



Office of the Chicago City
Clerk



O2012-3341

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date: 5/9/2012

Sponsor(s): Emanuel, Rahm (Mayor)

Type: Ordinance

Title: Acquisition of property at 1801 N Kimball Ave, 1808 N Whipple St and vacated Bloomingdale Ave various additional addresses

Committee(s) Assignment: Committee on Housing and Real Estate

HSC



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 9, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an acquisition of property.

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 City Council of the City (the "City Council") finds that there is a lack of sufficient open space in the City for recreational and aesthetic uses, and as a result there is a need to develop open spaces as parks, trails, gardens and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, the Chicago Plan Commission ("CPC"), the Chicago Park District and the City Council have previously prepared and approved that certain planning document entitled, "CitySpace: An Open Space Plan For Chicago," dated January 1998 (the "Open Space Plan"), which sets forth certain goals and objectives for increasing open space in the City; and

WHEREAS, the Open Space Plan sets a minimum standard of two acres of open space per 1,000 residents in a community area by 2010; and

WHEREAS, the Open Space Plan found that the Logan Square, Humboldt Park and West Town Community Areas all have less than the two acres of open space per 1,000 residents; and

WHEREAS, the CPC, on July 15, 2004, has also previously prepared and approved that certain Logan Square Open Space Plan which included a recommendation to "Create a Bloomingdale Linear Park"; and

WHEREAS, pursuant to the ordinance of the City Council adopted on June 12, 1872 (the "1872 Ordinance"), the Chicago and Pacific Railroad Company was granted the right to construct a railroad along then-existing Bloomingdale road (or street) and certain other to-be-acquired properties for purposes of its railroad operations, pursuant to which it subsequently constructed certain street-level railroad tracks; and

WHEREAS, pursuant to the ordinance of the City Council adopted on June 27, 1910, (the "1910 Ordinance," and together with the 1872 Ordinance, the "Bloomingdale Line Ordinances"), the Chicago, Milwaukee and St. Paul Railway Company ("CM&SPRC"), as successor to Chicago and Pacific Railroad Company, was required and ordered to elevate such street-level rail tracks and railway operations, and was authorized to occupy and use certain described portions of then-existing Bloomingdale Road (as more particularly described in the 1910 Ordinance, the "Bloomingdale Rail Line Property") for purposes of constructing an embankment and then relocating such street-level tracks and railway operations onto such embankment; and

WHEREAS, CM&SPRC subsequently constructed such embankment, relocated its rail tracks and railway operations onto such embankment, and for many decades operated over the Bloomingdale Rail Line Property; and

WHEREAS, the Soo Line Railroad Company, doing business as Canadian Pacific Railway, ("Canadian Pacific"), has succeeded to the CM&SPRC's interest in the Bloomingdale Rail Line Property; and

WHEREAS, Canadian Pacific no longer services customers along or actively operates over the Bloomingdale Rail Line Property and intends to seek written approval from the National Surface Transportation Board ("NSTB") and any other federal or state regulatory authority having jurisdiction over Canadian Pacific's operations, to abandon rail service over the Bloomingdale Rail Line Property, extending from the west line of the north/south Union Pacific Railroad right of way to the east of the Kennedy Expressway on the east, to the western right of way boundary line of North Lawndale Avenue on the west, as depicted in Exhibit A to this ordinance (such Bloomingdale Rail Line Property, as to be more particularly described upon receipt of final title commitments and surveys, the "Property"); and

WHEREAS, the City, acting by and through its Department of Transportation ("CDOT"), desires to purchase Canadian Pacific's right, title and interest in embankment, any viaducts and the Property for One Dollar (\$1.00); and

WHEREAS, thereafter, CDOT, in cooperation with the Department of Housing and Economic Development ("DHED"), the Chicago Park District, and the Trust For Public Lands, shall redevelop, landscape and convert the Bloomingdale Rail Line into a linear public park (the "Bloomingdale Trail Park"); and

WHEREAS, Canadian Pacific is willing to sell the Property to the City for One Dollar (\$1.00), subject to the parties entering into a Purchase and Sale Agreement in substantially the form of Exhibit B to this ordinance (the "Purchase and Sale Agreement"), and subject to Canadian Pacific's reservation of certain retained rights, as more particularly set forth in the form of deed attached as Appendix 1 to the Purchase and Sale Agreement; and

WHEREAS, in connection with the development and operation of Bloomingdale Trail Park, the City, acting through the Commissioner of Transportation (together with his or her designee, the "Commissioner") may find it necessary or appropriate to acquire permanent or temporary interests in certain adjacent real property, or real property in close proximity to Bloomingdale Trail Park, in order to establish access and entry points to such park, to secure the perimeter of such park, to locate or relocate existing easements, to improve and maintain the existing embankment and viaducts, and to make certain other improvements necessary or appropriate to the development and operation of Bloomingdale Trail Park, which may include, without limitation, acquiring the parcels of real property or a portion thereof, or real property interests therein, (all such real property, or interests therein, the "Acquisition Parcels") described in Exhibit C to this ordinance; and

WHEREAS, the City Council finds that the taking of the Acquisition Parcels shall be for the public use and public purpose of developing and operating Bloomingdale Trail Park and, after acquiring such Acquisition Parcels, the City shall thereafter own and control such Acquisition Parcels (or by intergovernmental agreement, permit another governmental entity to own, lease or otherwise control the use of one or more of such Acquisition Parcels), all as

authorized under the Eminent Domain Act, 735 ILCS 30/1-1-1 et seq. (the "Eminent Domain Act") and, in particular, 735 ILCS 30/5-5-5(b); and

WHEREAS, from time to time in connection with the implementation of Projects, the City may find it necessary to acquire Acquisition Parcels for other public uses and public purposes authorized under Section 30/5-5-5 of the Eminent Domain Act; and

WHEREAS, the City has determined that the acquisition of such Acquisition Parcels for Bloomingdale Trail Park shall be useful, advantageous or desirable for municipal purposes and the public welfare, within the meaning and authority of 65 ILCS 5/11-61-1, which purposes and public welfare include, among other things, creating additional park and open space in the Logan Square, Humboldt Park, and West Town Community Areas; and

WHEREAS, by the passage of this ordinance, the City, acting through CDOT and the Corporation Counsel, shall have the authority to order appraisals, to perform environmental site assessments (including, without limitation, samplings and borings), to send offer letters, to negotiate with owners of prospective Acquisition Parcels, to enter into purchase and sale agreements with such owners, to institute and prosecute eminent domain proceedings for the purpose of acquiring title (or clearing title) to Acquisition Parcels, including, if necessary, through quick-take proceedings authorized under the Eminent Domain Act, and to take all such other actions as may be reasonably necessary or appropriate to enable the City to acquire the Acquisition Parcels (all such authorized actions, the "Acquisition Authority Actions"), time being of the essence; and

WHEREAS, in connection with the development and operation of Bloomingdale Trail Park, it may also be necessary or be desirable for the City to enter into encroachment agreements, party wall agreements, easement agreements, license agreements, rights of entry, and other land use agreements with owners whose existing properties or existing improvements abut or encroach the Property and the future Bloomingdale Trail Park, in order to (a) improve and maintain the existing embankment and viaducts, (b) mitigate the need for the removal of existing improvements that may encroach upon the Property, where such encroachments do not materially and adversely impact the development and operation of Bloomingdale Trail Park and will not give rise to adverse possession claims or similar possessory or equitable claims that would impair the City's title to the Bloomingdale Rail Line Property, and (c) when feasible, provide for the continued use of such existing properties in a manner compatible with the development and operation of Bloomingdale Trail Park (such agreements, "Adjacent Property Use Agreements"); now, therefore;

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The City's purchase of the Property from Canadian Pacific for One Dollar (\$1.00), subject to the execution by the City and Canadian Pacific of the Purchase and Sale Agreement, is hereby approved.

SECTION 3. The Commissioner is hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver the Purchase and Sale Agreement and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of thereof, or otherwise related to the acquisition of the Property, the development and operation of Bloomingdale Trail Park, and the construction of the improvements ancillary thereto, all with such changes, deletions and insertions as shall be approved by the Commissioner, with the approval of the Corporation Counsel, including, without limitation, in order to: (a) obtain the NSTB's approval and any other necessary governmental approvals (and to pay the cost of obtaining any such approvals, as more particularly described in Paragraph 7 of the Purchase and Sale Agreement, subject to the Sixty Thousand and No/100 Dollar (\$60,000) cap set forth therein); (b) terminate existing advertising, billboards and signage, (and to reimburse Canadian Pacific for its reasonably incurred breakages costs, as more particularly described in Paragraph 8 of the Purchase and Sale Agreement, subject to the Forty-Five Thousand and No/100 Dollar (\$45,000) cap set forth therein); and (c) reach agreement with Qwest Communications Corporation ("Qwest") concerning the continued existence of certain existing subsurface fiber optic lines located under the Property, which shall be relocated during the construction of the Bloomingdale Trail Park. In connection with the agreement with Qwest described in clause (c) of the preceding sentence, the Commissioner shall have authority to enter into a license agreement to permit the continued existence of such fiber optic lines, at no expense to the City, for a period that shall not extend past December 31, 2023.

SECTION 4. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire such Acquisition Parcels as may be necessary or appropriate for the public use and public purpose of designing, developing, constructing, and operating Bloomingdale Trail Park, which Acquisition Parcels shall either be under public ownership and control, or shall otherwise be held in accordance with and subject to the requirements of the Eminent Domain Act. The Commissioner is authorized to determine whether the acquisition of an entire Acquisition Parcel, or a portion thereof, or a real property interest therein, is necessary for the development and operation of Bloomingdale Trail Park.

SECTION 5. The Commissioner and the Corporation Counsel is each hereby authorized to negotiate with owners of Acquisition Parcels for the purchase of the Acquisition Parcels, or a portion thereof, or a real property interest therein.

SECTION 6. If the Commissioner and the Corporation Counsel are able to agree with the owner(s) of an Acquisition Parcel upon the price to be paid for such Acquisition Parcel, or a portion thereof, or a real property interest therein, the Commissioner, subject to the approval of the Corporation Counsel, is authorized to purchase the Acquisition Parcel, or a portion thereof, or a real property interest therein, in the name of and on behalf of the City for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Commissioner and the Corporation Counsel are unable to agree with the owner(s) of an Acquisition Parcel on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute eminent domain proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcel, or a portion thereof, or a real property interest therein, under the City's power of eminent domain. In connection with

any such acquisitions, the Commissioner and the Corporation Counsel shall be authorized to take all necessary or appropriate Acquisition Authority Actions.

SECTION 7. Subject to the approval of the Corporation Counsel, the Commissioner is authorized to execute such documentation as may be necessary to develop and operate Bloomingdale Trail Park, to implement the provisions of this ordinance, and to take the Acquisition Authority Actions. Such authorization shall include, without limitation, the right to enter into Adjacent Property Use Agreements, subject to customary terms and conditions, including indemnification by and of the City, as may be applicable, subject to the approval of the Corporation Counsel. Where required by applicable law, the Mayor and City Clerk shall join in the execution of the documents and instruments authorized by this ordinance.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments: Exhibit A - Depiction of Real Property
Exhibit B - Purchase and Sale Agreement
Exhibit C - Acquisition Parcels

EXHIBIT A

DEPICTION OF PROPERTY

[SEE ATTACHMENT, SUBJECT TO FINAL TITLE COMMITMENT AND SURVEY]

PROPERTY IDENTIFICATION NUMBERS:	COUNTY:	TOTAL SHEETS:	SHEET NO.:
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	29	18
AREA: WA	WORK ORDER:		

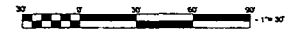
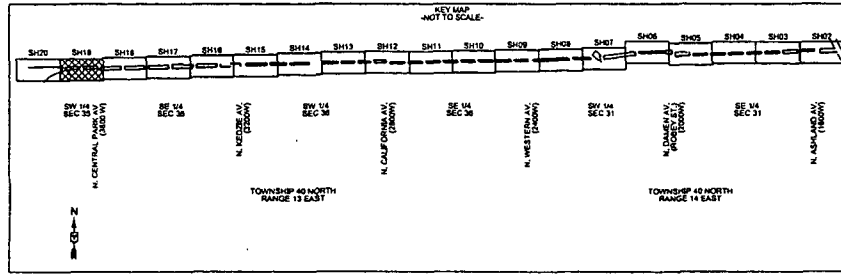
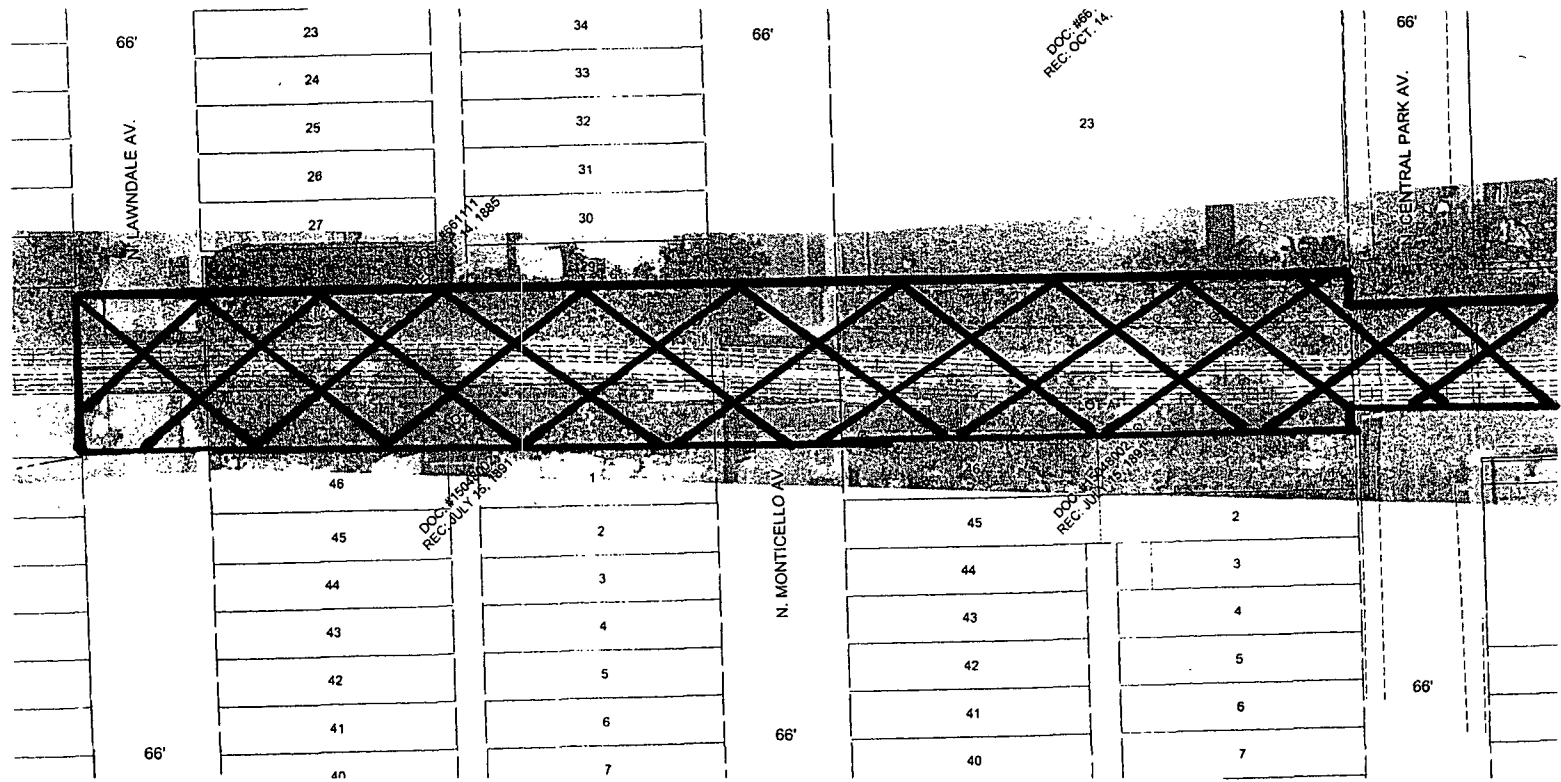


EXHIBIT A - DEPICTION OF REAL PROPERTY



	Bloomington Rail Line Property
	Acquisition Parcels

BLOOMINGDALE TRAIL CITY OF CHICAGO, IL	NO.	BY	DATE	DESCRIPTION
	REVISIONS			
DYNAMIS GROUP 205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606				DRAWN: JED CHECKED: JAM APPROVED: ECHEN DATE: 09/18/12 SCALE: 1" = 30' CONTRACT NO.: PROJECT NO.: 00911158

