



City of Chicago
Office of the City Clerk
Document Tracking Sheet



SO2017-7158

Meeting Date: 10/11/2017
Sponsor(s): Smith (43)
Type: Ordinance
Title: Long term public way easement agreement with 710 W Fullerton Ave LLC for existing loading dock tunnel
Committee(s) Assignment: Committee on Transportation and Public Way

**SUBSTITUTE ORDINANCE
FOR LONG TERM PUBLIC WAY EASEMENT**

WHEREAS, The City of Chicago ("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 of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant a long term public way easement for an existing tunnel ("Tunnel") under the public street ("West Fullerton Avenue") described in this ordinance; and

WHEREAS, 710 West Fullerton Avenue, LLC, a Delaware limited liability company, which is licensed to transact business in Illinois ("Grantee") is the owner of the real property and improvements located at 700 West Fullerton Avenue ("Grantee Property"); and

WHEREAS, Lincoln Fullerton REIT Property LLC, a Delaware limited liability company, which is licensed to transact business in Illinois ("REIT"), is the owner of the real property and improvements located at 701-739 West Fullerton Avenue ("REIT Properties"); and

WHEREAS, the Tunnel connects the Grantee Property on the north side of West Fullerton Avenue to the REIT Properties on the south side of West Fullerton Avenue; and

WHEREAS, the Grantee Property and the REIT Properties are collectively referred to herein as the "Properties"; and

WHEREAS, Grantee wishes to use the Tunnel for the purpose of transporting deliveries from the below-grade loading docks on the south side of West Fullerton Avenue to the Grantee Property on the north side of Fullerton; conducting move in/move out operations from the loading dock; and such other uses necessary or incidental to the operation of the Grantee Property as a senior housing facility; and

WHEREAS, REIT has consented to connection of the Tunnel between the Properties; and

WHEREAS, the Tunnel was previously permitted under the Use of the Public Way Program ("Program") by the City's Department of Business Affairs and Consumer Protection ("BACP"), but is no longer being handled under the BACP Program; and

WHEREAS, Grantee represents that it has expended substantial funds for the improvement of the Tunnel in order to facilitate the interconnection between the Properties; and

WHEREAS, Grantee has requested that the City grant it a long term public way easement to use the Tunnel under West Fullerton Avenue for the operation of its senior living facility; and

WHEREAS, Grantee has proposed an initial term of 40 years expiring on the earlier of (i) the fortieth anniversary of the effective date of the Public Way Easement Agreement (as hereinafter defined), or (ii) the date the Grantee Property ceases to be used as a senior living

facility, provided that (x) Grantee shall pay compensation to the City in the amount of One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000), as set forth herein; and

WHEREAS, Grantee has further proposed that if, at the end of the initial 40-year term, the Grantee Property continues to be used as a senior living facility, the term shall automatically be extended (i) for an additional period of ten (10) years, or (ii) until the date the Grantee Property ceases to be used as a senior living facility, whichever first occurs, upon the same terms and conditions applicable to the initial 40-year term, provided that Grantee shall make an additional payment to the City in the amount of the then appraised fair market value of the easement; and

WHEREAS, the Tunnel will require the use of the public right-of-way below the grade of West Fullerton Avenue ("Public Way Easement Area"), as depicted and legally described on the Plat of Easement ("Plat") attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the City's Department of Transportation ("CDOT") has determined that the Tunnel will not interfere with the City's traffic infrastructure and will benefit the local businesses adjacent to and connecting to the Tunnel; and

WHEREAS, the City is willing to grant a long term public way easement to Grantee to use the Tunnel under Fullerton Avenue on the same terms and conditions set forth in the Public Way Easement Agreement (the "Public Way Easement Agreement") attached hereto and incorporated herein as Exhibit B; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner"), or any designee of the Commissioner, is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Public Way Easement Agreement between Grantee and the City, substantially in the form attached hereto as Exhibit B, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Public Way Easement Agreement.

