; then running west on 75th Street to the east line of Central Park Avenue extended south; then running north along the east line of Central Park Avenue extended and Central Park Avenue to 74th Street; then running east on 74th Street to Homan Avenue; then running north on Homan Avenue to 73rd Street; then running east on 73rd Street to Kedzie Avenue; then running south on Kedzie Avenue to 74th Street; then running east on 74th Street to the west side of Rockwell Street; then running north on the west side of Rockwell Street to Lithuanian Plaza Court; then running east on Lithuanian Plaza Court to Western Avenue; then running south on Western Avenue to 71st Street; then running west on 71st Street to the east side of Rockwell Street; then running north on the east side of Rockwell Street to the first alleyway west of Western Avenue; then running north along said alleyway to the first alleyway south of Lithuanian Plaza Court; then running west along said alleyway to the centerline of Rockwell Street; then running south along the centerline of Rockwell Street to the north line of 75th Street extended west; then running east along the north line of 75th Street extended to Damen Avenue; then running north on Damen Avenue to 71st Street; then running east on 71st Street to Ashland Avenue; then running north on Ashland Avenue to the south side of 63rd Street; then running west on the south side of 63rd Street to Washtenaw Avenue; then running south on Washtenaw Avenue to 64th Street; then running west on 64th Street to Fairfield Avenue; then running north on Fairfield Avenue to the north side of 63rd Street; then running east on the north side of 63rd Street to the west side of Western Avenue; then running north on the west side of Western Avenue to 49th Street (extended) and west to California Avenue; running north on California Avenue to 48th Street; running east on 48th Street to Fairfield

Avenue; running north on Fairfield Avenue to 47th Street; running east on 47th Street to Talman Avenue; running south on Talman Avenue to 48th Street; running east on 48th Street to Campbell Avenue; then running north on Campbell Avenue to the first alleyway south of West 47th Place; then running east along said alleyway to the first alleyway west of Western Avenue; then running north along said alleyway to West 47th Place; then running east on West 47th Place to the east side of Western Avenue; running south on the east side of Western Avenue to 55th Street; then running east on 55th Street to Racine Avenue (See Attachment A)".

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the underlined language as follows:

"That Zone 6 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. It is a contiguous area entirely within the City of Chicago;
2. It comprises [~~11.388~~] 11.395 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. It is a depressed area as shown by census tract data, and other data; and
4. It satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Economic Opportunity."

SECTION 3. The recitals hereto are expressly incorporated herein and are made a part of this ordinance as though fully set forth herein.

SECTION 4. That Attachment A of the Designating Ordinance is hereby deleted and replaced with the new Attachment A attached hereto and hereby incorporated herein.

SECTION 5. The modification of the boundaries of Zone 6 provided herein shall not be effective unless the State approves such modification, and unless and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Ordinance shall apply to this expanded area.