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	18
AREA: MA	WORK ORDER		

EXHIBIT A - DEPICTION OF REAL PROPERTY

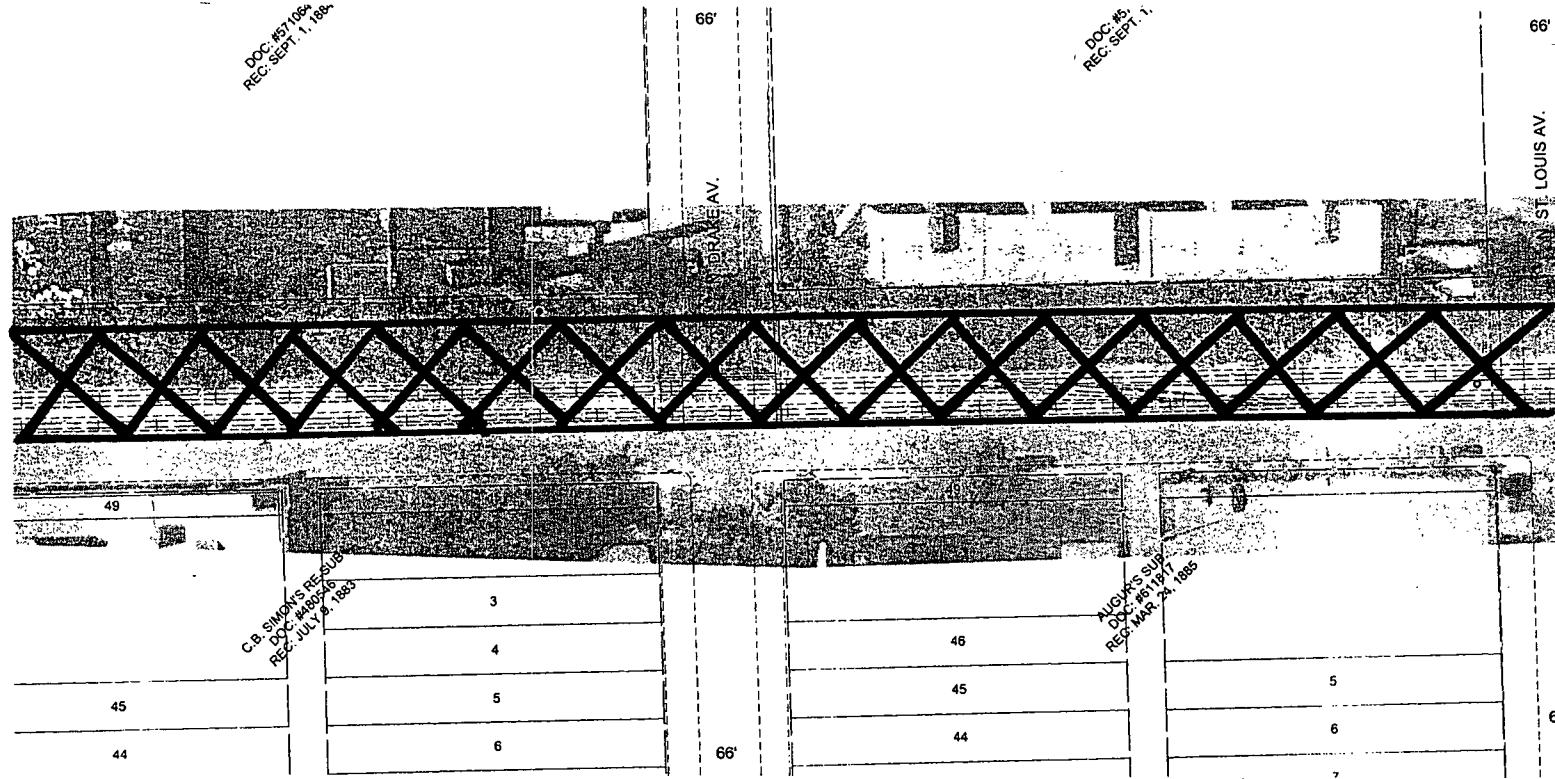


REAL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



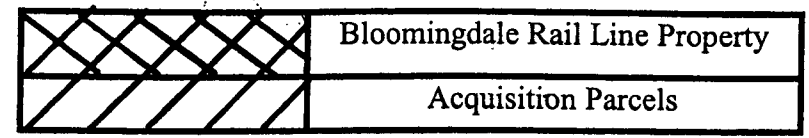
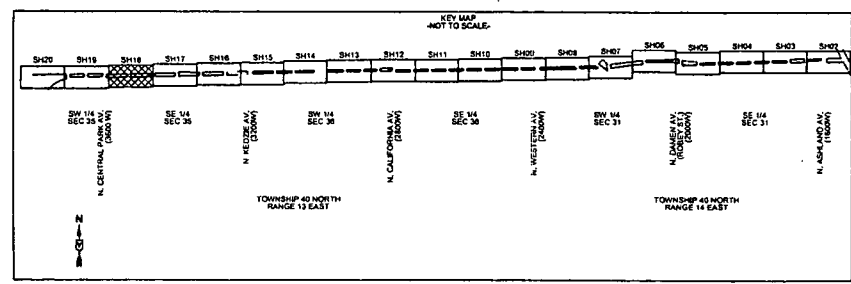
DOC. #571066
REC. SEPT. 1, 1888

DOC. #5
REC. SEPT. 1,



C.B. SIMONS RES. SUB
DOC. #40240
REC. JULY 8, 1883

AUGUST SUB
DOC. #6187
REC. MAR. 24, 1888

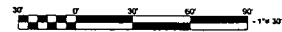


BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

NO.	BY	DATE	DESCRIPTION	REVISIONS

DRAWN: TEG	 205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60608 PROJECT NO. DGR1118
CHECKED: JAB	
APPROVED: ZCHEN	
DATE: 05/19/12	
SCALE: 1" = 30'	
CONTRACT NO.	

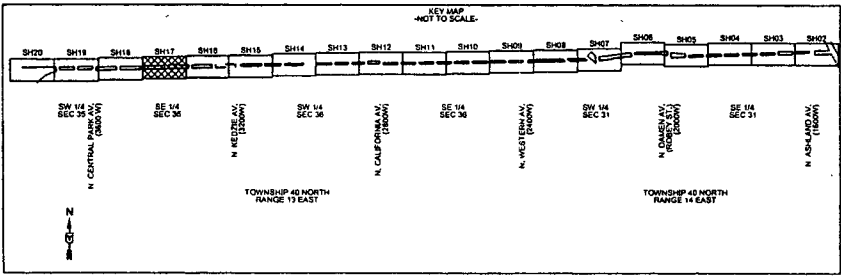
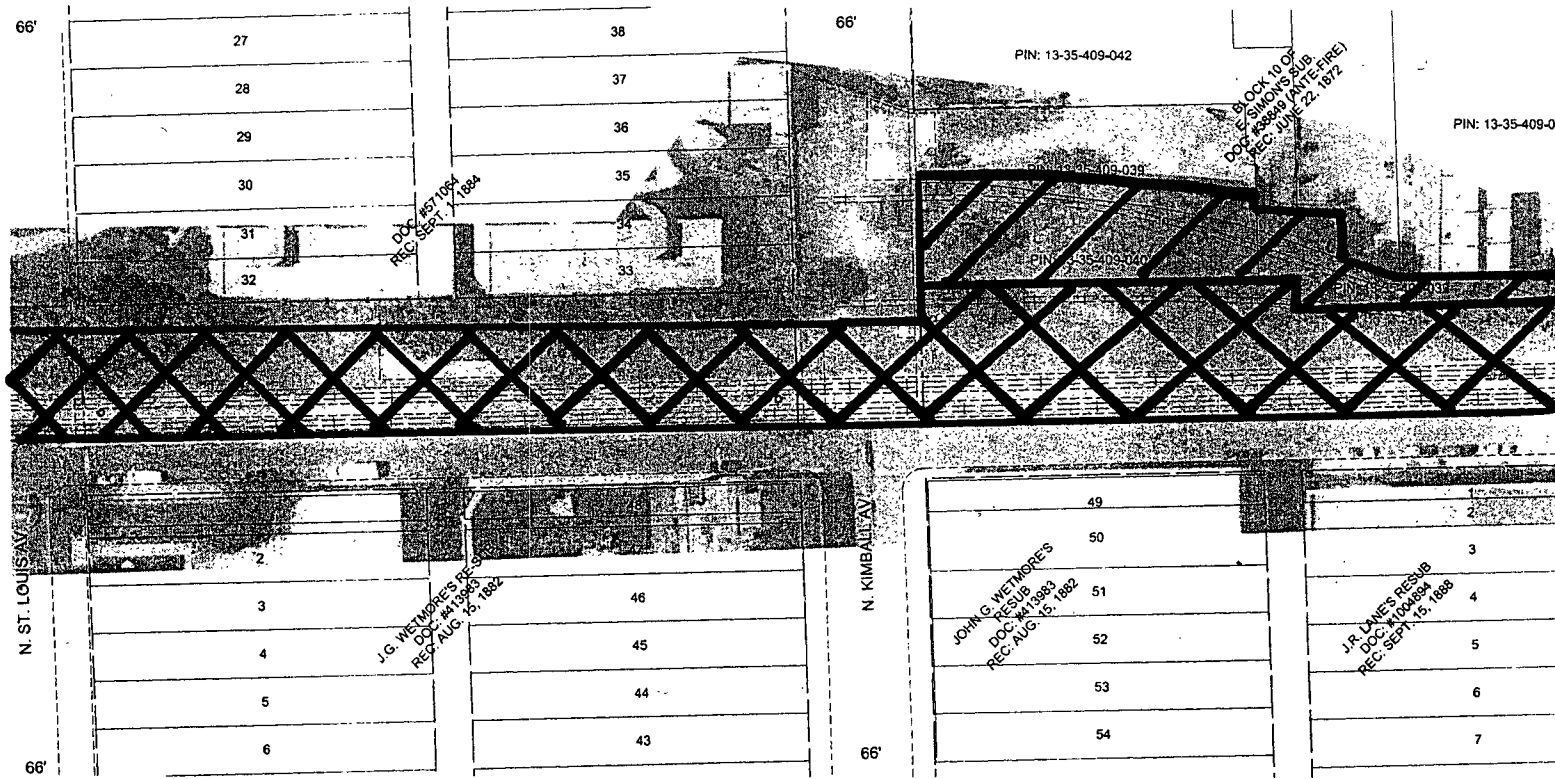
PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	20	12
AREA: N/A	WORK ORDER		



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



EXHIBIT A - DEPICTION OF REAL PROPERTY

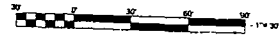


	Bloomington Rail Line Property
	Acquisition Parcels

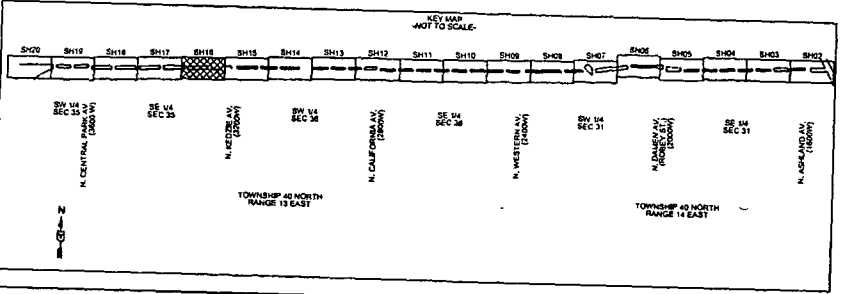
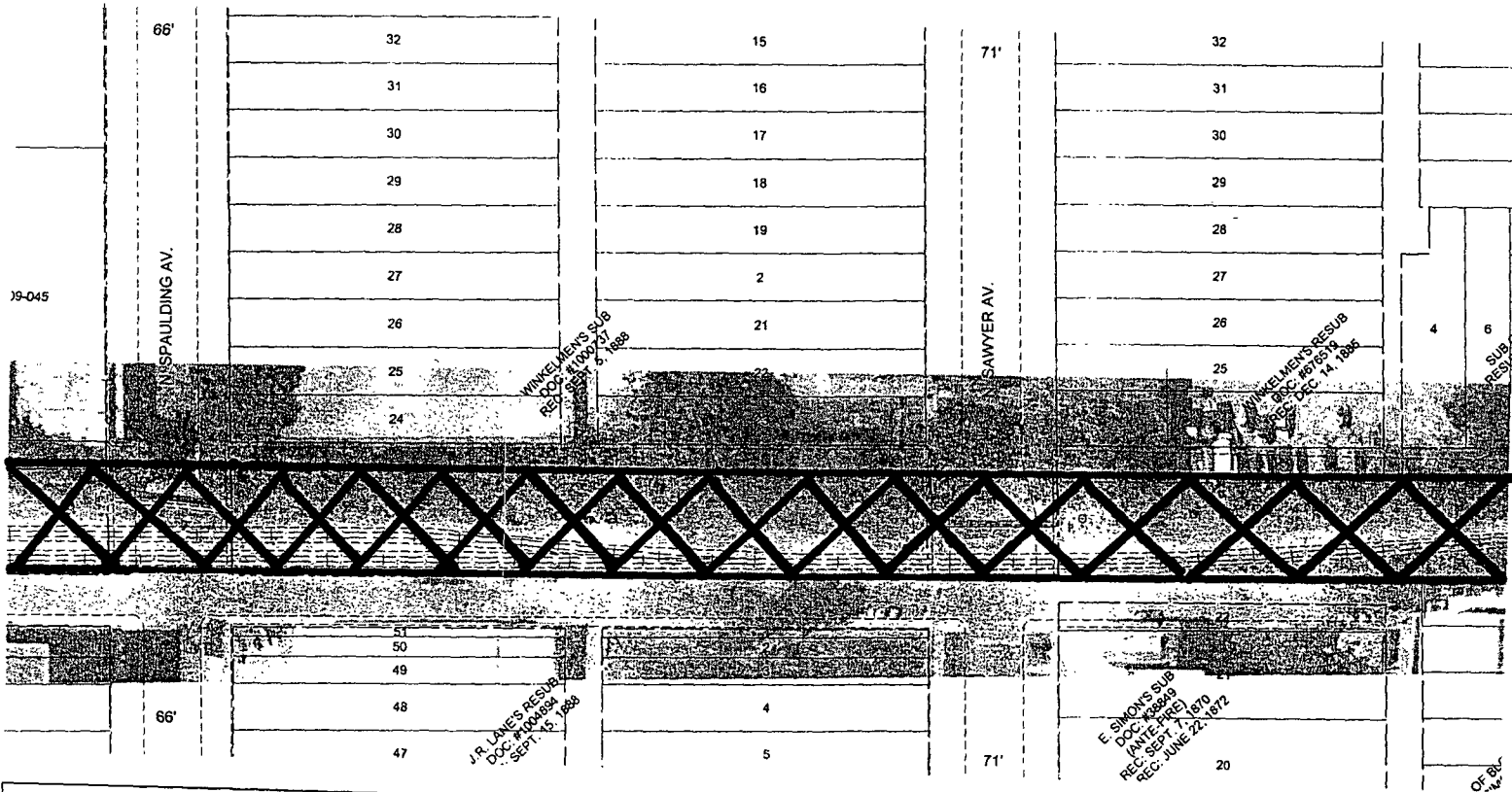
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APPROVED: ECHEN		DATE: 8/6/2012		
SCALE: 1" = 30'		CONTRACT NO.		PROJECT NO: D0811188
REV.	BY	DATE	DESCRIPTION	REVISIONS

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SH. NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	11
AREA: N/A	WORK ORDER		