SECTION 3. The Public Way Easement Area shall be subject to, and Grantee accepts, an existing 12" water main, an existing 36" brick sewer, and any other appurtenances that may encroach into the Public Way Easement Area. The City shall have 24-hour access to the Public Way Easement Area, and no new private structures or facilities shall be erected upon or installed in, or other use made of, the Public Way Easement Area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities. Any repair or replacement of Grantee property damaged in the Public Way Easement Area as a result of the City exercising its access rights shall be the responsibility of Grantee, its successors or assigns. If Grantee wishes to renovate, modify or install new facilities in the Public Way Easement Area, plans must be reviewed, approved and permitted by CDOT and the City's Department of Water Management ("DWM") prior to the commencement of any work, with as-built drawings submitted to DWM within 45 days of completion.

SECTION 4. The Public Way Easement Area shall be subject to, and Grantee accepts, existing Commonwealth Edison facilities that may encroach into the Public Way Easement Area. Commonwealth Edison, its successors or assigns, shall have 24-hour access to the Public Way Easement Area, and no new private structures or facilities shall be erected upon or installed in, or other use made of, the Public Way Easement Area, which in the judgment of said utility having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional service facilities. Any repair or replacement of Grantee property damaged in the Public Way Easement Area as a result of Commonwealth Edison, or its successors or assigns, exercising its access rights shall be the responsibility of Grantee, its successors or assigns. If Grantee wishes to renovate, modify or install new facilities in the Public Way Easement Area, plans must be reviewed and approved by the utility prior to commencement of any work.

SECTION 5. 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 6. The Public Way Easement Agreement herein provided for is made upon the express condition that Grantee shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to Grantee from the grant of the initial 40-year term of the easement the sum of One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000), which sum in the judgment of this body will be equal to such benefits, and shall be paid in installments as follows:

- (a) 1st Installment -- \$97,500 on the effective date of the Public Way Easement Agreement;
- (b) 2nd Installment -- \$48,750 on or before the 20th anniversary of the effective date of the Public Way Easement Agreement; and
- (c) 3rd Installment -- \$48,750 on or before the 30th anniversary of the effective date of the Public Way Easement Agreement.

SECTION 7. If, at the end of the initial 40-year term of the Public Way Easement Agreement, the Grantee Property continues to be used as a senior living facility, the term shall automatically be extended (a) for an additional period of ten (10) years, or (b) until the date the Grantee Property ceases to be used as a senior living facility, whichever first occurs, upon the same terms and conditions applicable to the initial 40-year term, provided that Grantee shall make an additional payment to the City in the amount of the then appraised fair market value of the easement and the automatic extension shall not be valid until such payment is made.

SECTION 8. The Public Way Easement Agreement herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Grantee shall file or cause to be filed for recording in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, the fully executed Public Way Easement Agreement, and the accompanying Plat attached hereto as Exhibit A, as approved by the Department of Transportation's Acting Superintendent of Maps and Plats.

SECTION 9. The Public Way Easement Agreement shall take effect upon recording of the ordinance, Public Way Easement Agreement, and approved Plat.

Public Way Easement approved:



Rebekah Scheinfeld
Commissioner of Transportation

Approved as to form and legality:



Lisa Misher
Deputy Corporation Counsel



Honorable Michele Smith
Alderman 43rd Ward

EXHIBIT A
PLAT OF EASEMENT
(ATTACHED)

EXHIBIT B
EASEMENT AGREEMENT
(ATTACHED)

THIS INSTRUMENT PREPARED
BY, AND AFTER RECORDING,
PLEASE RETURN TO:

Lisa Misher
City of Chicago Department of Law
Real Estate and Land Use Division
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
(312) 742-3932

(The Above Space for Recorder's Use Only)

PUBLIC WAY TUNNEL EASEMENT AGREEMENT

This Public Way Tunnel Easement Agreement (“**Agreement**”) is entered into as of this _____ day of _____ 2019, by and between the City of Chicago, an Illinois home rule municipal corporation (“**City**”), by and through its Department of Transportation (“**CDOT**”) and 710 West Fullerton Avenue, LLC, a Delaware limited liability company, licensed to transact business in Illinois (“**Grantee**”). The City and Grantee are sometimes referred to herein jointly as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, Grantee is the owner of the real property commonly known as 700 West Fullerton Avenue, Chicago, Illinois, as legally described on Exhibit A attached hereto and made a part hereof (the “**Senior Living Property**”); and

WHEREAS, Grantee intends to improve the Senior Living Property with a senior housing facility and related improvements (collectively, the “**Senior Living Building**”); and

WHEREAS, the Senior Living Building is located on the north side of Fullerton Avenue; and