SECTION 6. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

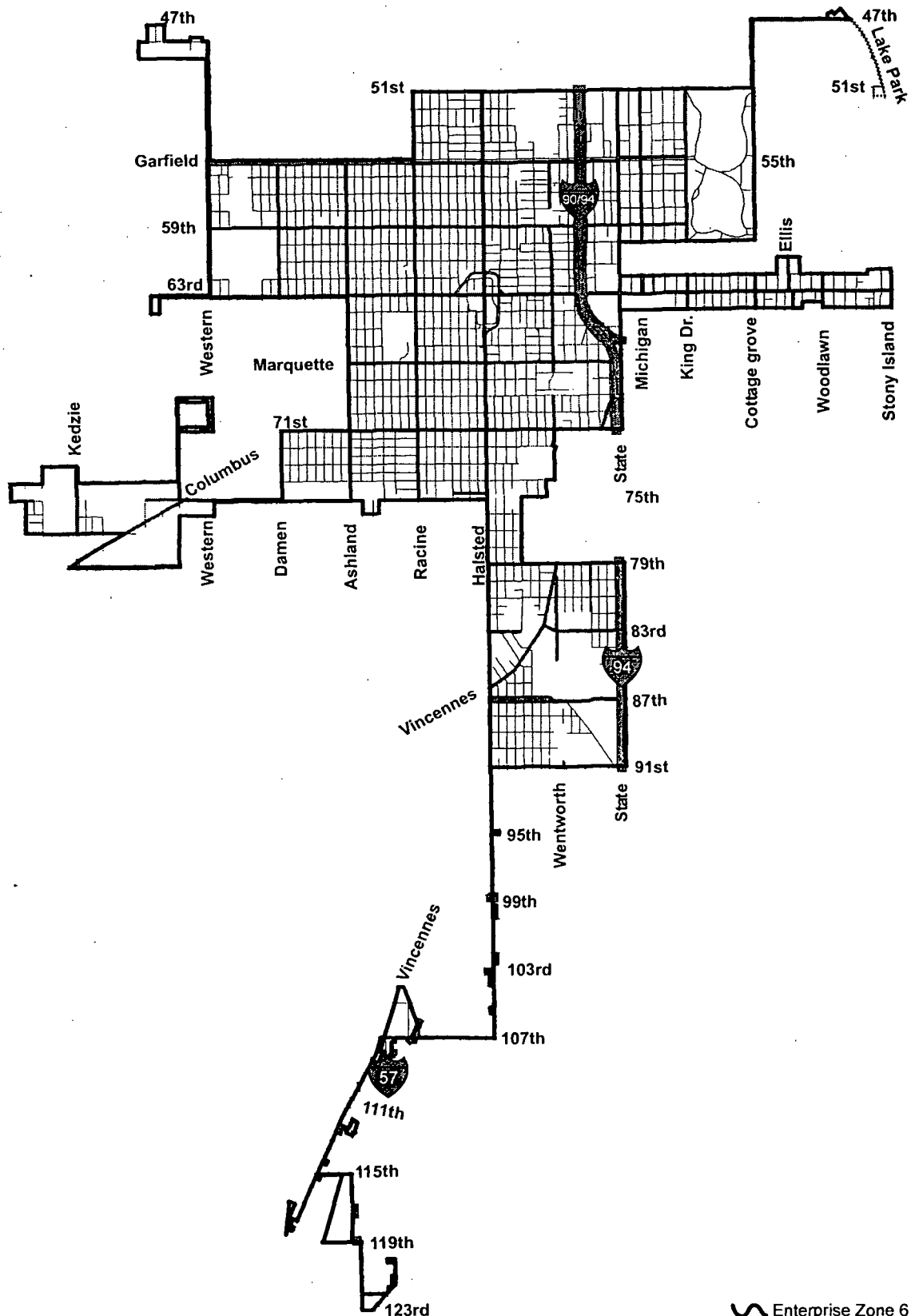
SECTION 7. The Commissioner of the Department of Housing and Economic Development (the "Commissioner"), as Zone Administrator for the City of Chicago or a designee of the Commissioner, is hereby authorized to make a formal written application to DCEO and to supply other information as needed to have this amendment to Enterprise Zone 6 approved and certified by the State.

SECTION 8. This ordinance shall be effective from and after its passage and approval.

"ATTACHMENT A"

(See attached page)

Enterprise Zone 6 - Expansion



Enterprise Zone 6 - Existing

Enterprise Zone 6 - Expansion



Office of the City Clerk



O2013-943

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Amendment of Annual Appropriation Ordinance within Fund No. 925
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 amendment..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

James H. Jones

ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2013 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City, through its Department of Transportation has been awarded additional state grant funds in the amount of \$200,000 from the Illinois Department of Commerce and Economic Opportunity ("DCEO") which shall be used for DCEO projects; now, therefore,

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

SECTION 1. The sum of \$200,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 - Grant Funds for the year 2013. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A

AMENDMENT TO THE 2013 APPROPRIATION ORDINANCE

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT	STRIKE AMOUNT	ADD AMOUNT
ESTIMATE OF GRANT REVENUE FOR 2013							
	Awards from Agencies of the State of Illinois	\$214,339,000	\$214,539,000				
925 - Grant Funds							
84	Department of Transportation:						
	Department of Commerce & Economic Opportunity (DECO)	\$ 3,260,000	\$3,460,000			\$ 3,260,000	\$3,460,000