PLAT SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



Bloomington Rail Line Property
Acquisition Parcels

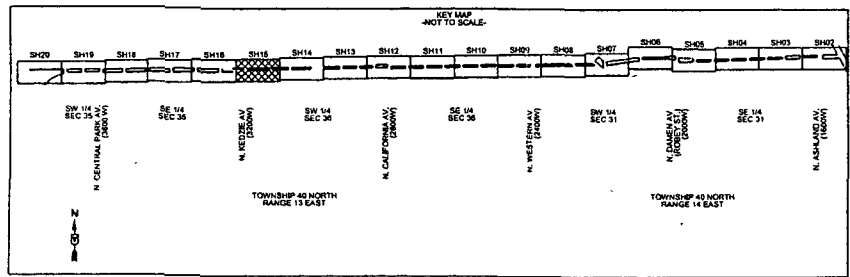
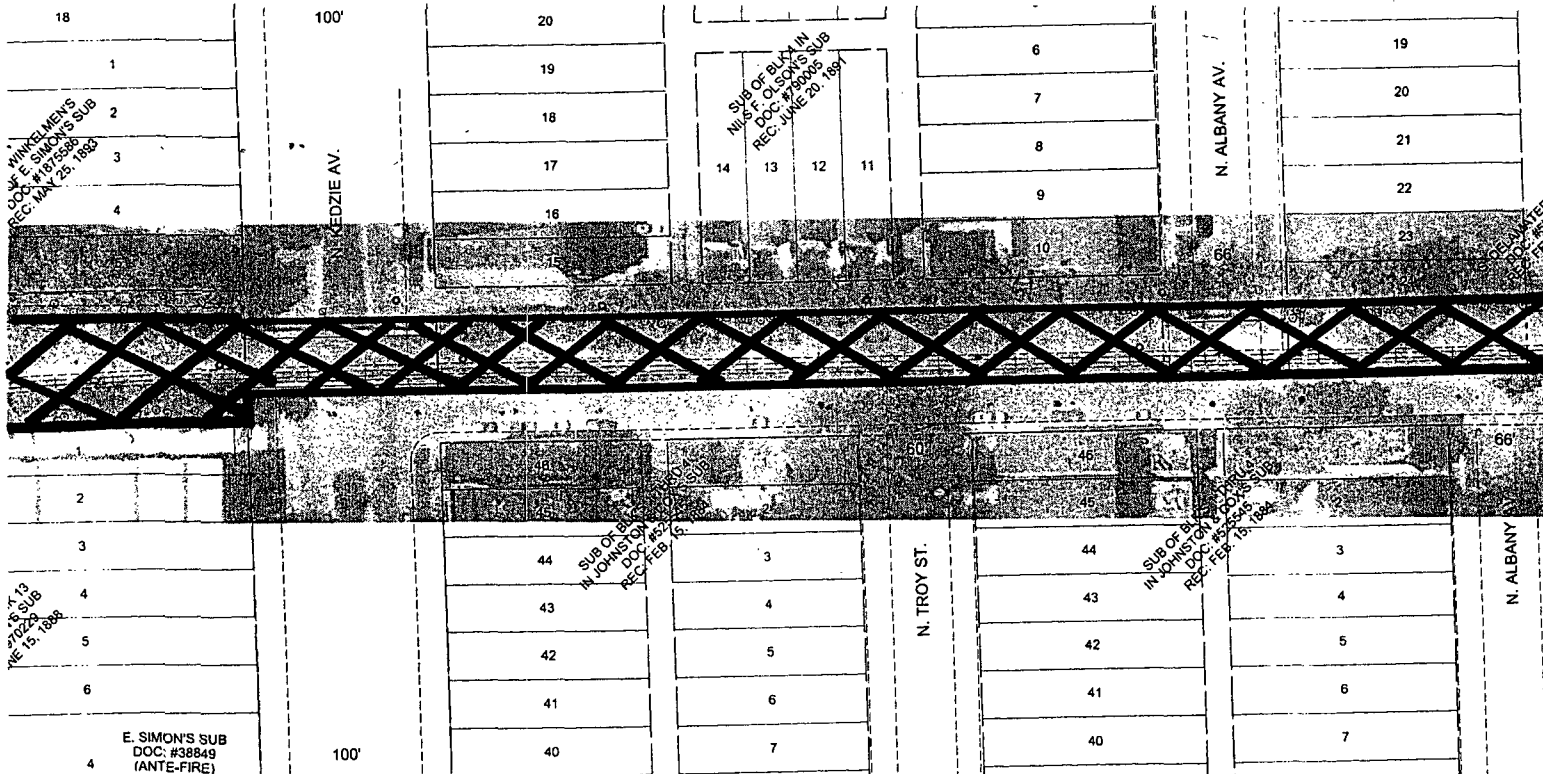
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CITY OF CHICAGO, IL			CHECKED: JAB	
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			DATE: 08/19/11	
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NO.	BY	DATE	DESCRIPTION	205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606
			REMARKS	CONTRACT NO. PROJECT NO. 02011188

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBERS	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	15
AREA: N/A	WORK ORDER		



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



Bloomington Trail City of Chicago, IL

Bloomington Rail Line Property

Acquisition Parcels

BLOOMINGDALE TRAIL CITY OF CHICAGO, IL			DRAWN: TED CHECKED: JIB APPROVED: ECHM	
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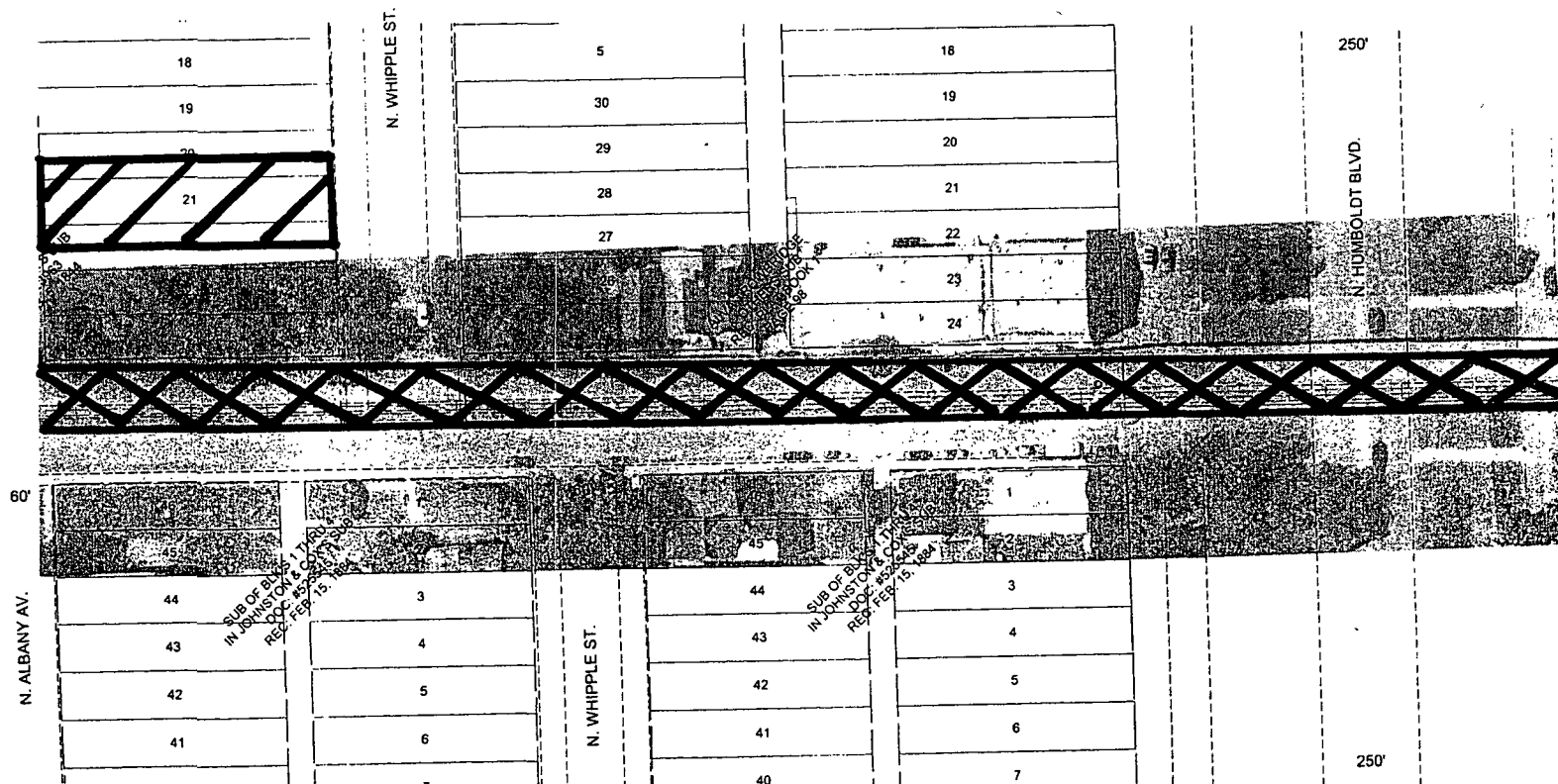
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VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20 / 24
AREA: NA	WORK ORDER	



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.

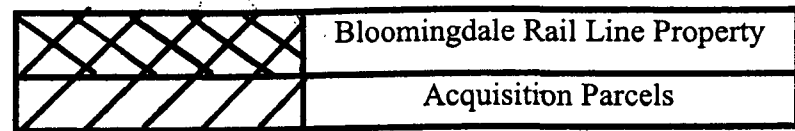
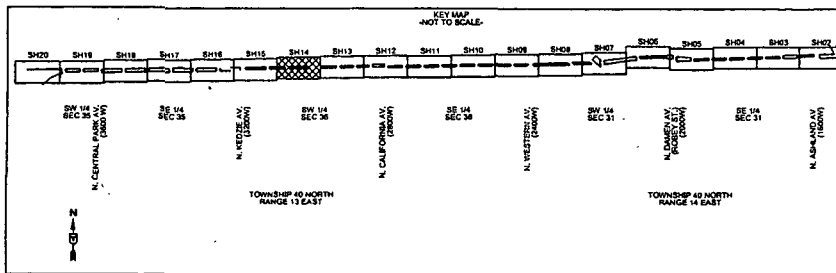


EXHIBIT A - DEPICTION OF REAL PROPERTY



SUB OF BLDG IN JOHNSTON & CO. REG. FEB. 15, 1904

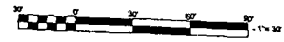
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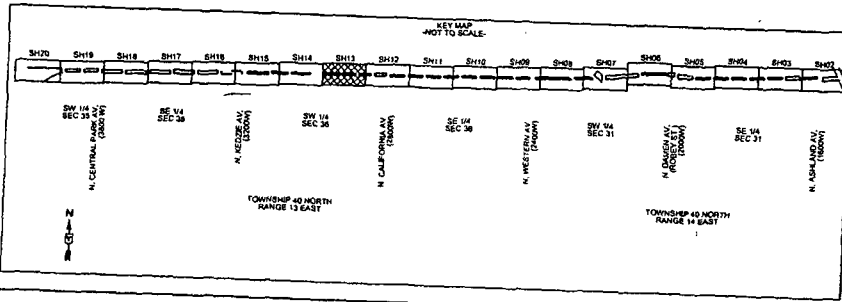
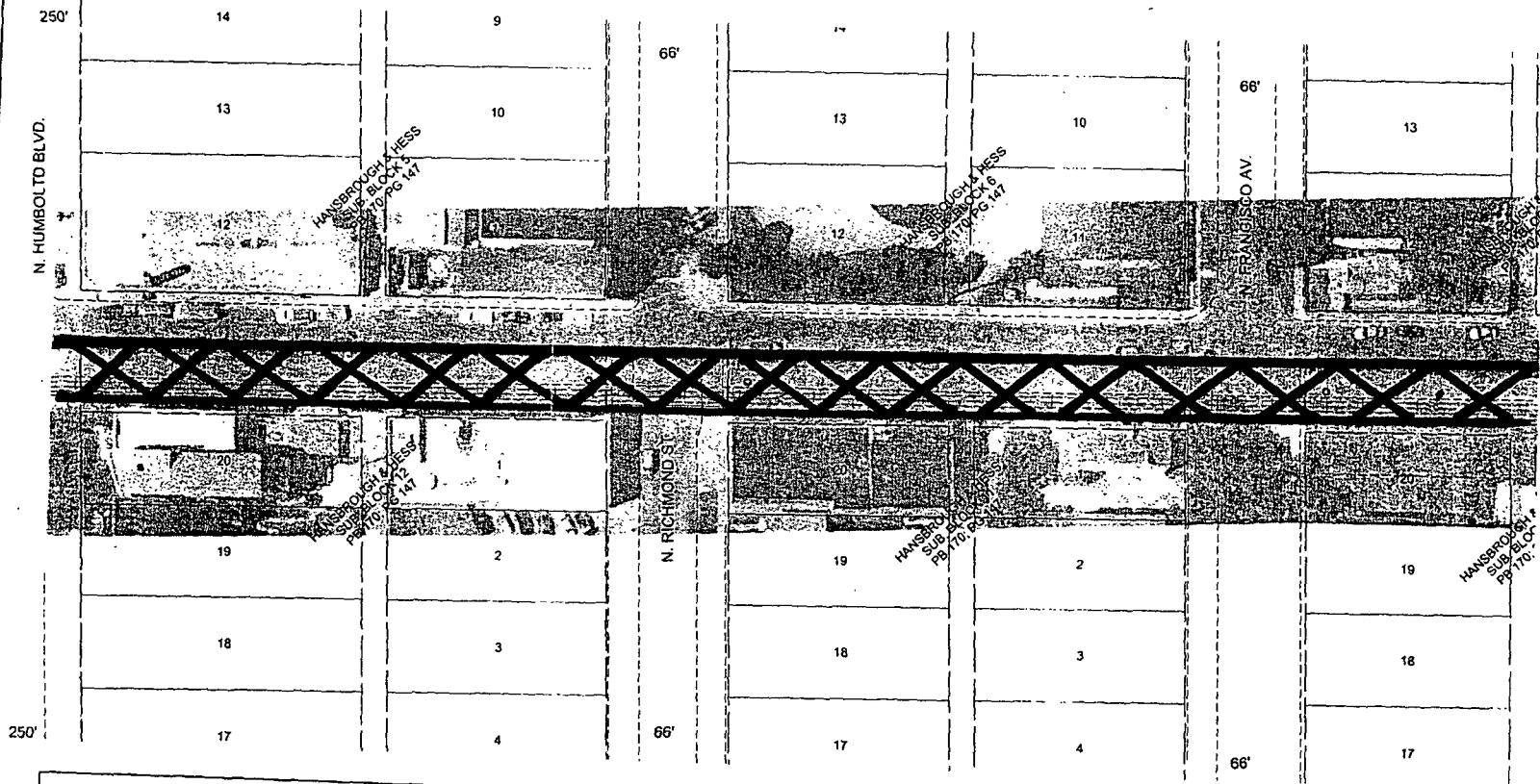
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			DATE: 09/19/12 SCALE: 1" = 30' CONTRACT NO.	
NO.	BY	DATE	DESCRIPTION	REVISIONS

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	26	13
AREA: NA	WORK ORDER		



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



Bloomingdale Rail Line Property
Acquisition Parcels

BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

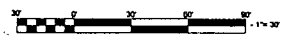
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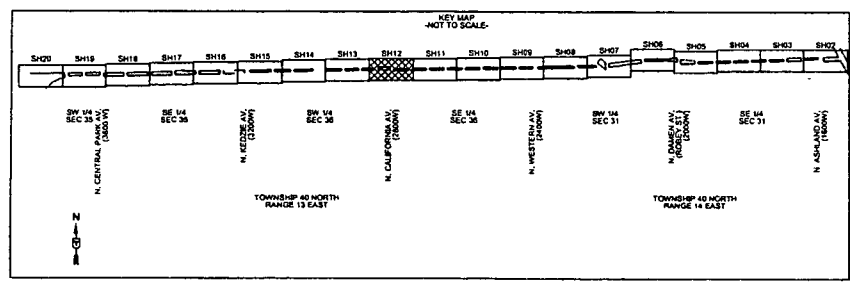
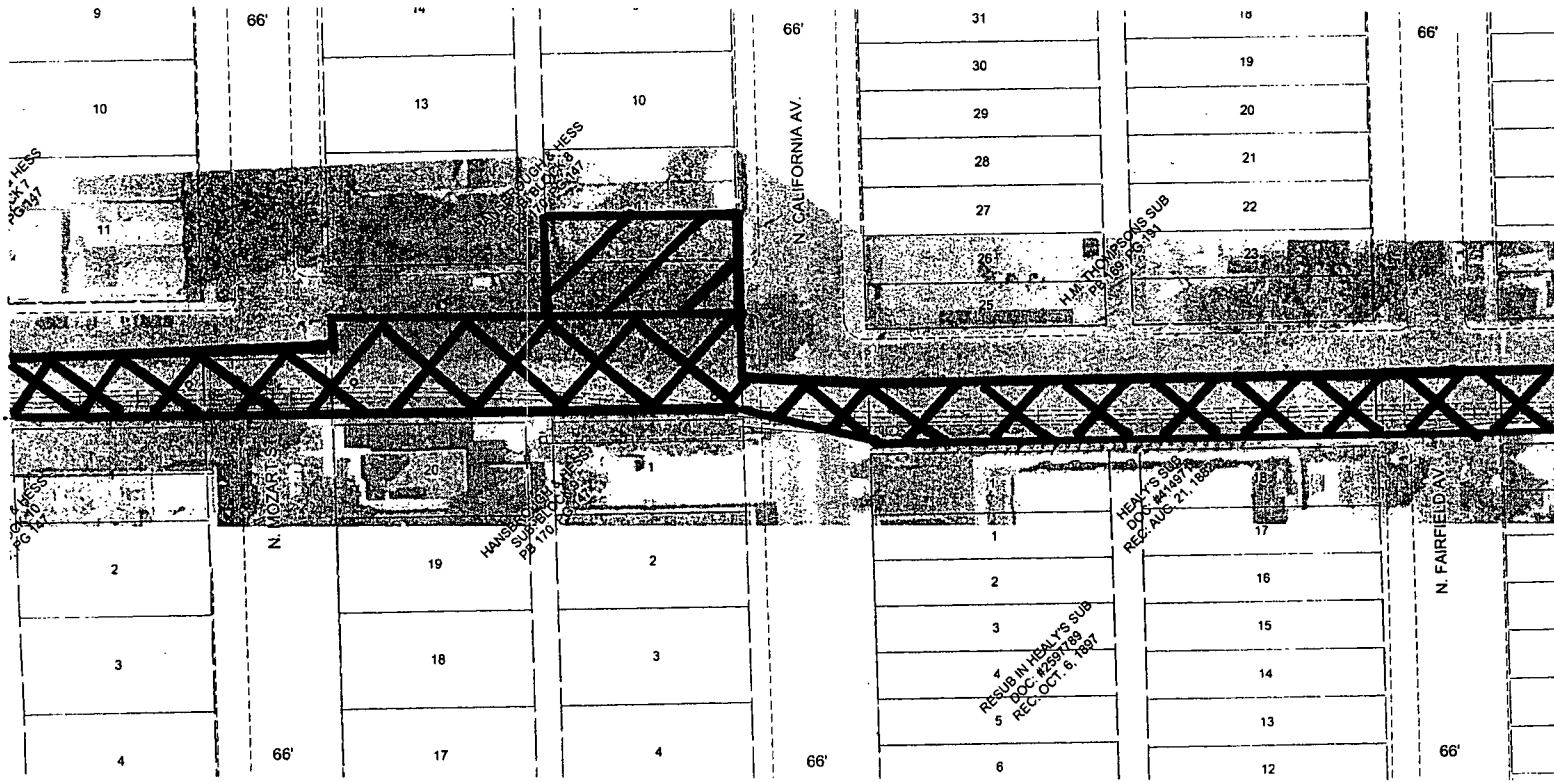
205 W. WACKER DR., SUITE 1450
CHICAGO, IL 60606

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	30	12
AREA: NA		WORK ORDER	

EXHIBIT A - DEPICTION OF REAL PROPERTY



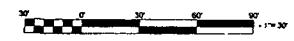
ALL SITE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomingdale Rail Line Property
	Acquisition Parcels

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		CHECKED: JMB		
NO. BY DATE DESCRIPTION		APPROVED: ZCHEN		DATE: 09/29/12
		DATE: 09/29/12		
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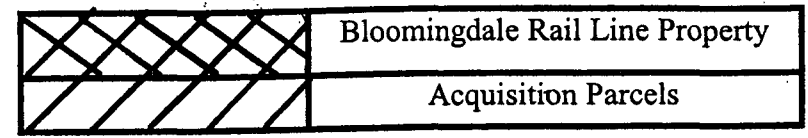
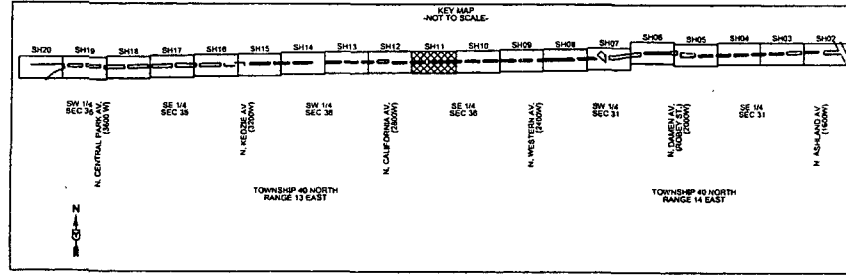
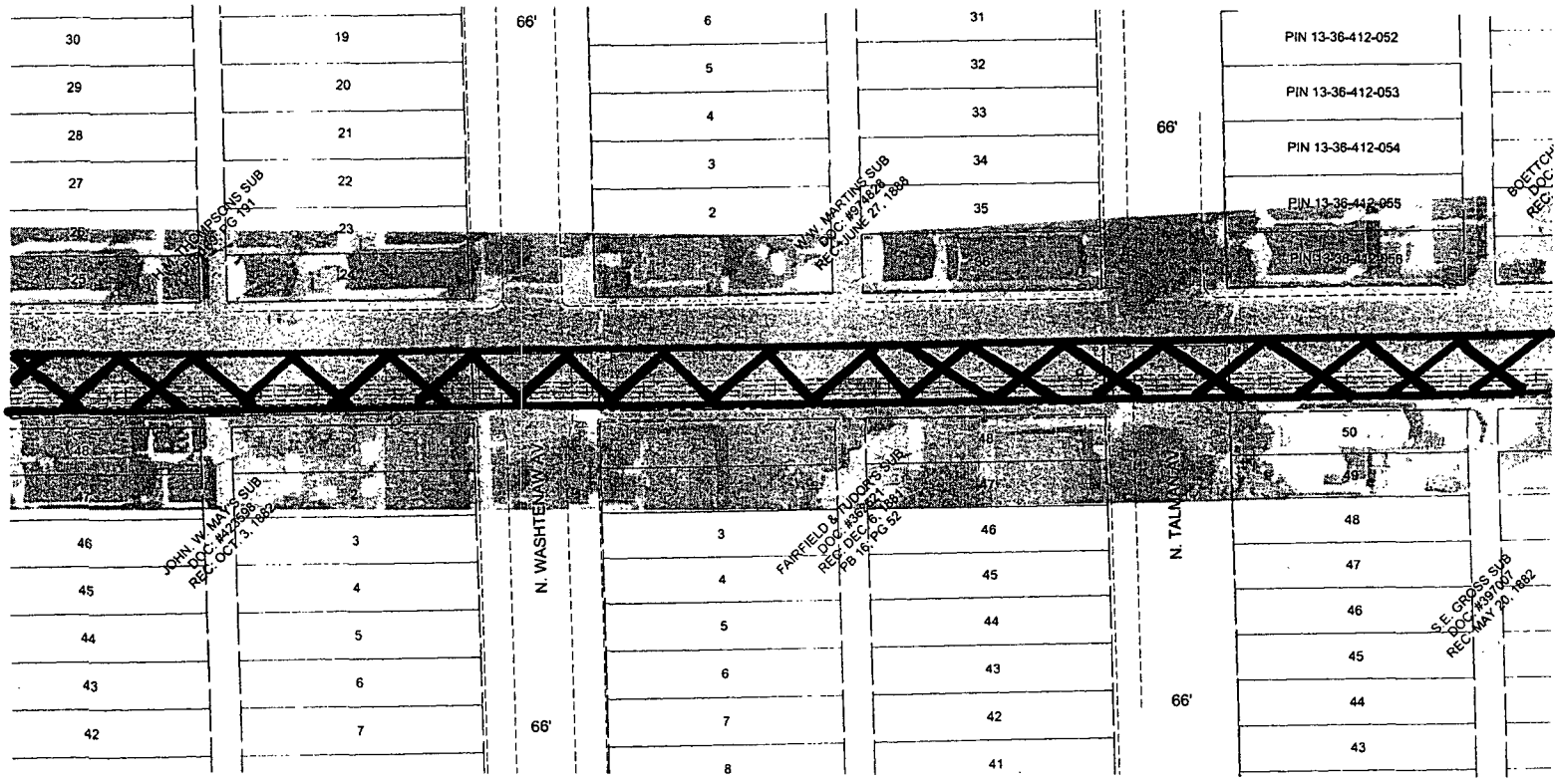
PROPERTY IDENTIFICATION NUMBERS	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	70	11
AREA: NA	WORK ORDER		



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALERS. REDUCED SIZE PLANS WILL NOT CONFORM TO STANDARD SCALES.



EXHIBIT A - DEPICTION OF REAL PROPERTY



BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

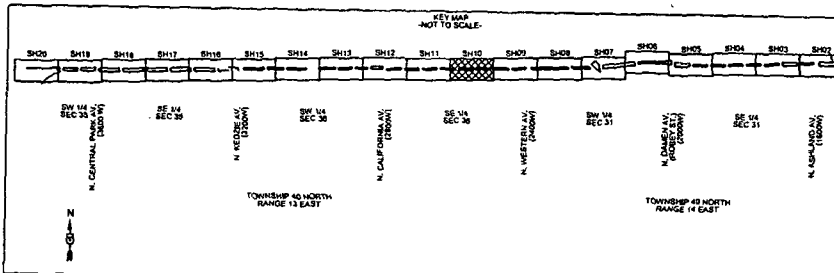
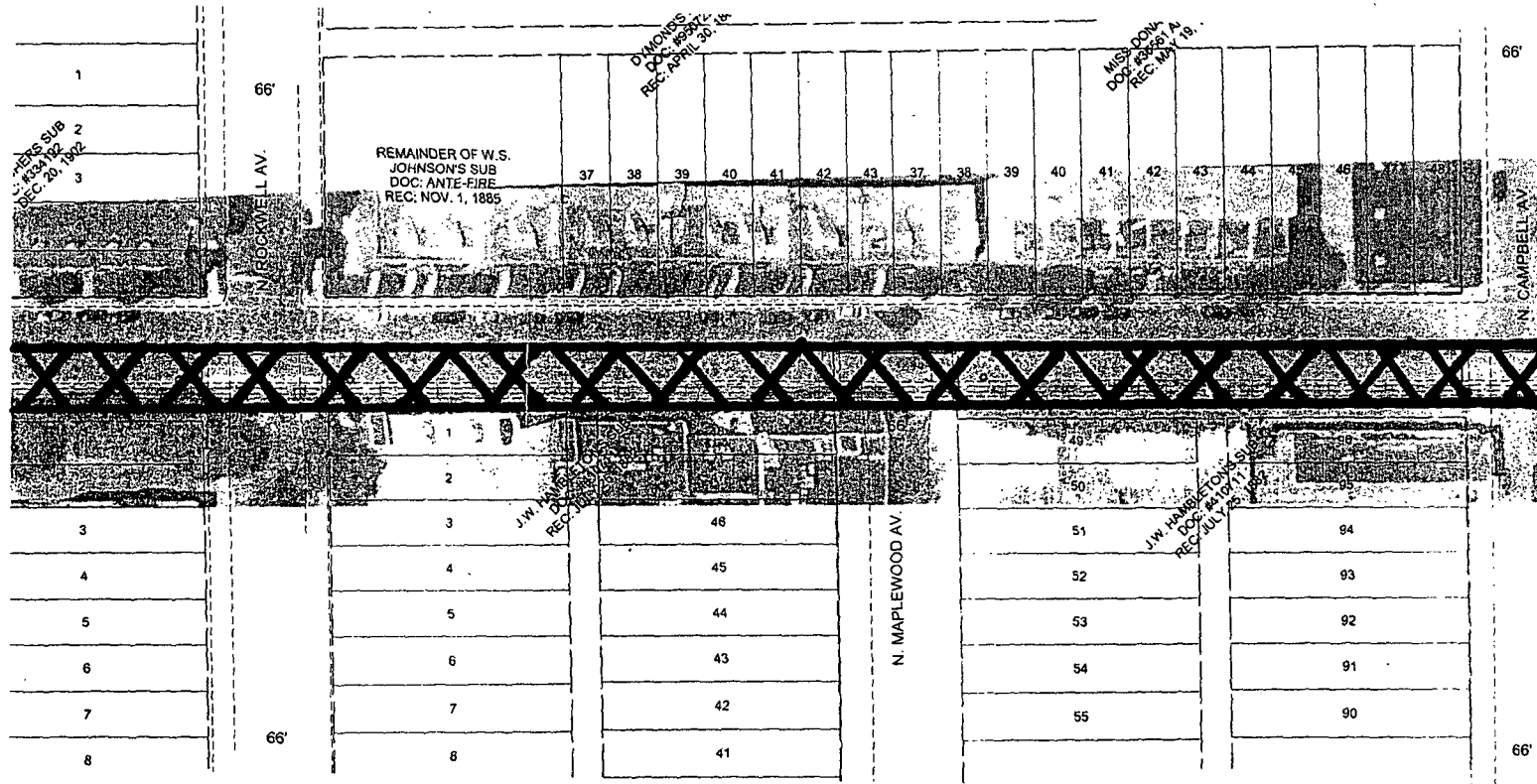
DRAWN: TED			DYNASTY GROUP 205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60608 PROJECT NO. DGM11158
CHECKED: JAB			
APPROVED: ECHEN			
DATE: 08/12/12			
SCALE: 1" = 30'			
NO.	BY	DATE	DESCRIPTION
REVISIONS			CONTRACT NO.

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	26	10
AREA: NA		WORK ORDER	



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomingdale Rail Line Property
	Acquisition Parcels

**BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL**

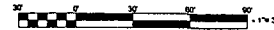
NO.	BY	DATE	DESCRIPTION

DRAWN BY	
CHECKED BY	
APPROVED, ENGINEER	
DATE REVISED	
SCALE	1" = 30'
CONTRACT NO.	

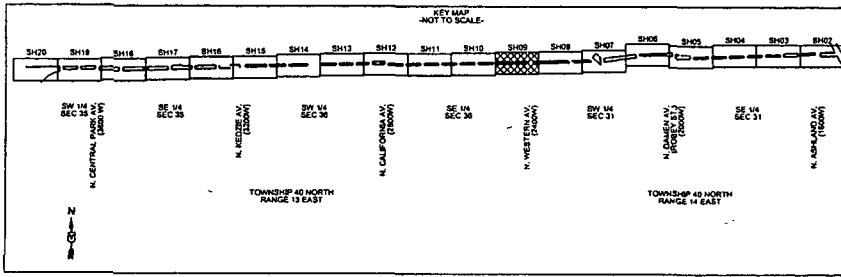
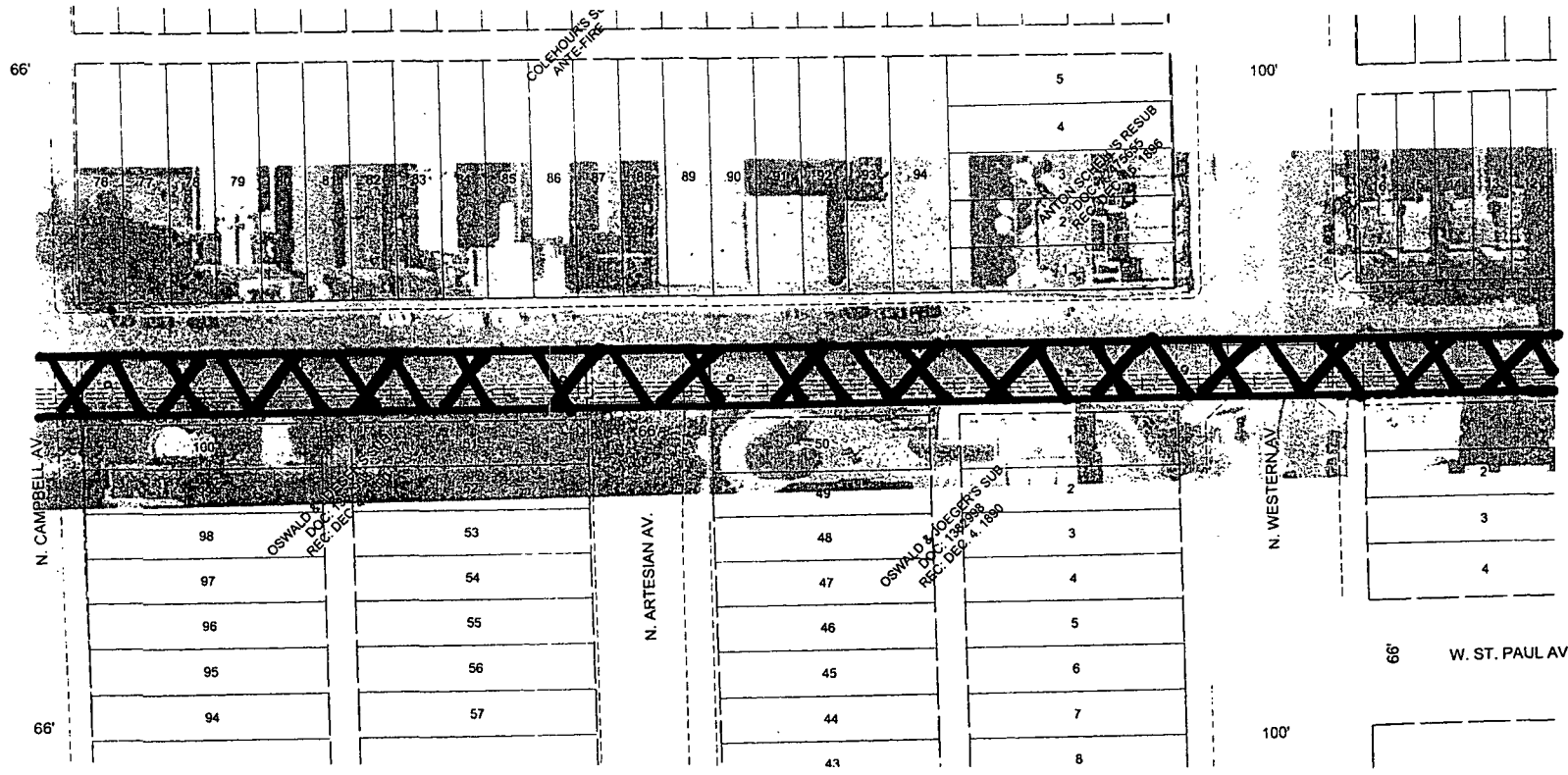
Dynasty Group
Planners & Engineers
 305 W. WACKER DR., SUITE 1450
 CHICAGO, IL 60606
 PROJECT NO. 00811188

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	09
AREA: NA		WORK ORDER	

EXHIBIT A - DEPICTION OF REAL PROPERTY



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



Bloomingdale Rail Line Property
Acquisition Parcels

BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

NO.	BY	DATE	DESCRIPTION

REVISIONS

DRAWN BY	
CHECKED BY	
APPROVED BY	
DATE: 08/19/12	
SCALE: 1" = 30'	
CONTRACT NO.	

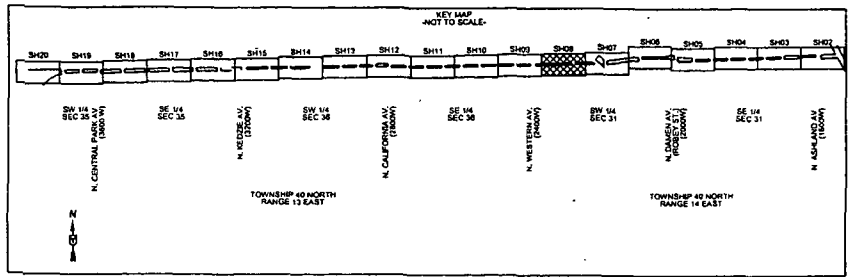
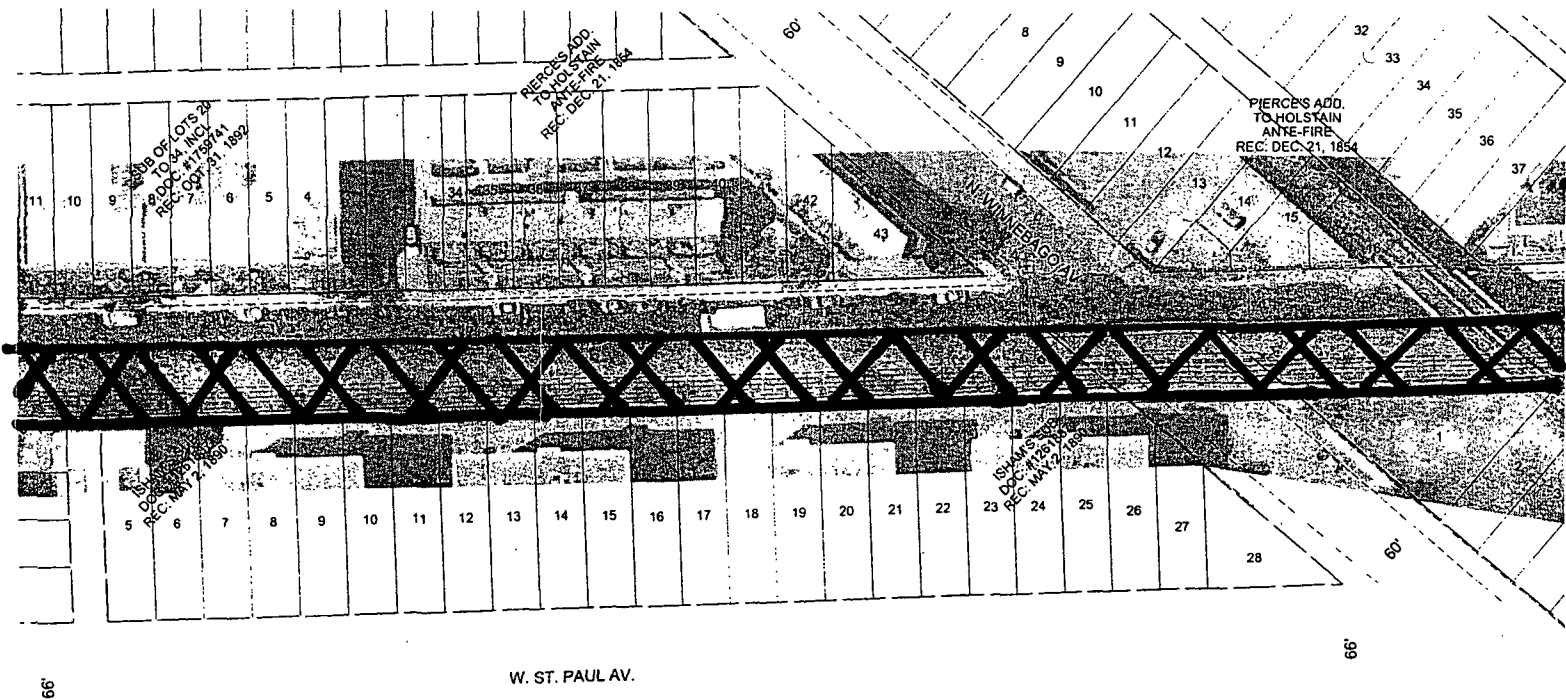
Dynasty Group
 205 W. WACKER DR., SUITE 1450
 CHICAGO, IL 60606
 PROJECT NO. 02M1118

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS. SEE LEGAL DESCRIPTIONS	COOK	29	08
AREA: N/A		WORK ORDER	



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZE PLANS WILL NOT CONFORM TO STANDARD SCALES.

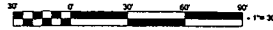


	Bloomington Trail Line Property
	Acquisition Parcels

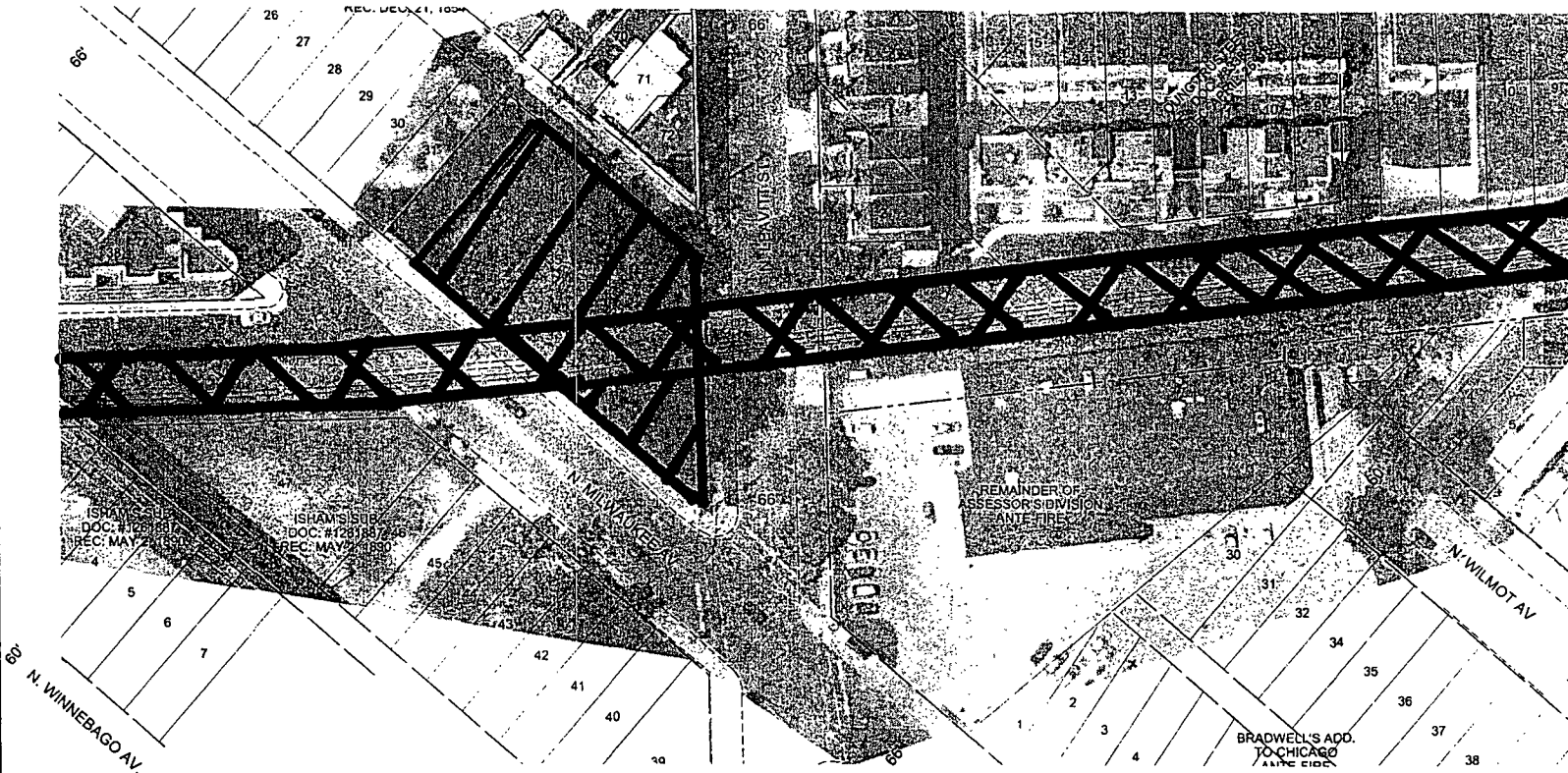
BLOOMINGDALE TRAIL CITY OF CHICAGO, IL	NO.	BY	DATE	DESCRIPTION
	REVISIONS			
DRAWN: TBO	CHECKED: JAB			
APPROVED: ZCHEN				DATE: 06/03/12
SCALE: 1" = 30'				CONTRACT NO.
				PROJECT NO. DDP11158
				205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	07
AREA: N/A	WORK ORDER		



ALL SITE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomington Rail Line Property
	Acquisition Parcels

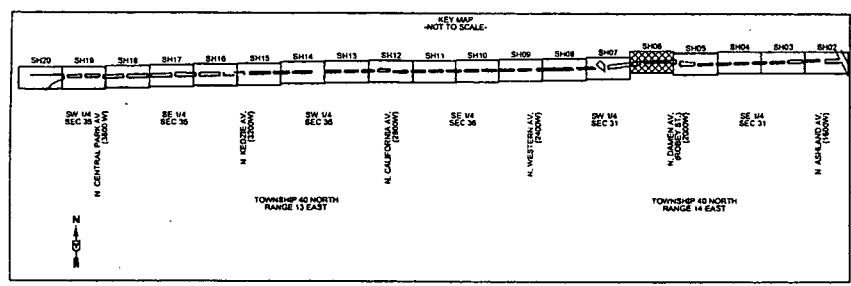
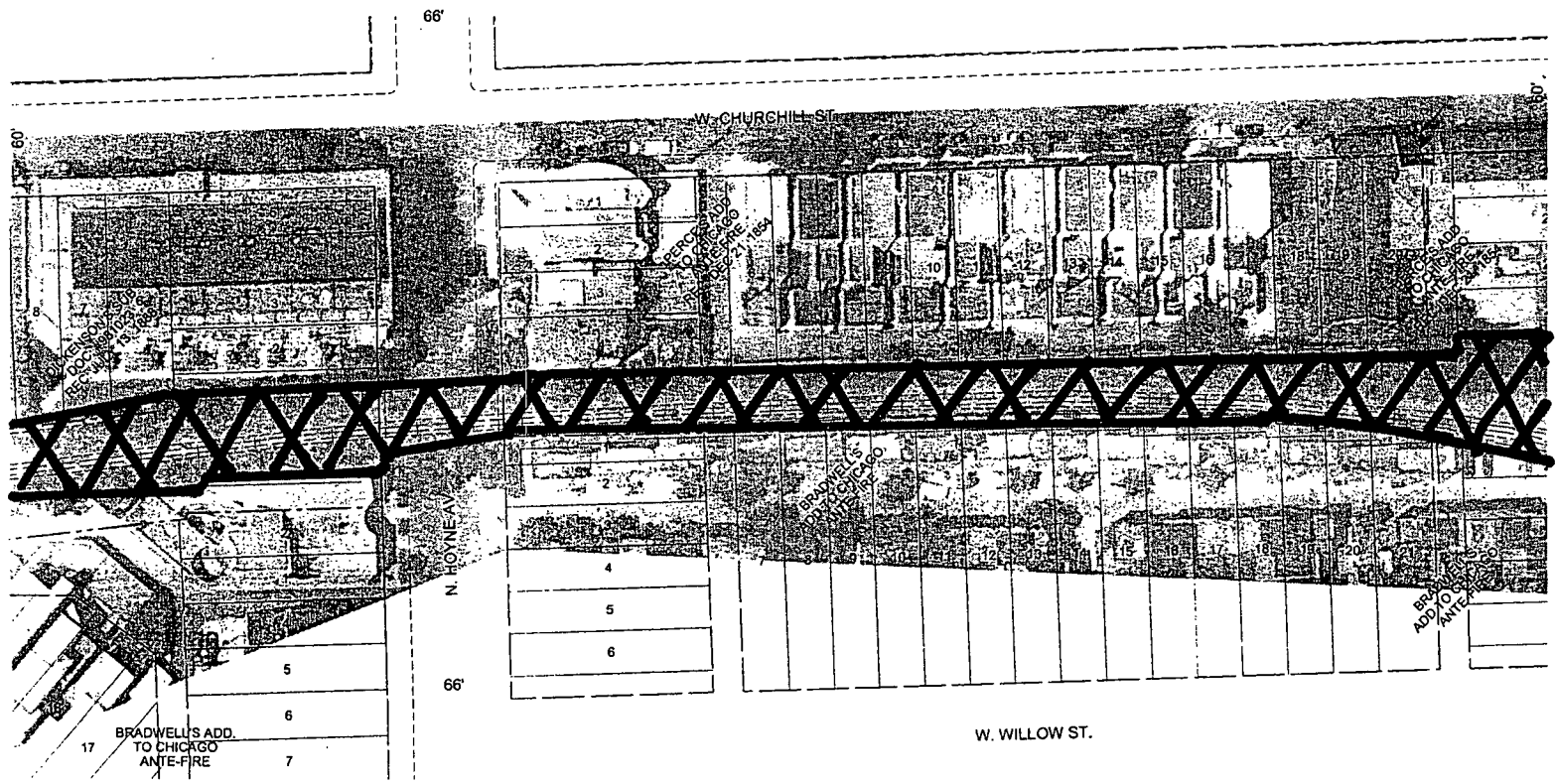
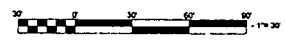
**BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL**

NO.	BY	DATE	DESCRIPTION

DRAWING TEO	
CHECKED: JAE	
APPROVED: JONER	205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606
DATE: 08/17/12	
SCALE: 1" = 30'	PROJECT NO. 08M1158
CONTRACT NO.	

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	25	18
AREA: 18A	WORK ORDER		

EXHIBIT A - DEPICTION OF REAL PROPERTY



	Bloomington Rail Line Property
	Acquisition Parcels

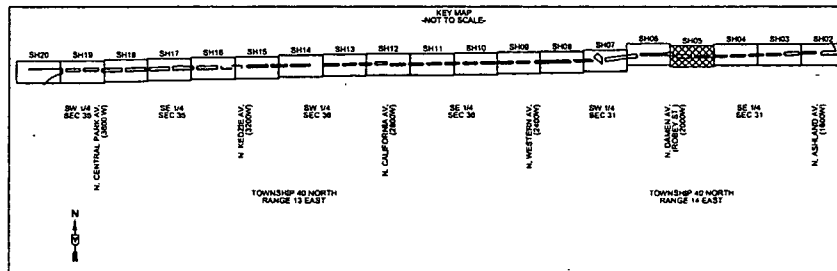
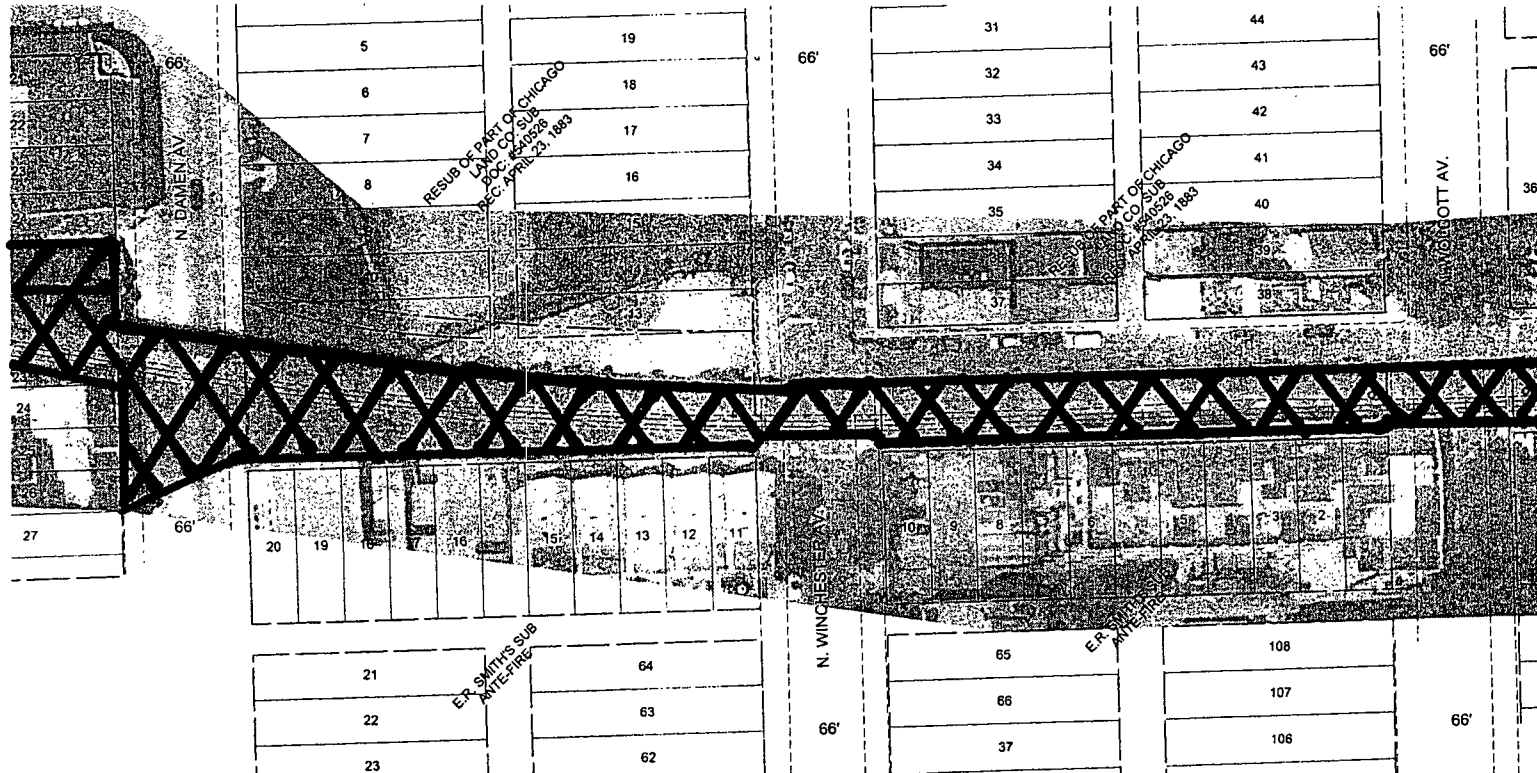
BLOOMINGDALE TRAIL CITY OF CHICAGO, IL				DRAWN BY	
				CHECKED BY	
				APPROVED BY	
				DATE	
				SCALE	1" = 30'
				CONTRACT NO.	
				REVISIONS	
				205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60604	
				PROJECT NO. DDP1118	

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	20	02
AREA: N/A	WORK ORDER		

EXHIBIT A - DEPICTION OF REAL PROPERTY



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomington Rail Line Property
	Acquisition Parcels

BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

NO.	BY	DATE	DESCRIPTION	REVISIONS

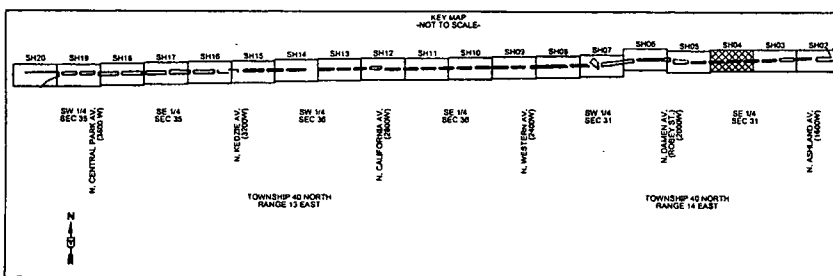
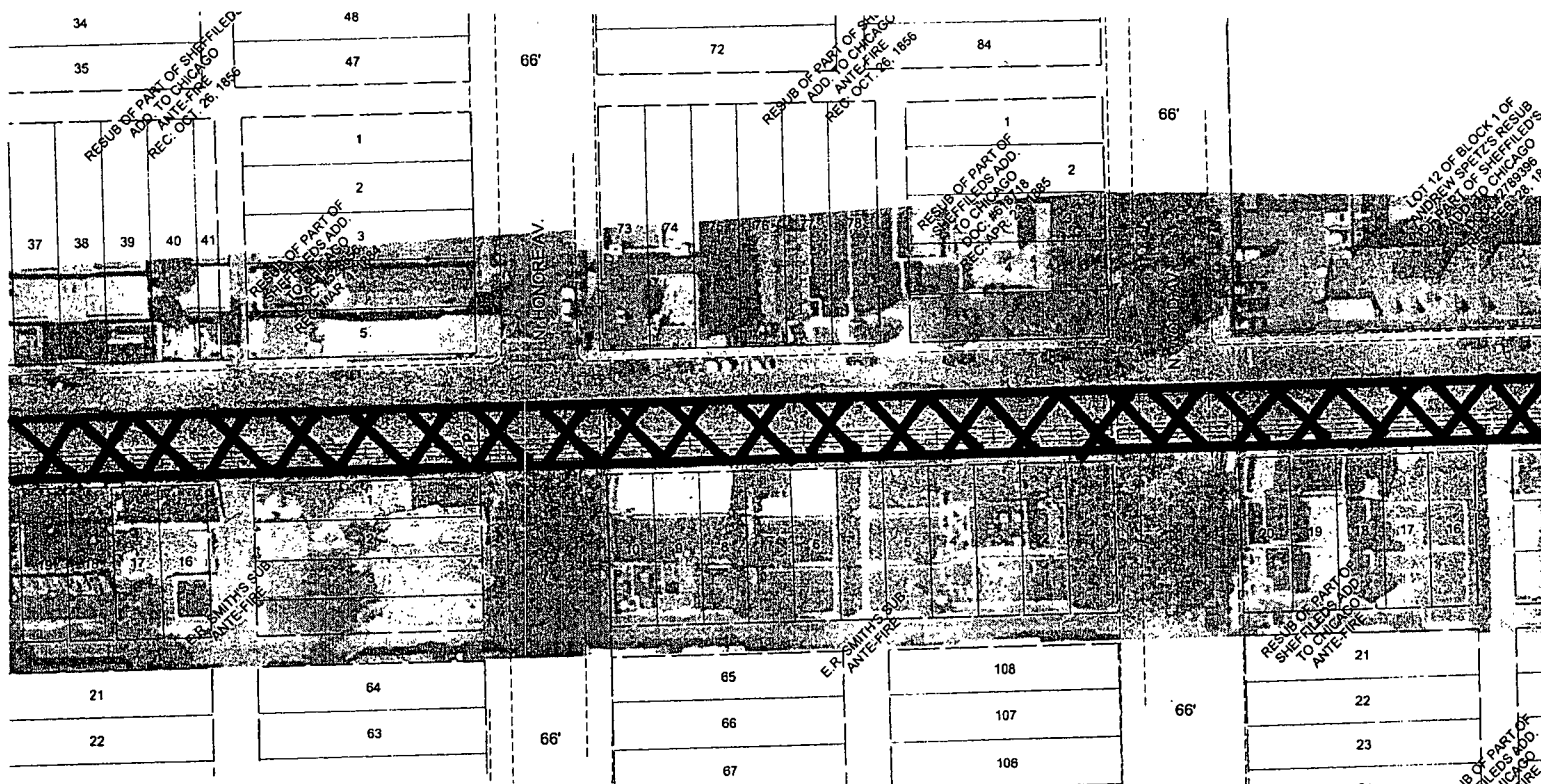
DRAWN: JED	 205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606 PROJECT NO. DDM1115R
CHECKED: JMB	
APPROVED: ZCHEN	
DATE: 08/19/12	
SCALE: 1" = 10'	
CONTRACT NO.	

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	20	04
AREA: N/A	WORK ORDER		



ALL FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZE PLANS WILL NOT CONFORM TO STANDARD SCALES.



X
Bloomingdale Rail Line Property

Acquisition Parcels

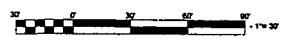
BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

NO.	BY	DATE	DESCRIPTION

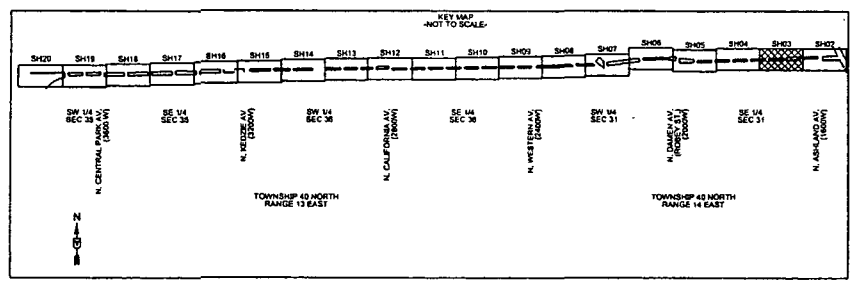
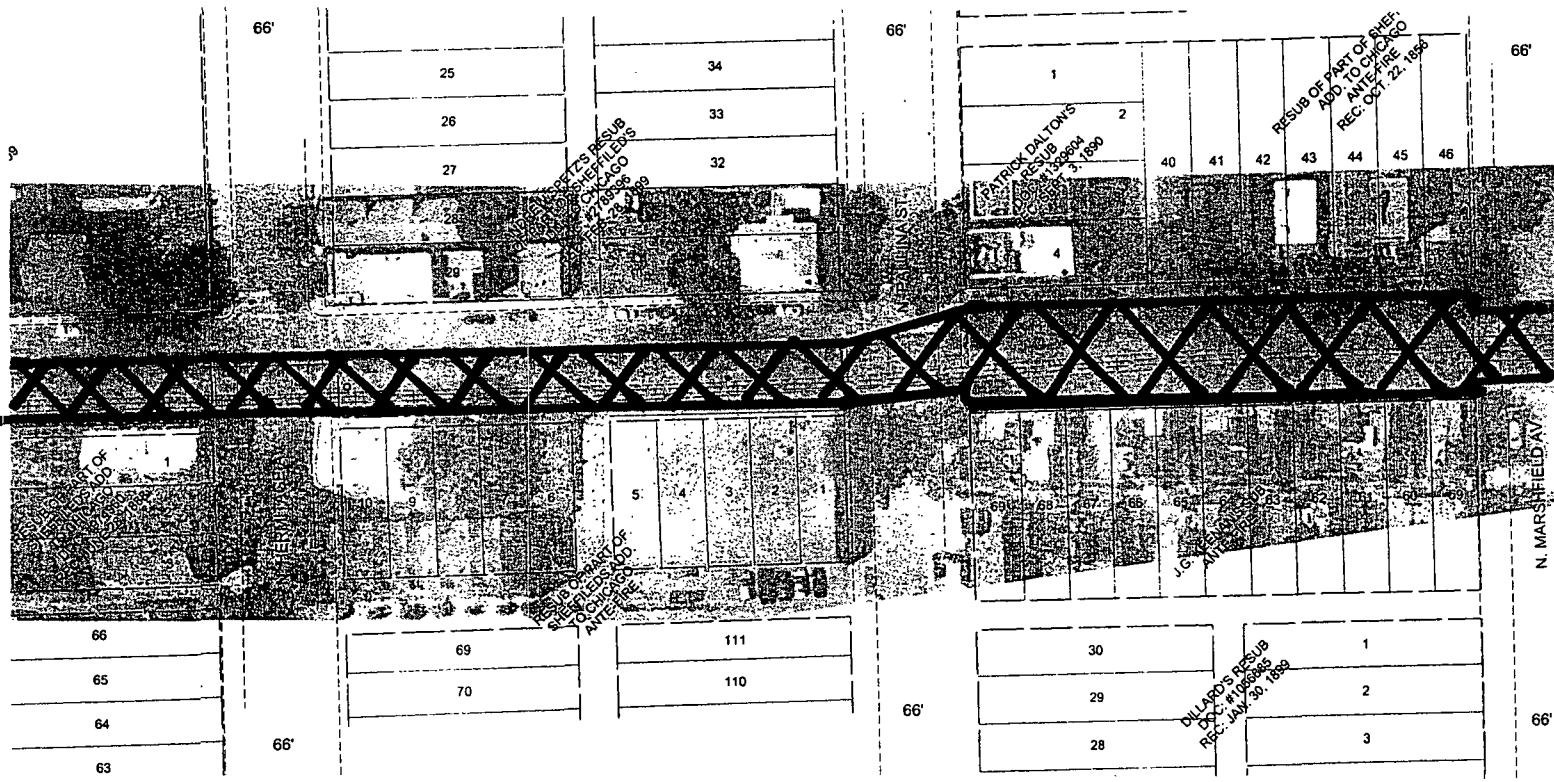
GRAPHIC T&E	Dynasty Group <small>INCORPORATED</small>
CHECKED: JMB	205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606
APPROVED: ZOMH	PROJECT NO. DDM1118
DATE: 04/18/12	
SCALE: 1" = 30'	
CONTRACT NO.	

EXHIBIT A - DEPICTION OF REAL PROPERTY

PROPERTY IDENTIFICATION NUMBER(S)	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS SEE LEGAL DESCRIPTIONS	COOK	20	03
AREA, N/A			WORK ORDER



ALL SITE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomington Rail Line Property
	Acquisition Parcels

BLOOMINGDALE TRAIL
CITY OF CHICAGO, IL

NO.	BY	DATE	DESCRIPTION	REVISIONS

DRAWING NO.	
CHECKED: JAB	
APPROVED: ECHEN	
DATE: 8/26/2012	
SCALE: 1" = 30'	
CONTRACT NO.	

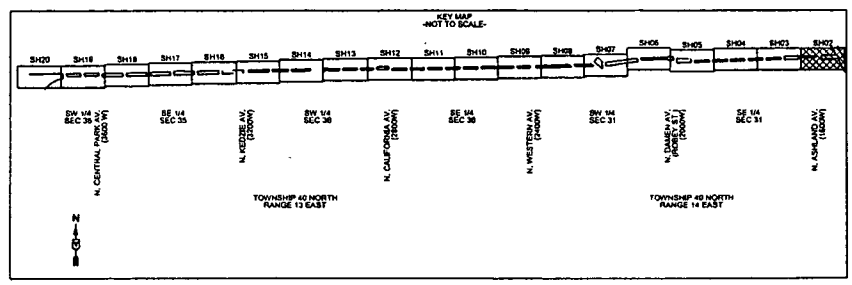
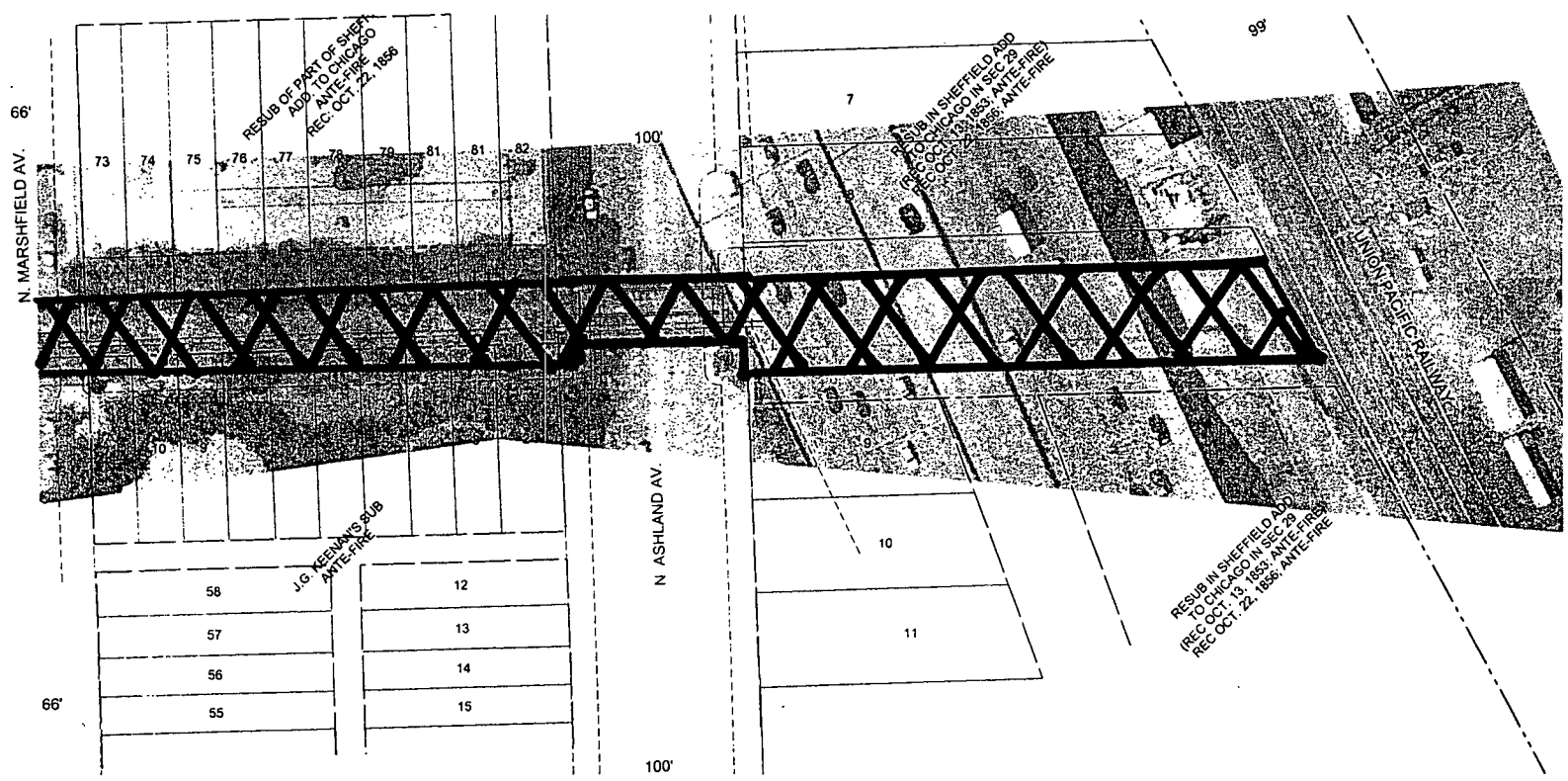
205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60608
PROJECT NO. DGM11188

PROPERTY IDENTIFICATION NUMBERS:	COUNTY:	TOTAL SHEETS:	SHEET NO.:
VARIOUS, SEE LEGAL DESCRIPTIONS	COOK	26	02
AREA: NA	WORK ORDER:		

EXHIBIT A - DEPICTION OF REAL PROPERTY



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.



	Bloomingdale Rail Line Property
	Acquisition Parcels

BLOOMINGDALE TRAIL CITY OF CHICAGO, IL			DRAWING TEO CHECKED JAB APPROVED ZONEH DATE: 09/10/2012 SCALE: 1" = 30' CONTRACT NO.	 205 W. WACKER DR., SUITE 1450 CHICAGO, IL 60606 PROJECT NO. 02811136
NO.	BY	DATE	DESCRIPTION	REVISIONS

EXHIBIT B

PURCHASE AND SALE AGREEMENT

[SEE ATTACHMENT]

PURCHASE AND SALE AGREEMENT

Canadian Pacific Railway
120 South Sixth Street
Suite 900
Minneapolis, MN 55402

Attn: Director, Real Estate Marketing, U.S.

1. **BUYER AND SELLER:** The undersigned ("**Buyer**") offers to purchase certain Property (as defined in Section 3) from Soo Line Railroad Company, doing business as Canadian Pacific Railway ("**Seller**").

2. **ACCEPTANCE:** This offer shall be void if not accepted by Seller within 90 days of its date. The accepted offer is sometimes referred to as the "**Agreement**."

3. **PROPERTY:** The Property consists of the Seller's (and the predecessors in interest to Seller's) right, title and interest in:

- (a) the land shown in approximation on Exhibit A including without limitation, the extension to the north at Kimball Avenue and to the south at Damen Avenue (the "**Land**");
- (b) all Improvements upon the Land, except rail, ties, tie-plates, switches and other appurtenances thereto, which Seller shall be entitled to remove in accordance with Section 6 below;
- (c) Except as may be reserved and re-granted to the Seller pursuant to Section 4, all easements, rights, privileges and appurtenances thereto, including, without limitation, all rights of the Seller in the embankment and elevated rail line and related improvements located within the right of way of, or constructed upon, or adjacent to the Bloomingdale Road (subsequently renamed as Bloomingdale Avenue) right of way, or otherwise used by Seller in its operations of the Bloomingdale Line (all such improvements, collectively, the "**Improvements**");
- (d) any streets, alleys or public ways previously vacated for such Improvements (if any); and
- (e) any land separately or subsequently acquired by Seller in connection with said Bloomingdale Line.

Subparts ((a) through (e) collectively being the "**Property**"). The legal description of the Land will be generated from the survey described in Section 15.

The parties acknowledge that the Property is a generally lineal segment of land of varying width approximately 2 1/2 miles in length, to which there have been additions, accretions and modifications over the course of 100 years, encompassing extended and non-standard legal descriptions, and abutting or adjoining numerous properties. For this reason, the parties agree to amend the Property description prior to the closing with the then-best available legal description. In addition, if necessary and appropriate, from time to time after closing, at the Buyer's request, but at no expense to the Seller, the Seller agrees to execute additional instruments of conveyance for purposes of conveying any additional interest of Seller in any land, improvements, or easements, rights, privileges and appurtenances thereto which, due to a deficient or incomplete legal description of the Property, was not conveyed, is asserted to have not been conveyed, or is needed to more specifically describe and confirm Seller's prior conveyance of such land, improvements, or easements, rights, privileges and appurtenances (the "**Post-Closing Conveyance Confirmation Instruments**").

4. **DEED, RESERVATION AND EXISTING QWEST UTILITY.**

- (a) Deed: The Property will be conveyed at the closing by quit claim deed in substantially the form appended hereto as Appendix 1.
- (b) Track Easement Reservation: Seller reserves unto itself, and its successors and assigns, a permanent railroad easement in, over, under, and upon that portion of the Property lying with fifteen (15) feet of the centerlines of the existing railroad tracks between the points labeled "A" and "B", and also "C" and "D" on the map attached hereto as Exhibit B (such points extending from the western right of way line of N. Sawyer Avenue on the east, and the point at which the Property abuts that real property owned by the Metra on the west), for the operation, maintenance, repair, renewal, replacement, and removal of the existing railroad tracks, ties and their appurtenances. Said railroad easement will be re-granted by Buyer to Seller in substantially the form appended hereto in Appendix 2. Notwithstanding the foregoing, upon written notice from Metra and Newly Weds Foods, the two third parties currently utilizing such tracks (other than the Seller), the Seller agrees that such Track Easement Reservation shall terminate and Seller shall cooperate in recording a release or termination agreement to evidence such termination.
- (c) Qwest Utility Line: The Buyer acknowledges that it shall take subject to any lawfully located fiber optic or coaxial cable lines that belong to Qwest (or its successor in title) below or upon the surface of the Property, or any improvement appurtenant thereto. The Seller agrees to provide a copy of the existing written agreement with Qwest concerning such lines on or before May 15, 2012. The Buyer shall have until July 30, 2012 to satisfy itself as to all matters concerning the legality, location and Qwest's rights and obligations associated with such lines, and the responsibility for costs that may be incurred during the development of the contemplated linear park due to the need to work around and, when necessary, relocate such lines, including, if necessary, obtaining City Council approval for the lawful location and continued existence of such lines. In the event that the Buyer is unable to reach agreement with Qwest on such matters, or obtain any necessary City Council approvals so as to assure that the continued existence (and relocation, when necessary) of such lines will not materially and adversely impact the development of the contemplated linear park, the Buyer shall have the right to terminate this Agreement. If, prior to July 30, 2012, the Buyer satisfies itself as to such conditions, the Buyer shall give written notice to the Seller of such satisfied condition.
- (d) Billboards. The Buyer shall not take subject to any advertising, billboard or similar signage agreements entered into by the Seller, its predecessors or its affiliates, for signage located on the Property and at approximately 1801 N. Milwaukee Avenue, and any similar properties adjacent to the Property that may not be included within the Property, but which may be subject to such Seller signage agreements. Seller agrees to terminate all such agreements prior to the Closing Date, subject to Buyer's payment of Buyer's Breakage Fees Reimbursement Obligation (as defined and described in Section 8 below). Seller agrees that, after the Closing Date, it shall have no continuing rights to any payments arising from any such agreements, except for amounts attributable to the time period prior to the Closing Date. Seller shall cause the existing advertisements to be removed prior to the Closing Date. Seller may abandon in place the existing sign structures located on the Property, but shall cause the sign structure at approximately 1801 N. Milwaukee to be removed and shall cause any other "off-Property" sign structures to be removed (unless Seller has no legal right to remove such structure(s) under the terms of Seller's sign agreement with the owner of such property).

5. TRACKAGE AND APPURTENANCES EXCLUSION: [INTENTIONALLY DELETED; NOT APPLICABLE]

6. TRACKAGE AND APPURTENANCES EXCLUSION; REMOVAL: All railroad trackage (and the appurtenances thereto), buildings, and other improvements to the Land are included in the purchase; provided, however, that Seller may enter the Property at any time prior to the closing and thereafter until June 15, 2013 to remove improvements, including rail track and ties. If Seller fails to remove any such improvements, rail track and ties prior to June 15, 2013, they shall be deemed abandoned in place and

shall become Buyer's property, in which case Seller shall have no further liability or responsibility for removing them.

7. **ABANDONMENT AUTHORIZATION:** Seller agrees to:

- (a) within 45 days of the date of this Agreement, obtain an environmental assessment of the Property in the form and content required for filing for authority to abandon common carrier obligations thereupon; and
- (b) prepare and within 90 days of the date of this Agreement submit to the U.S. Surface Transportation Board (the "**STB**") an expedited application requesting authority to abandon its common carrier obligations on the Property. Further, should authority to abandon rail service on the Property be obtained, Seller shall file notice of abandonment to be effective prior to the Closing Date, or at the earliest date possible according to STB rules and regulations if it is not possible to effect abandonment prior to the Closing Date.

8. **PURCHASE PRICE:** The purchase price of the Property shall be One Dollar (\$1.00). No earnest money deposit shall be required. In addition, the City agrees to pay or reimburse Seller for its reasonably incurred third party costs and filing fees associated with petitioning the STB for authority to abandon common carrier obligations on the Property, up to a maximum of Sixty-Thousand and No/100 Dollars (\$60,000), (the "**Buyer's STB Reimbursement Obligation**"). Buyer shall pay to Seller, upon execution of this Agreement in immediately available funds, Twenty Thousand and No/100 Dollars (\$20,000) to be applied and credited against the Buyer's STB Reimbursement Obligation. At closing, Seller shall present an invoice for such costs incurred by Seller and which are to be reimbursed by Buyer pursuant to Buyer's Reimbursement Obligation. In addition, the City agrees to pay or reimburse Seller for its reasonably incurred breakage costs incurred in connection with terminating existing advertising, billboards and signage as described above in Section 4(d) above, up to a maximum of Forty-Five Thousand and No/100 Dollars (\$45,000), (the "**Buyer's Breakage Fees Reimbursement Obligation**"). Buyer shall pay to Seller, upon execution of this Agreement in immediately available funds, an additional Twenty Thousand and No/100 Dollars (\$20,000) to be applied and credited against the Buyer's Breakage Fees Reimbursement Obligation. At closing, Seller shall present an invoice for such costs incurred by Seller and which are to be reimbursed by Buyer pursuant to Buyer's Breakage Fees Reimbursement Obligation.

9. **CLOSING:** Except as otherwise provided in Section 10, this transaction shall close at a mutually agreeable time and place no later than 45 days after STB's approval of Seller's abandonment of the Property. The parties agree to use commercially reasonable efforts to close the transaction on or before December 31, 2012, and in no event later than March 1, 2013.

10. **GOVERNMENTAL APPROVAL:** If Seller is required to obtain governmental approval or exemption in lieu thereof (collectively, the "**Authorization**") in order to consummate this transaction, this Agreement shall be contingent upon the granting of Authorization, and Buyer will cooperate with Seller to obtain Authorization. If Authorization is not obtained within 270 days after Seller's acceptance of this offer (the "**Contingency Period**"), this Agreement shall automatically terminate at the end of the Contingency Period, unless the parties mutually agree in writing to extend such Contingency Period. Under no circumstances however, shall the closing be delayed to a date later than March 1, 2013.

11. **ESCROW:** Should the parties agree to close in escrow, Buyer will pay all fees and charges in connection with the escrow.

12. **PAYMENT:** The purchase price, any remaining portion of Buyer's STB Reimbursement Obligation and any remaining portion of Buyer's Breakage Fees Reimbursement Obligation shall be paid to Seller at the closing by a check drawn on an account of the Buyer or by a wire transfer to an account or accounts designated by Seller.

13. **ENCUMBRANCES:** The Property will be conveyed subject to improvements and

encumbrances which would be disclosed by a comprehensive survey, rights and claims of parties lawfully in possession (but in no event shall the Buyer be deemed to have consented or acceded to the rights of parties encroaching on the Property), rights of the public, and lawful recorded easements, leases, licenses, and permits of record. Buyer may object to the marketability of Seller's title on the basis of such matters, or other matters materially and adversely affecting Buyer's ability to develop and utilize the Property for a linear public park. In the event that the condition of title is unsatisfactory to the Buyer, Buyer may terminate this contract at any time prior to the closing date.

14. **JUDGMENT LIENS:** Any judgment against Seller which may appear of record as a lien against the Property shall be settled and satisfied by Seller within 30 days after it becomes final and non-appealable (or, if such lien would prevent or impair the funding of any monies necessary to build out the contemplated linear public park, after the recording of such lien), and Seller shall indemnify Buyer, and Buyer's title insurer, for any loss sustained by either of them as a result of Seller's failure to have any such judgment lien so settled and satisfied. Buyer may also object to the condition of title on the basis of such matters.

15. **SURVEY** Buyer shall, at its expense, have a survey of the Land prepared by a surveyor registered in the State in which the Land is located that shall be sufficient to describe the real property subject to the Track Easement Reservation reserved under Section 4(b) above. Buyer shall deliver the survey to Seller no later than 120 days after Seller's acceptance of this offer.

16. **SUBDIVISION PLATS:** Buyer will be responsible for preparing, at its expense, any survey or plat required by any governmental authority (including any survey or plat of Seller's property contiguous to the Land, where such survey or plat is required in connection with or as a consequence of, Buyer's purchase of the Property), if the Plat Act is hereafter amended to require such a plat. If a recordable plat is required by state law, such plat shall not be filed or recorded until Seller has approved it.

17. **TITLE MATTERS:** Seller makes no warranty or representation with respect to the marketability or quality of its title and is not under any obligation to furnish abstracts of title, title reports, or title insurance policies in respect of the Property. Buyer, at any time prior to closing, may raise objections to the marketability of Seller's title, by giving Seller notice specifying the precise nature of the alleged title defects. The notice must be accompanied by evidence of the alleged defects in the form of a copy of a title company's title commitment. The parties shall cooperate to resolve alleged title defects, but Seller ultimately has no obligation or responsibility whatsoever to cure (or attempt to cure) any title defect. If Seller shall undertake to cure or attempt to cure any title defect, it may withdraw from such undertaking at any time without penalty; such undertaking shall not create, nor shall it under any circumstance be construed to create, any obligation whatsoever on the part of Seller to cure any such defect. If Seller is unable or unwilling to cure any specified defect, Buyer may terminate this Agreement by giving Seller notice of termination at any time prior to the actual delivery and acceptance of the deed, which notice shall state that this Agreement is being terminated by reason of Seller's failure to cure title defects. By accepting delivery of the quit claim deed, Buyer shall be deemed to waive any and all uncured title defects.

18. **REAL ESTATE TAXES:** The total real estate tax bills applicable to the Property for 2010 (payable in 2011), and applicable to any prior tax years shall be paid before closing. The total real estate tax bills applicable to the Property for 2011 (payable in 2012) and for 2012 (payable in 2013), if not yet due and payable as of the closing date will be prorated on a per diem basis as of the closing, using the most recent tax bill; such proration shall be adjusted post-closing based on the final tax bills. Taxes accruing and attributable to the time period after closing shall be the responsibility of the Buyer.

19. **TRANSFER TAXES AND FEES:** Buyer will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all transfer taxes, excise taxes, sales taxes, use taxes, and fees incidental to the transfer of the Property or the recordation or filing of the deed.

20. **SPECIAL ASSESSMENTS:** Buyer will assume responsibility for paying any special

assessment (or installment thereof) where the due date for payment is on or after the closing date, irrespective of the date of the improvement.

21. **NOTICES:** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the business address of the party to whom addressed. If delivered at the closing, a notice shall be deemed given when hand-delivered to the party's representative at the closing. The business addresses of the parties are as follows:

Seller –
mail & delivery: 120 South Sixth Street
Suite 900
Minneapolis, MN 55402
Attn: Director, Real Estate Marketing, U.S.

telecopier: (612) 904-6147
Director Real Estate U.S.

Buyer –
mail & delivery: City of Chicago
Department of Transportation
30 N. LaSalle Street, 11th Floor
Chicago, IL 60602

telecopier: (312) 744-1200
Attn: Commissioner

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

22. **REAL ESTATE BROKERS:** Seller represents that it has not retained any real estate broker or agent in connection with this transaction. If any real estate broker or agent can establish a valid claim for commission or other compensation in connection with this transaction, such commission or other compensation shall be paid by Buyer.

23. **LEASES:** Seller represents that there are no leases affecting the Property as of the date of this Agreement and that Seller shall not enter into to any such leases after the date of this Agreement unless such leases are terminable (and are terminated) before closing.

24. **EASEMENTS, LICENSES, AND PERMITS:** Seller represents that there are no easements, licenses or permits affecting the property as of the date of this Agreement except as disclosed on Exhibit C and that Seller shall not enter into any such agreements after the date of this Agreement unless such agreements are terminable (and are terminated) before closing. Except as may be reserved unto Seller pursuant to Section 4, at and as of the closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under existing easements, licenses, and permits disclosed on Exhibit C, (collectively, instruments) which:

(a) were granted by Seller (or its predecessors in interest);

(b) are known to Seller; and

(c) include or burden any portion of the Property.

There shall be no proration of prepaid rentals, prepaid fees, or other prepaid charges in respect of any such instrument, so long as such prepayment does not cover a period extending more than one month after the closing date. If such an instrument pertains in part to property other than the Property, the assignment and assumption shall be limited to the interest the instrument creates in the Property. In the event of such partial assignment, the rentals, fees, and other charges which come due after the closing

shall be allocated between Seller and Buyer on the basis of the square footage of the land area of their respective interests in the property affected by the instrument; provided, however, that where the rental, fee, or other charge was established on a basis other than square footage, the adjustment shall be determined using such other basis. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the closing. Seller will provide a copy of each such instrument to Buyer within 30 days after Seller accepts this offer. At the closing, the parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such instrument or instruments.

25. **AS IS; ALL FAULTS; NO REPRESENTATION BY SELLER:** Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that:

(a) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);

(b) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property; and

(c) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing.

26. **ENVIRONMENTAL: PARTIES' RIGHT TO TERMINATE:** Either party may terminate this Agreement at any time prior to the delivery of the deed if it determines, in the exercise of its discretion, that circumstances related to Hazardous Substances render the sale inadvisable. The closing of the sale, if it occurs, is not, and shall not be construed as an actual or implied representation or warranty by Seller as to the condition of the Property or the absence of Hazardous Substances.

27. **LITIGATION EXPENSES:** In any action brought in connection with this Agreement, the prevailing party shall be entitled to recover its litigation expenses, including, but not limited to, court costs, disbursements, witness fees, experts' fees, and attorneys' fees.

28. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement.

29. **SPECIFIC PERFORMANCE:** If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may, at Seller's option, declare this Agreement terminated. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may declare this Agreement terminated, or Buyer may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by either party of any such right or remedy shall not preclude it from exercising any other such right or remedy. Neither party shall have the right to seek monetary damages from the other party (whether actual, consequential, punitive or otherwise).

30. **COMPUTATION OF TIME:** For the purpose of computing the time periods specified in this Agreement, Saturdays, Sundays and legal holidays shall be counted. However, where the last day for performing any act falls on a Saturday, Sunday, or legal holiday, that act may be performed on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property. Buyer has not relied on any statements or representations by Seller except as are set forth in this Agreement.

32. **NON-ASSIGNABILITY:** Buyer shall not in any manner assign or transfer its rights under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without the advance written consent of Seller. Any attempted or purported assignment or transfer by Buyer without such consent shall be void. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. The foregoing assignment and transfer limitation shall not be construed to require the Buyer to obtain the Seller's consent to lease or otherwise grant an interest in real property in the Property or any portion thereof to the Chicago Park District, or to a not-for-profit organization whose purpose is to hold or develop open lands for the public's enjoyment, in connection with the construction, development and operation of the Bloomingdale linear park project.

33. **SURVIVAL OF TERMS AND CONDITIONS:** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

34. **SURVIVAL OF POST-CLOSING CONVEYANCE CONFIRMATION INSTRUMENTS, INDEMNIFICATION, LITIGATION EXPENSE AND CONFIDENTIALITY PROVISIONS:** The Post-Closing Conveyance Confirmation Instruments, indemnification, litigation expense, and confidentiality provisions of this Agreement shall survive its termination.

35. **APPLICABLE LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

36. **SEVERABILITY:** Each provision, Section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

37. **RAIL SERVICE; NO OBLIGATION:** Nothing in this Agreement is intended to create, nor shall it be construed to create, any express or implied obligation on the part of Seller to provide (or continue to provide) rail service to Buyer and/or the Property. Nothing in this Agreement is intended to prevent or limit, nor shall it be construed to prevent or limit, the discontinuance, by Seller, of rail service over any railroad line or trackage by which rail service is or may be provided to Buyer and/or the Property.

38. **HEADINGS:** The Section headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the Sections to which they are appended, and they shall not be used or construed as guides to the interpretation of said Sections.

39. **OFFER DATE:** This offer is dated June ____, 2012.

OFFER:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation

By: _____
Gabe Klein, Commissioner

Date: _____

ACCEPTANCE:

SOO LINE RAILROAD COMPANY

By _____

Date: _____

Not Assignable Without Consent

EXHIBIT A

Depiction of Property

[SEE ATTACHMENT]

EXHIBIT B

Track Easement Reservation Map

[SEE ATTACHMENT]

EXHIBIT C

List of Easements, Licenses and Permits

[SEE ATTACHMENT]

APPENDIX 1

Quit Claim Deed

QUIT CLAIM DEED

THE GRANTOR, **SOO LINE RAILROAD COMPANY**, a Minnesota corporation doing business as Canadian Pacific Railway, with its principal regional offices located at 120 South Sixth Street, Suite 900, Minneapolis, MN 55402 ("**Grantor**"), for good and valuable consideration, CONVEYS and QUIT CLAIMS to **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation, with its principal place of business located at 30 N. LaSalle Street, 11th Floor, Chicago, IL 60602 ("**Grantee**"), all interest in the following described real estate:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

situated in the County of Cook in the State of Illinois, together with the following:

- (a) the land described in Exhibit A including without limitation, the extension to the north at Kimball Avenue and to the south at Damen Avenue (the "**Land**");
- (b) all Improvements upon the Land, except rail, ties, tie-plates, switches and other appurtenances thereto, which Seller shall be entitled to remove prior to June 15, 2013;
- (c) all easements, rights, privileges and appurtenances thereto, including, without limitation, all rights of the Seller in the embankment and elevated rail line and related improvements located within the right of way of, or constructed upon, or adjacent to the Bloomingdale Road (subsequently renamed as Bloomingdale Avenue) right of way, or otherwise used by Seller in its operations of the Bloomingdale Line, and, to the extent not terminated prior to the date hereof in accordance with the Purchase and Sale Agreement dated ____, 2012 between the Grantor, as Seller, and the Grantee, as Buyer, any and all rights of Grantor under any advertising, billboard or similar signage agreements entered into by Seller or its predecessors or affiliates for signage located on the Property (all such improvements, collectively, the "**Improvements**");
- (d) any streets, alleys or public ways previously vacated for such Improvements (if any); and
- (e) any land separately or subsequently acquired by Seller in connection with said Bloomingdale Line.

Subparts ((a) through (e) collectively being the "**Property**").

Grantor does hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Covenant Not to Sue

As used in this Quit Claim Deed, "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims); "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

By accepting delivery of this Quit Claim Deed, Grantee, for itself, and, to the extent permitted by law, its successors and assigns, and anyone acting on its behalf or their behalf, covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

This deed shall be effective as of _____, 20__.

Permanent Index Numbers (PIN): _____

GRANTOR:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation

By: _____
Gabe Klein, Commissioner

Date: _____

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

The foregoing easement was acknowledged before me this _____ day of _____ 20__, by Gabe

Klein, Commission of the Department of Transportation for the City of Chicago, an Illinois municipal corporation and home rule unit of government, on behalf of the city.

Notary Public

Notary Seal

Future Taxes to:

City of Chicago
Department of Transportation
30 N. LaSalle Street, 11th Floor
Chicago, IL 60602

Return to:

City of Chicago
Department of Transportation
30 N. LaSalle Street, 11th Floor
Chicago, IL 60602

This Instrument Prepared By:

Leonard, Street & Deinard,
Professional Association
150 South Fifth Street, Suite 2300
Minneapolis, Minnesota 55402

**EXHIBIT A
TO
APPENDIX 1**

Legal Description

[INSERT LEGAL]

APPENDIX 2

Track Easement

(Above Space is Reserved for Recording Information) _____

TRACK EASEMENT

Date: _____, 20____

For valuable consideration,

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation, with its principal place of business located at:

30 N. LaSalle Street, 11th Floor
Chicago, IL 60602

("Grantor")

hereby grants and conveys to

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific Railway, with its principal regional offices located at:

120 South Sixth Street, Suite 900
Minneapolis, MN 55402

("Grantee"),

an easement thirty (30) feet in width for the operation, maintenance, repair, renewal, removal, and replacement of a railroad track, the ties and their appurtenances (the "**Track**"), such easement to continue only so long as used for such purposes, in, over, under and upon the real property in **Cook County, Illinois** that is described as follows:

[INSERT LEGAL]

,the "Easement Property."

The rights herein granted will be extinguished when Grantee, or its successor or assign:

- (i) either physically removes the tracks and appurtenances with the intent not to replace or reconstruct the tracks;
- (ii) gives Grantor (or Grantor's successor or assign) notice that it intends to retire the tracks; or
- (iii) fails to use the tracks for the storage of railroad cars or equipment for a period of two years.

Upon termination or expiration of this easement, Grantee shall promptly (weather permitting) remove all rail, ties and appurtenances thereto from the Property and following receipt of a request from Grantor (or Grantor's successor or assign) execute and deliver for no consideration a release of the rights herein granted in a form acceptable to Grantor (or Grantor's successor or assign.)

Grantor reserves the title to said Property to itself, and Grantee's maintenance and use for the above purposes upon said Property, however long continued, shall not vest in Grantee rights adverse to those of Grantor other than those granted by this indenture.

Grantee assumes the risk of damage to or destruction of the Track except damage caused by Grantor or its agents or other invitees.

Grantee, while this easement is in effect, shall not take any action, or allow any of its invitees to take any action, to release or deposit any hazardous substances onto such Property and shall in its use of such Property, comply with all applicable environmental laws and regulations.

During the term of the Track Easement, the Parties shall indemnify and hold harmless the other party and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all claims for injuries and/or damages arising at common law, in equity or under a federal, state or local statute rule or regulation of every kind arising from any injury to persons, firms or corporation whomsoever, including injuries resulting in death, and damage to property whatsoever, wherever such persons or property are located, to the extent caused by or attributable to any act or omission of the party or its employees, agents, representatives, or invitees. The parties' obligations hereunder shall survive the extinguishment of the Track Easement.

THIS EASEMENT shall inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.

[Signature and Notary on Following Page]

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation

By: _____
Gabe Klein, Commissioner

Date: _____

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

The foregoing easement was acknowledged before me this _____ day of _____ 20____, by Gabe Klein, Commission of the Department of Transportation for the City of Chicago, an Illinois municipal corporation and home rule unit of government, on behalf of the city.

Notary Public

Notary Seal

This document was drafted by:

David S. Drach
Real Estate Department
Soo Line Railroad Company
120 South Sixth Street
Suite 900
Minneapolis, MN 55402

EXHIBIT C

Property Address: 1801 N. Kimball Avenue, Chicago, IL
PIN Numbers: 13-35-409-032 and 13-35-409-040
Legal Description:

A PART OF BLOCK 10 OF SIMONS 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. AND: 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 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° 31' 58" 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 ° 41' 35" WEST) TO A POINT; THENCE NORTH 87° 1' 33" 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.

Property Address: 1808 N. Whipple Street, Chicago, IL
PIN Numbers: 13-36-310-042 and 13-36-310-043
Legal Description:

LOT 20 (EXCEPT THE NORTH 18 FEET THEREOF), ALL OF LOT 21 AND THE NORTH 1/2 OF LOT 22 IN BLOCK 3 IN THE ALVA TROWBRIDE & 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 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: Vacated Bloomingdale Avenue, Chicago, IL
PIN Number: 13-36-315-061
Legal Description:

ALL OF THAT PART OF W. BLOOMINGDALE AVENUE AS DEDICATED BY DEED RECORDED SEPTEMBER 21, 1881 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 349178 AND BEING DESCRIBED IN THE LAST DESCRIBED DOCUMENT AS THE "SOUTH SEVENTEEN (17) FEET OF LOT 11 IN BLOCK 8 IN

HANSBROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO

ALL THAT PART OF W. BLOOMINGDALE AVENUE LYING SOUTH OF THE SOUTH LINE OF LOT 11, LYING NORTH OF A LINE 11 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 11 AND LYING BETWEEN THE SOUTHERLY EXTENSIONS OF THE EAST AND WEST LINES OF LOT 11 ALL IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID, SAID PART OF PUBLIC STREET HEREIN VACATED BEING FURTHER DESCRIBED AS W. BLOOMINGDALE AVENUE BEING A PUBLIC RIGHT OF WAY 28.0 FEET IN WIDTH LYING WEST OF THE WEST LINE OF N. CALIFORNIA AVENUE AND LYING EAST OF THE EAST LINE OF THE NORTH-SOUTH 14 FOOT PUBLIC ALLEY WEST OF N. CALIFORNIA AVENUE.

Property Address: 1759 N. Milwaukee Avenue, Chicago, IL

PIN Number: 14-31-502-001

Legal Description:

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

Property Address: 1800 N. Damen Avenue, Chicago, IL

PIN Number: 14-31-323-015

Legal Description:

LOT 25 IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 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.

Property Address: 1752 N. Damen Avenue, Chicago, IL

PIN Number: 14-31-323-019

Legal Description:

THAT PART OF A NORTHERLY LINE DESCRIBED AS FOLLOWS:

LOT 22, PART OF LOT 23, PART OF LOT 24, PART OF LOT 21 PART OF LOT 20, PART OF LOT 19 AND PART OF LOT 18 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/2 OF THE SOUTHWEST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BEGINNING AT A POINT ON THE WEST LINE OF DAMEN AVENUE, 41.84 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 22 THEN NARROWLY ALONG A CURVE CONVEX NORTHERLY, A RADIUS OF 1385.13 FEET, AN ARC DISTANCE OF 215 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF LOT 18 INCLUDING THE VACATED ALLEY LYING WITHIN.

Property Address: Bloomingdale Rail Right of Way, Chicago, IL
PIN Number: 13-35-500-001

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 33 IN BLOCK 8 OF DREW AND DRYER'S SUBDIVISION OF BLOCK 4 TO 9 OF SIMON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH ALONG THE PROLONGATION OF THE WEST RIGHT OF WAY LINE OF ST. LOUIS AVENUE 15.00 FEET; THENCE WEST ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 33 IN SAID SUBDIVISION 48.00 FEET; THENCE NORTH ALONG A LINE 48.00 FEET WEST OF AND PARALLEL TO THE PROLONGATION OF THE WEST RIGHT OF WAY LINE OF ST. LOUIS AVENUE 15.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 33; THENCE EAST ALONG THE SOUTH LINE OF LOT 33 IN SAID SUBDIVISION 48.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33 BEING ALSO THE POINT OF BEGINNING.