WHEREAS, Lincoln Fullerton REIT Property LLC, a Delaware limited liability company licensed to transact business in Illinois (the “**REIT**”) owns certain real property located at 701-739 West Fullerton Avenue (the “**REIT Property**”); and

WHEREAS, the REIT Property is located on the south side of Fullerton Avenue, directly across the street from the Senior Living Building; and

WHEREAS, the Senior Living Property and the REIT Property (collectively, the “**Lincoln Common Properties**”) are part of the Lincoln Common redevelopment located on the former site of the Children’s Memorial Hospital campus in Lincoln Park; and

WHEREAS, there is an existing below-grade tunnel (the “**Tunnel**”) connecting the Senior Living Property on the north side of Fullerton Avenue to the REIT Property on the south side of Fullerton Avenue; and

WHEREAS, the City previously granted Children’s Memorial Hospital permission and authority to maintain and use the Tunnel; and

WHEREAS, the Tunnel was historically used for transporting deliveries and facilitating pedestrian access between the buildings on the Children’s Memorial Hospital campus; and

WHEREAS, Grantee wishes to continue to use the Tunnel for its business and operations, and has requested a long-term public way easement under Fullerton Avenue (the “**Public Way**”) from the City to connect the Senior Living Building to the below-grade loading docks on the REIT Property (the “**Loading Dock**”), as depicted in Residential-Business Planned Development No. 58, as amended (“**PD 158**”); and

WHEREAS, the Tunnel occupies approximately eight hundred twenty seven (827) square feet more or less below the grade of the Public Way (the “**Public Way Easement Area**”), as depicted on the Plat of Easement attached hereto as **Exhibit B** (“**Plat**”) and legally described on **Exhibit C** attached hereto; and

WHEREAS, PD 158 for the Lincoln Common redevelopment requires all loading operations and deliveries for the Senior Living Building to take place from the Loading Dock; and

WHEREAS, Grantee represents that it has expended substantial funds to improve the Tunnel in order to facilitate the interconnection between the Lincoln Common Properties; and

WHEREAS, the REIT has consented to the Tunnel connection between the Lincoln Common Properties; and

WHEREAS, Grantee proposes to use the Tunnel for: (i) transporting deliveries of supplies from the Loading Dock; (ii) conducting move in/move out operations from the Loading Dock; (iii) such other uses necessary or incidental to the operation of the Senior Living Building as a senior living facility; and (iv) allowing Grantee, its agents, contractors and engineers to maintain, repair, and inspect the Tunnel (collectively, the “**Permitted Uses**”); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the “**Easement Ordinance**”), authorized the execution of this Agreement.

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

1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, the City hereby grants to Grantee an easement ("Easement") across the Public Way Easement Area for the use, operation, maintenance, and repair of the Tunnel. This Easement is subject to an existing 12" water main, an existing 36" brick sewer, existing Commonwealth Edison facilities, and any other appurtenances that may encroach into the Public Way Easement Area as depicted on the Plat attached hereto as **Exhibit B** (collectively, the "Service Facilities").

2. **Terms.** The following terms and conditions apply to the Easement:

(a) The Easement is an easement appurtenant in favor of Grantee.

(b) The Easement is granted for a term (the "Term") commencing on the date hereof (the "Commencement Date") and expiring on the earlier of (i) forty (40) years from the Commencement Date, or (ii) the date the Senior Living Building ceases to be used as a senior living facility, provided that Grantee shall pay compensation to the City in the amount of One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000), which sum shall be paid in installments as follows:

(i) 1st Installment -- \$97,500 on or before to the date hereof;

(ii) 2nd Installment -- \$48,750 on or before the 20th anniversary of the date hereof; and

(iii) 3rd Installment -- \$48,750 on or before the 40th anniversary of the date hereof.

(c) If at the end of the Term the Senior Living Building continues to be used as a senior living facility, the Term shall automatically be extended (i) for an additional period of ten (10) years, or (ii) until the date the Senior Living Building ceases to be used as a senior living facility, whichever first occurs (the "Extended Term"), upon the same terms and conditions applicable to the initial Term, provided that Grantee shall make a second payment to the City in the amount of the then appraised fair market value of the Easement and the automatic extension shall not be valid until such payment is made. Grantee must notify the City in writing at least one (1) year prior to the expiration of the initial Term to order an appraisal to determine the amount of the payment required for the Extended Term. The Extended Term set forth herein shall be voidable by the City, at the City's option, if Grantee is in default under any of the covenants and obligations contained in this Agreement at the commencement of the Extended Term. If the initial Term is extended pursuant to this Section 2(c), the definition of "Term" as used in this Agreement shall include the Extended Term. Nothing herein precludes Grantee from seeking City Council approval to further extend the Term of this Agreement upon the expiration of the Extended Term.

(d) Grantee represents and warrants to the City that it is the owner of the Senior Living Property, the Senior Living Building, and that the Grantee has sufficient title and fee interest in and to the Senior Living Property to enter into this Agreement.

(e) The Easement granted pursuant to this Agreement constitutes a contemporaneous grant of interest in real property and is not executory in nature.

(f) This Easement shall run with the Senior Living Property for the Term so long as the Senior Living Building is used as a senior living facility. If Grantee transfers any interest in the Senior Living Property or the Senior Living Building to an individual or entity who will not use the Senior Living Building or the Senior Living Property as a senior living facility, the Easement will immediately terminate and the new owner of the Senior Living Property must apply for a new easement or promptly close-off the Tunnel in a manner approved by CDOT and subject to the City's continuing right of access to inspect.

3. Grantee's Obligations.

(a) Prior to the commencement of construction of any alterations to the Tunnel within the Public Way Easement Area, Grantee shall deliver proposed plans and specifications for such alterations to the Commissioner for CDOT's review and approval. Grantee expressly warrants that any such alterations shall be designed and constructed in compliance with all federal, state and local laws and regulations in effect at the time, and that all improvements made by Grantee to date are in compliance with all federal, state and local laws and regulations.

(b) Grantee shall be responsible for obtaining approvals of, and paying for, any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any other structures or facilities, located in or adjacent to the Public Way Easement Area which are owned by the City or any third-party utility company, including pavements, bridges, poles and other facilities and utilities, which are or may be necessary or appropriate to facilitate work related to the Tunnel. Grantee shall be responsible for obtaining the consent of and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any City department.

(c) Grantee shall secure all necessary permits and approvals, including but not limited to, building permits, for the Tunnel.

4. Uses within the Easement Area.

(a) Grantee may not use or permit the use of the Tunnel for any purpose other than the Permitted Uses.

(b) Grantee may establish reasonable rules and regulations related to the use of the Tunnel. Grantee may at its sole discretion control the use of and access to the Lincoln Common Properties through the Tunnel. Notwithstanding the foregoing, the City reserves the right to access the Tunnel and Public Way Easement Area 24 hours per day, 365 days per year, upon reasonable prior notice to Grantee.

5. **Tunnel Alterations.** Grantee may not erect any structures, install any facilities or make any use of the Public Way Easement Area which in the judgment of the City or the utility companies having control of the Service Facilities would interfere with the use, maintenance, renewal or reconstruction of such Service Facilities or the construction of additional City-owned service facilities. Any repair or replacement of private property damaged in the Public Way Easement Area as a result of the City or any utility company exercising its access rights shall be the responsibility of Grantee, its successors or assigns. If Grantee wishes to modify the Tunnel, or install new structures or facilities in or connecting to the Tunnel, Grantee must deliver proposed plans and specifications to CDOT for CDOT's review and approval prior to the commencement of any work. If CDOT approves the work, Grantee must obtain permits for such work from CDOT and the City's Department of Water Management ("DWM"). Grantee shall submit as-built drawings to DWM within 45 days of completion of such work.

6. **Termination and Closure.** Grantee shall have the right to terminate this Easement at any time, provided that upon such termination, Grantee shall promptly secure and close the Tunnel under the supervision and to the satisfaction of the Commissioner and in accordance with the Municipal Code of Chicago.

7. **Restoration.** Grantee shall restore the Public Way to the extent altered, disturbed or damaged by the use, operation, inspection, maintenance, repair, replacement or removal of the Tunnel, and all work related thereto, to a proper condition under the supervision and to the satisfaction of the Commissioner and in accordance with the Municipal Code of Chicago.

8. **Indemnity.** Except with respect to the negligent or wrongful intentional acts of the City (to the extent the same are the cause of an injury or loss to a third person), Grantee hereby indemnifies and agrees to hold harmless and defend City from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to the City, any natural person, or the City's property, including but not limited to the Public Way Easement Area and all other impacted City right-of-way areas, the property of any person, arising out of this Agreement or the occupancy, use, operation, maintenance, repair or replacement of the Tunnel or the Public Way Easement Area by Grantee, its officers, employees, agents and invitees. If legal action is taken against the City or its agents or any claim is made relating to the Public Way Easement Area or the Tunnel as a result of the foregoing, the City may elect to tender said defense to Grantee which shall and must defend such action or claim at Grantee's own expense and the City shall cooperate with Grantee in the defense thereof. The City shall have the right to join Grantee as a party defendant in any such legal action. This

indemnity shall not be the exclusive remedy of the City, and the City shall maintain whatever other right of indemnity it may have under common law, by statute, or by ordinance. This indemnification shall survive any termination or expiration of this Agreement.

9. **Operation, Maintenance and Security of the Easement Area and Tunnel.**

(a) Grantee shall maintain the Public Way Easement Area and Tunnel as required hereunder at its sole cost and expense.

(b) Grantee shall maintain the Public Way Easement Area and Tunnel so that the Tunnel does not unduly interfere with any use of the Public Way by the City, the public, or any person or entity authorized to use or occupy the Public Way.

(c) Grantee shall conduct regular documented inspections of the Tunnel and the Public Way Easement Area and maintain the Tunnel and Public Way Easement Area in a structurally sound, clean, aesthetically attractive, and usable condition and to the satisfaction of the Commissioner. All maintenance records for the Tunnel and Public Way Easement Area shall be made available to CDOT upon CDOT's written request for such documentation.

(d) Grantee shall cooperate with the City concerning the coordination of uses of the Public Way, including prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Public Way Easement Area and Tunnel.

(e) Grantee shall pay for any and all utility expenses incurred with respect to the operation, maintenance, repair, replacement, and/or removal of the Tunnel, or any part thereof, within the Public Way Easement Area.

(f) Grantee shall provide security over the Public Way Easement Area and Tunnel at its sole cost and expense.

10. **City Has No Maintenance and Operational Duties.** Grantee acknowledges that the City is not responsible for the operation, maintenance, repair, replacement and/or removal or security of the Tunnel or the Public Way Easement Area, and the City has no obligations with respect thereto.

11. **Insurance.**

(a) Grantee shall procure and maintain, at all times, and shall cause all of its contractors and subcontractors (each, a "**Contractor**") to procure and maintain, all of the types and coverages of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations within the Public Way Easement Area and Tunnel under this Agreement, whether performed by Grantee or any of its Contractors.

(b) The kinds and amounts of insurance required are as follows:

(i) Workers' Compensation and Occupational Disease Insurance. Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide Work under this Agreement. Employers' liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, illness or disease.

(ii) Commercial Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance, or equivalent, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage liability. All premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, separation of insureds, defense and contractual liability coverages are to be included. The City is to be named as an additional insured on a primary non-contributory basis for any liability related directly or indirectly to this Agreement. Contractors performing work for Grantee must maintain limits of not less than \$2,000,000 with the same terms herein.

(iii) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Grantee provide or cause to be provided, Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis. Contractors performing work for Grantee must maintain limits of not less than \$1,000,000 with the same terms herein.

(c) Additional Requirements.

Grantee must provide, and cause its Contractors, to provide the City of Chicago, Department of Transportation, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602-2570, original Certificates of Insurance, 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 certificate 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 Grantee or its Contractors is not a waiver by the City of any requirements for Grantee to obtain and maintain the specified coverages. Grantee and its Contractors must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantee or its Contractors of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

Grantee agrees to make commercially reasonable efforts to obtain from its insurers, when and if available in the industry, a certificate providing that such coverage shall not be suspended,

voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantee and its Contractors.

Grantee hereby agrees and will cause its Contractors to agree that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Grantee and its Contractors in no way limit Grantee's or any Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Grantee and its Contractors under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Grantee or any of its Contractors is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Grantee must require its Contractors to provide the insurance required herein. All Contractors are subject to the same insurance requirements of Grantee unless otherwise specified in this Agreement.

The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

12. **Default.** Grantee shall be in default hereunder in the event of a material breach by Grantee of any term or condition of this Agreement including, but not limited to, a representation or warranty, where Grantee has failed to cure such breach within sixty (60) days after written notice of breach is given to Grantee by City setting forth the nature of such breach. Failure of City to give written notice of breach to Grantee shall not be deemed to be a waiver of the City's right to assert such breach at a later time. If the default is not capable of being cured within the sixty (60) day period, then provided Grantee has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, termination of this Agreement and removal of the Tunnel at Grantee's sole expense.

13. **No Liens.** Grantee shall not permit any lien to stand against the Public Way Easement Area or the Tunnel for any labor or material in connection with work of any character performed in the Public Way Easement Area at the direction or sufferance of Grantee.

14. **Compliance with Law.** Grantee agrees that the Public Way Easement Area and Tunnel shall be used, and any alterations to the structures located within the Public Way Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with all applicable laws, statutes and ordinances.

15. **Partial Invalidity.** If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

16. **Notices.** Any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given if and when personally delivered or on the next following business day if transmitted by reputable overnight carrier. Notices shall be addressed to Grantee and City at their respective addresses set forth below, or to such substitute address as Grantee or City may have designated by notice in accordance herewith:

If to the City:

City of Chicago
Department of Transportation
30 North LaSalle Street, Room 500
Chicago, Illinois 60602
Attn: Maps and Plats / Vacations

With a copy to:

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to Grantee:

710 West Fullerton Ave, LLC
7660 Woodway Dr., Suite 400 Houston TX 77063
Attn: Stephen Brollier

With a copy to:

John J. George
Akerman LLP
71 S. Wacker Dr., Suite 4700
Chicago, IL 60606

17. **Illinois Law.** This Agreement has been negotiated, executed and delivered in Chicago, Illinois, and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way.

18. **Execution and Recordation of Agreement.** The execution and recordation of this Agreement shall be subject to the finalization of all utility negotiations and further provided

that Grantee supplies the City with sufficient proof of ownership of the Senior Living Property, and any other documents that the City may deem necessary.

19. **No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit solely of Grantee and the City and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

20. **Authority and Validity.** Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. **Miscellaneous.**

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Property and shall be binding upon Grantee, its successors and assigns having any interest in the Property.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, 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 this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement and the accompanying Plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

22. **Business Relationships.** Grantee acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement. Grantee hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement.

23. **Patriot Act Certification.** Grantee represents and warrants that neither Grantee nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Grantee that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Grantee, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

24. **Prohibition on Certain Contributions Mayoral Executive Order 2011-4.**

Grantee agrees that Grantee, any person or entity who directly or indirectly has an ownership or beneficial interest in Grantee of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Grantee's contractors (i.e., any person or entity in direct contractual privity with Grantee regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Grantee and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Grantee, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Grantee and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Grantee represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached Grantee or the date Grantee approached the City, as applicable,

regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Grantee agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Grantee agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Grantee agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Grantee intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which Grantee is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and

- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

25. **Failure to Maintain Eligibility to Do Business with the City.** Failure by Grantee or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement. Grantee shall at all times comply with Section 2-154-020 of the Municipal Code.

26. **Inspector General.** It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

27. **Waste Ordinance Provisions.** In accordance with Section 11-4-1600(e) of the Municipal Code, Grantee warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the “**Waste Sections**”). During the period while this Agreement is executory, any violation of the Waste Sections by Grantee, its general contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of Grantee, the general contractor and any subcontractors to comply with all applicable laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement.

28. **2014 City Hiring Plan.**

(a) The City is subject to the June 16, 2014 “City of Chicago Hiring Plan” (as amended, the “**2014 City Hiring Plan**”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Grantee is aware that City policy prohibits City employees from directing any individual to apply for a position with Grantee, either as an employee or as a subcontractor, and from directing Grantee to hire an individual as an employee or as a subcontractor. Accordingly, Grantee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Grantee under this Agreement are employees or subcontractors of Grantee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Grantee.

(c) Grantee will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Grantee by a City employee or City official in violation of Section 28(b) above, or advocating a violation of Section 28(c) above, Grantee will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (the “**OIG**”), and also to the head of the relevant City department utilizing services provided under this Agreement. Grantee will also cooperate with any inquiries by the OIG.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantee and City have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____

Rebekah Scheinfeld
Commissioner
Department of Transportation

**710 WEST FULLERTON AVENUE,
LLC,**
a Delaware limited liability company

By: HSRE-BV II, LLC, its sole member

By: Belmont GP Illinois, LLC, its member

By: _____

Stephen Brollier – EVP
or Patricia Will – President

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Rebekah Scheinfeld, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, Illinois (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 201____.

Notary Public

STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the _____ of 710 West Fullerton Avenue, LLC (the "LLC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said instrument pursuant to authority given her/him on behalf of the LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 201____.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SENIOR LIVING PROPERTY

PARCEL 1:

LOTS 97 THROUGH 102, BOTH INCLUSIVE, AND LOT 103 EXCEPT THE NORTH 12.52 FEET OF THE EAST 68.94 FEET THEREOF, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PARCEL BEING ALSO DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 97 THROUGH 103, BOTH INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 97 THROUGH 101 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 102 AND LYING EAST OF THE WEST LINE OF SAID LOT 102 PRODUCED SOUTH DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 97; THENCE NORTH 00 DEGREES 19 MINUTES 41 SECONDS WEST 140.04 FEET ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER OF SAID LOT 97; THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST 16.76 FEET ALONG THE NORTH LINE OF SAID LOT 97 TO INTS INTERSECTION WITH THE WEST LINE OF THE AFORESAID VACATED ALLEY; THENCE NORTH 00 DEGREES 15 MINUTES 56 SECONDS WEST 71.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF LOTS 102 AND 103 AFORESAID TO THE NW CORNER OF SAID LOT 103; THENCE SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST 56.95 FEET ALONG THE NORTH LINE OF SAID LOT 103 TO THE WEST LINE OF THE EAST 68.94 FEET OF LOT 103; THENCE SOUTH 00 DEGREES 18 MINUTES 45 SECONDS EAST 12.52 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 57 SECONDS EAST 68.94 FEET TO THE EAST LINE OF LOT 103; THENCE SOUTH 00 MINUTES 18 MINUTES 45 SECONDS EAST 198.48 FEET ALONG THE EAST LINE OF LOTS 101, 102 AND 103 AFORESAID TO THE SOUTHEAST CORNER OF SAID LOT 101; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 142.67 FEET ALONG THE SOUTH LINE OF LOTS 97 THROUGH 101 AFORESAID TO THE POINT OF BEGINNING, ALL IN JOHN T. DAVIS' SUBDIVISION OF THE SOUTH 836 FEET OF OUTLOT "F" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TEMPORARY CONSTRUCTION EASEMENT AGREEMENT DATED JUNE 10, 2016 AND RECORDED JUNE 16, 2016 AS DOCUMENT 1616844054, AND AS AMENDED BY FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED FEBRUARY 24, 2017 AS DOCUMENT NUMBER 1705515022, FROM ORCHARD FULLERTON SH TH LLC TO 710 WEST FULLERTON AVENUE, LLC FOR THE PURPOSE OF DEMOLISHING THE EXISTING IMPROVEMENT LOCATED ON PARCEL 1 (AS DESCRIBED ABOVE) AND CONSTRUCTING THE IMPROVEMENTS ON PARCEL 1, OVER THE LAND DEPICTED ON EXHIBIT C OF THE FIRST AMENDMENT TO TEMPORARY CONSTRUCTION AGREEMENT.

PIN: 14-28-312-079-0000

Property Address: 700 West Fullerton Avenue, Chicago, Illinois 60614

EXHIBIT B
PLAT OF EASEMENT
(Attached as Exhibit A to Ordinance)

EXHIBIT C

LEGAL DESCRIPTION OF PUBLIC WAY EASEMENT AREA

THAT PART OF THE 66 FOOT WIDE W. FULLERTON AVENUE IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 AND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.75 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +8.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 101 IN THE SUBDIVISION OF THE SOUTH 836 FEET OF OUT LOT F IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 28, RECORDED JULY 5, 1882, AS DOCUMENT NUMBER 406199; THENCE ALONG AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 97 TO 101, INCLUSIVE, IN THE SUBDIVISION OF THE SOUTH 836 FEET OF OUT LOT F IN WRIGHTWOOD, AFORESAID, A DISTANCE OF 131.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 03 SECONDS WEST 17.58 FEET; THENCE SOUTH 19 DEGREES 14 MINUTES 38 SECONDS WEST 51.28 FEET TO A POINT ON THE NORTH LINE OF LOT 20 IN W. G. DOW'S SUBDIVISION BLOCK 7 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, RECORDED AUGUST 31, 1848, ANTE FIRE, AND RE-RECORDED SEPTEMBER 24, 1877, AS DOCUMENT NUMBER 151621, SAID POINT BEING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST OF THE NORTHEAST CORNER OF LOT 23 IN W. G. DOW'S SUBDIVISION, AFORESAID, A DISTANCE OF 141.06 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 12.71 FEET; THENCE NORTH 19 DEGREES 14 MINUTES 38 SECONDS EAST 53.45 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 03 SECONDS EAST 15.53 FEET TO A POINT ON THE SOUTH LINE OF LOT 96 IN THE SUBDIVISION OF THE SOUTH 836 FEET OF OUT LOT F. IN WRIGHTWOOD, AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOTS 96 AND 97, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS. CONTAINING 827 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.



CHICAGO DEPARTMENT OF TRANSPORTATION

CITY OF CHICAGO

03/01/2019

Mr. Edward Siskel
Corporation Counsel
Room 600 - City Hall
Chicago, IL 60602-1289

Attention: Ms. Lisa Misher
Chief Assistant Corporation Counsel

Re: Long Term Easement Renewal for 710 West Fullerton LLC (AKA Belmont Senior Residences)

LTE File: 33/28-43-16-3783

Dear Mr. Siskel:

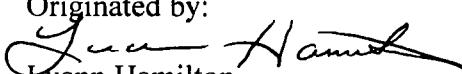
Pursuant to a request from Ms. Margaret Scott we are transmitting herewith for your review and approval as to form and legality an original and three (3) copies of a proposed long term easement for the 710 West Fullerton LLC for an existing tunnel under Fullerton between N. Orchard Street and N. Burling Street, as previously used by Children's Memorial Hospital. The location is in the 43rd Ward. 710 West Fullerton LLC is the owner of record to the properties on the north side of W. Fullerton and the applicant for the easement. The owner on the south side of W. Fullerton Avenue is Lincoln Fullerton REIT Property LLC, which has consented to the continuing underground connection between buildings but will not retain any rights to the tunnel.

Section 2 of the ordinance requires execution of a Public Way Easement Agreement. Section 3 reserves access and other rights for Water Management. Compensation is due to the City in Section 5. Sections 6 and 7 are recording information. The person to contact in connection with this proposed ordinance is Attorney Kate Duncan at 312-870-8024.

Sincerely,

Rebekan Schemfeld
Commissioner

Originated by:


Luann Hamilton
Deputy Commissioner

RS: LH: RD

cc: Alderman Michele Smith
 Alderman Anthony Beale
 Sandra Foreman/w Attach. Dwg.-s.f. & Ord.(3) file copies
 Maps & Plats (2) file copies

30 NORTH LASALLE STREET, SUITE 1100, CHICAGO, ILLINOIS 60602



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL—SECOND FLOOR
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: 312-744-4096
FAX: 312-744-8155

COMMITTEE MEMBERSHIPS

**TRANSPORTATION & PUBLIC WAY
(CHAIRMAN)**

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

PUBLIC SAFETY

WORKFORCE DEVELOPMENT AND AUDIT

ANTHONY A. BEALE

ALDERMAN, 9TH WARD
34 EAST 112TH PLACE
CHICAGO, ILLINOIS 60628
TELEPHONE (773) 785-1100
FAX: (773) 785-2790
E-MAIL: WARD09@CITYOFCHICAGO.ORG

E-MAIL: WARD09@CITYOFCHICAGO.ORG

March 13, 2019

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith for a VACATIONS to 710 WEST FULLERTON, LLC AKA BELMONT SENIOR RESIDENCES - SO2017-7158 A proposed long term easement for the 710 West Fullerton, LLC for and existing tunnel under Fullerton between North Orchard Street and North Burling Street as previously used by Children's Memorial Hospital. This ordinance was referred to Committee on October 11, 2017.

This recommendation was concurred unanimously by viva voce vote of the members of the Committee with no dissenting vote.

(Ward 43)

Respectfully submitted,

Anton G. Abbott

Anthony Beale,
Chairman