Office of the City Clerk



O2013-1002

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for West Town to construct elevated rail line along Bloomingdale Ave between Ashland Ave and Ridgeway Ave
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation

SP. EV.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Finance ("DOF") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the City wishes to acquire an approximately 2,743 square foot property at the intersection of Milwaukee Avenue and Leavitt Street with a common address of 1759 North Milwaukee Avenue, Chicago, Illinois ("Property") and intends to construct thereon an access point to a planned multi-use recreation trail to be constructed on an elevated rail line along Bloomingdale Avenue between Ashland Avenue and Ridgeway Avenue (the "Project"), all as described in Exhibit A; and

WHEREAS, the City wishes to pay for all or part of the acquisition costs of the Property, in the amount described on Exhibit A, from the proceeds of the Open Space Fees collected by DOF from the Community Area; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to

the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of HED (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to disburse Open Space Fees in an amount not exceeding the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount on Exhibit A from the West Town Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

EXHIBIT A

DESCRIPTION OF PROJECT

Address: Approximately 2,743 square foot parcel at the intersection of Milwaukee Avenue and Leavitt Street with a common address of 1759 North Milwaukee Avenue, Chicago, Illinois and identified as Property Index Number 14-31-502-001 (the "Property")

Community Area: West Town

Description of Project: Open Space Fees will be used to acquire the Property as an access point for the Bloomingdale Trail to be constructed on an elevated rail line along Bloomingdale Avenue between Ashland Avenue and Ridgeway Avenue for purposes of providing open space and recreational facilities to the residents of the Community Area.

Project Costs: Approximate costs associated with acquiring the Property as follows:

Acquisition costs	85,000
Administration costs	<u>10,000</u>
TOTAL	\$95,000

Amount of Open Space Fees: \$95,000



Office of the City Clerk



O2013-888

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Expenditure of open space impact fee funds for Loop Riverwalk on main branch of Chicago River
Committee(s) Assignment:	Committee on Special Events, Cultural Affairs and Recreation



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the expenditure of Open Space Impact Fee Funds.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the Department of Revenue ("DOR") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309-11 of the Journal of the Proceedings of the City Council of the same date; and

WHEREAS, the City Department of Transportation ("CDOT"), has proposed the implementation of a project to create an open space and recreational facilities in the Community Area listed on Exhibit A and providing access to the Chicago River (the "Project"); and

WHEREAS, the Project is in accordance with the plan entitled the "Chicago River Corridor Development Plan" to create a riverwalk on the main branch of the Chicago River; and

WHEREAS, HED wishes to make available to CDOT proceeds from the Open Space Fees collected by DOR in an amount described on Exhibit A for the purpose of funding the Project which will provide open space and recreational facilities for the benefit of the residents of the Community Area described on Exhibit A; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, CDOT has agreed to use the proceeds from the Open Space Fees, in the amounts set forth on Exhibit A, to pay for capital improvements relating to the Project; and

WHEREAS, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOR for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth on Exhibit A through this ordinance; and

WHEREAS, HED has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees, as proposed on Exhibit A, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes set forth on Exhibit A.

SECTION 3. Open Space Fees in an amount not to exceed \$400,000 from the Loop Community Area are hereby appropriated to CDOT for the Project.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A
Description of Project

Department of Transportation Project

Chicago Riverwalk

Address:	South Bank of the Chicago River from State Street to Lake Street
Community Area:	Loop
Project Description:	Design engineering of the riverwalk
Amount of Open Space Fees:	\$400,000



Office of the City Clerk



A2013-16

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of John S. Toumplis as member of Special Service Area No. 2, Belmont Central Commission, The
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

FIN.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I have reappointed John S. Toumplis as a member of Special Service Area No. 2, the Belmont Central Commission, for a term effective immediately and expiring September 14, 2017.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



Office of the City Clerk



A2013-19

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	2/13/2013
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Appointment
Title:	Reappointment of Tawyna N. Swan as member of Special Service Area No. 29, West Town Commission, The
Committee(s) Assignment:	Committee on Finance



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor

FIN-



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

I have reappointed Tawnya N. Swan as a member of Special Service Area No. 29, the West Town Commission, for a term effective immediately and expiring October 1, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor