



# City of Chicago



SO2014-5740

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	First amendment to redevelopment agreement with Chicago Manufacturing Campus LLC
<b>Committee(s) Assignment:</b>	Committee on Finance

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**CHICAGO** July 30, 2014

**To the President and Members of the City Council:**

**Your Committee on Finance having had under consideration**

A communication recommending a proposed substitute ordinance concerning the authority to amend a redevelopment agreement with Chicago Manufacturing Campus, LLC.

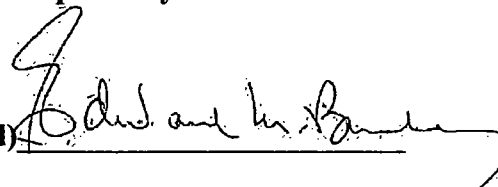
O2014-5740

Amount of Notes  
not to exceed: \$14,571,785

**Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith**

**This recommendation was concurred in by \_\_\_\_\_ (a viva voce vote) of members of the committee with \_\_\_\_\_ dissenting vote(s).**

**Respectfully submitted**

(signed) 

**Chairman**

## **SUBSTITUTE**

### **AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS AUTHORIZING AN AMENDMENT TO REDEVELOPMENT AGREEMENT**

#### **ORDINANCE**

**WHEREAS**, pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on December 21, 1994, and published at pages 63452 - 63499 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the 126th and Torrence Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on December 21, 1994, and published at pages 63495 and 63500 - 63504 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

**WHEREAS**, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on December 21, 1994, and published at pages 63505 - 63510 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

**WHEREAS**, pursuant to an ordinance (the "RDA Ordinance") adopted by the City Council on September 4, 2002, and published at pages 92335 - 92448 of the Journal of such date, the City entered into that certain Chicago Manufacturing Campus Redevelopment Agreement ("RDA") dated as of March 21, 2003 and recorded on June 12, 2003 as Document Number 0316345186 in the Office of the Cook County Recorder of Deeds by the City and Chicago Manufacturing Campus, LLC (the "Developer"); and

**WHEREAS**, the parties desire to amend the RDA to, among other things, (i) cancel the previously issued Phase I Note, Phase II Note and Phase III Note and in exchange for the City's agreement to pay the Developer City Funds subject to the provisions of the RDA, as amended by this Amendment and to Available Incremental Taxes, (ii) delete references to the Phase IV Note and (iii) otherwise to amend the RDA.

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

**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.

[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by  
and after recording return to:  
Scott D. Fehlan, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

## **FIRST AMENDMENT TO CHICAGO MANUFACTURING CAMPUS REDEVELOPMENT AGREEMENT**

This First Amendment to Chicago Manufacturing Campus Redevelopment Agreement (this "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, the date that the conditions described in Article II of this Amendment have been complied with to the City's satisfaction (the "**Effective Date**") by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Planning and Development ("**DPD**"), and Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "**Developer**").

### **RECITALS**

A. Developer and the City have entered into a Chicago Manufacturing Campus Redevelopment Agreement dated as of March 21, 2003 (the "**RDA**"), which was recorded with the Recorder of Deeds of Cook County on June 12, 2003 as Document No. 0316345186 pursuant to which the City provided additional financing to assist Developer in completing the Project (as defined in the RDA), which is located on the property described in Exhibit A attached hereto (the "**Property**"). Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the RDA.

B. The parties desire to amend the RDA to, among other things, (i) cancel the previously issued Phase I Note, Phase II Note and Phase III Note in exchange for the City's agreement to pay the Developer City Funds subject to the provisions of the RDA, as amended by this Amendment and to Available Incremental Taxes, (ii) delete references to the Phase IV Note, and (iii) otherwise to amend the RDA.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I. RECITALS

The foregoing recitals are hereby incorporated into this Amendment by reference and made a contractual part hereof.

## ARTICLE II. CLOSING CONDITIONS

The effectiveness of this Amendment is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions:

(a) Amendment. The execution of this Amendment by all parties and the recording of this Amendment;

(b) Title. The Developer has furnished the City with a Title Policy for the Property, or a binding, signed, marked-up commitment to issue such Title Policy, certified by the Title Company, showing the Developer as the Owner, satisfying the requirements described in Section 5.05 of the RDA and noting the recording of this Amendment as an encumbrance against the Property;

(c) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches, updated within twenty days before the date this Amendment is signed, as described under Section 5.06 of the RDA, showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens;

(d) Opinion of the Developer's Counsel. The Developer has furnished the City with an opinion of counsel, substantially in the form attached as Exhibit L to the RDA, with such changes as required by or acceptable to Corporation Counsel; provided, that if the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit L hereto, such opinions were obtained by the Developer from its general corporate counsel;

(e) Corporate Documents; Economic Disclosure Statement. The Developer has delivered to the City the following documents accompanied by a certificate of the secretary or authorized officer of each entity certifying them as true, correct and complete copies that have not been amended or modified: (i) Articles of Organization or Articles of Incorporation, as applicable, (ii) good standing certificate, (iii) written consent or resolutions authorizing the execution of this Amendment, (iv) evidence of incumbency, and (v) operating agreement or bylaws, as applicable. Each of Ford Motor Company, a Delaware corporation ("Ford") and the Developer has delivered Economic Disclosure Statement(s), in the City's then current form, dated the date hereof;

(f) Return of City Notes. (i) The Developer has returned to the City the original Phase I Note and the Phase II Note for cancellation by the City; and (ii) Ford has returned to the City the original Phase III Note for cancellation by the City;

(g) Payment of Bond Counsel fees. The Developer has paid the fees of Foley & Lardner, special counsel, in connection with the review of this Amendment; and

(h) Cook County approval of 6b Extension. Cook County has accepted and approved the renewal of the Cook County Class 6b incentive with respect to the Project Building.

### ARTICLE III. AMENDMENTS TO RDA

The RDA is amended as follows:

Section	Deletion and/or addition
Section 2, Definitions	<p>The following new defined terms are added:</p> <p><b>"Amendment"</b> shall mean the First Amendment to Chicago Manufacturing Campus Redevelopment Agreement dated as of _____, 2014 by and between the City and the Developer.</p> <p><b>"Chicago Manufacturing Campus Account"</b> shall have the meaning given such term in the Ordinance.</p> <p><b>"Ford Amount"</b> shall have the meaning given such term in <u>Section 4.03(b)</u>.</p> <p><b>"Ordinance"</b> shall mean the Ordinance approving this Agreement adopted by the City Council of the City on September 4, 2002 as amended on _____, 2014 (the "Ordinance").</p>
Exhibit J, Requisition Form	<u>Exhibit J</u> is deleted in its entirety and replaced by <u>Exhibit J</u> attached hereto.
Section 2, Exhibit I and elsewhere in the RDA	<p>The following defined terms, and all references to such defined terms that appear in the RDA, are deleted:</p> <p>Phase I Note, Phase I Note Amount, Phase I Note Interest Rate, Phase II Note, Phase II Note Amount, Phase II Note Interest Rate, Phase III Note, Phase III Note Amount, Phase III Note Interest Rate, Phase IV Note, Phase IV Note Amount and Phase IV Note Interest Rate</p> <p>Exhibit I-1, Form of Phase I Note, Exhibit I-2, Form of Phase II Note, Exhibit I-3, Form of Phase III Note and Exhibit I-4, Form of Phase IV Note, are hereby deleted.</p>
Section 2, Definitions	<p>The definition of the defined term listed below shall be deleted and replaced by the following:</p> <p><b>"City Funds"</b> shall mean the funds payable to the Developer pursuant to <u>Section 4.03</u>.</p>
Section 4.03 (b), Sources of City Funds	<p>This subsection shall be deleted in its entirety and replaced by the following:</p> <p>(b) <u>Sources of City Funds.</u> Subject to the terms and conditions of this Agreement, including but not limited to this <u>Section 4.03</u>, the City hereby</p>

Section	Deletion and/or addition								
	<p>agrees to provide City funds from the sources and in the amounts described directly below (the "<b>City Funds</b>") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:</p> <table> <tr> <td>Source of City Funds</td><td>Maximum Amount</td></tr> <tr> <td>82.05% of Available Incremental Taxes</td><td>\$11,571,785(*)</td></tr> <tr> <td>17.95% of Available Incremental Taxes</td><td><u>\$3,000,000 (**)</u></td></tr> <tr> <td>Total</td><td>\$14,571,785</td></tr> </table> <p>(*) Payable directly to the Developer.  (**)The Developer hereby irrevocably directs the City to pay 17.95% of Available Incremental Taxes, up to a maximum amount of \$3,000,000 (the "<b>Ford Amount</b>"), directly to Ford upon Developer's submission of a Requisition Form, and the City acknowledges and agrees to this direction.</p> <p>The Developer and Ford represent, acknowledge, understand and agree that:</p> <p>(i) payments of City Funds are subject to the amount of Available Incremental Taxes deposited into the Chicago Manufacturing Campus Account being sufficient for such payments, and that if the Available Incremental Taxes are insufficient to make such payments, such insufficiency shall not give the Developer, Ford or any other party any claim or right to any Incremental Taxes or City funds other than the Available Incremental Taxes;</p> <p>(ii) such party understands that (A) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Chicago Manufacturing Campus Account; (B) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (C) such party will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (D) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;</p> <p>(iii) such party has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;</p> <p>(iv) such party understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amount of City Funds actually received by such party are likely to be substantially less than the maximum</p>	Source of City Funds	Maximum Amount	82.05% of Available Incremental Taxes	\$11,571,785(*)	17.95% of Available Incremental Taxes	<u>\$3,000,000 (**)</u>	Total	\$14,571,785
Source of City Funds	Maximum Amount								
82.05% of Available Incremental Taxes	\$11,571,785(*)								
17.95% of Available Incremental Taxes	<u>\$3,000,000 (**)</u>								
Total	\$14,571,785								

Section	Deletion and/or addition
	<p>amounts set forth in this <u>Section 4.03(b)</u>;</p> <p>(v) such party understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any, sale, assignment, pledge or transfer of City Funds in violation of this RDA, provided that this provision shall not otherwise limit the Developer's ability to sell the Property in the manner provided in this Agreement; and</p> <p>(vi) such party acknowledges that the City has no continuing obligation to provide it with any information concerning the City Funds or otherwise, except as set forth in this Agreement.</p>
Section 4.04, Requisition Form	<p>This section shall be deleted in its entirety and replaced by the following:</p> <p>4.04 <u>Requisition Form</u>. The Developer, on or about October 1st (or such other date(s) as the parties may agree to), shall provide DPD with a Requisition Form, along with documentation described therein in order to request the payment of City Funds as described in <u>Section 4.03(b)</u>, beginning on the first request for payment and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that the Developer has been reimbursed in full under this Agreement. On or about December 1<sup>st</sup> (or such other dates as may be acceptable to the parties), throughout the Term of the Agreement, the Developer shall meet with DPD at the request of DPD to discuss the Requisition Form previously delivered. All City Funds paid pursuant to a Requisition Form shall be used to reimburse the Developer for the cost of TIF-Funded Improvements.</p>
Section 9.02	<p>The first sentence of this section shall be revised by deleting the struck-through text as follows:</p> <p>DPD agrees to support the application of the Developer for a Cook County Class 6b incentive with respect to the Project Building site <del>(provided that there shall be no extension of such incentive beyond the initial 12-year incentive period).</del></p>
Section 15.02(d), Remedies	<p>Subsection (d) shall be deleted in its entirety.</p>
Section 18.15, Assignment	<p>This section shall be deleted in its entirety and replaced by the following:</p> <p>18.15 <u>Assignment</u>. Developer may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part without the prior written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement for the Term of the Agreement. Notwithstanding any sale, assignment or transfer permitted under <u>Section 8.01(j)</u>, <u>Section 16</u> or this <u>Section 18.15</u>, in</p>



Section	Deletion and/or addition
	no event will the City be obligated to pay any City Funds to any party other than Developer (or Ford, with respect to the Ford Amount) unless and to the extent the City has agreed in writing. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

#### ARTICLE IV COVENANTS, REPRESENTATIONS AND WARRANTIES OF DEVELOPER AND FORD

Each of Developer and Ford covenants, represents and warrants that:

(a) such party has the right, power and authority to enter into, execute, deliver and perform this Amendment. The execution, delivery and performance by such party of this Amendment have been duly authorized by all necessary action, and do not and will not violate its Articles of Organization, Articles of Incorporation, Operating Agreement or Bylaws, as applicable, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound;

(b) such party is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing or any related agreements;

(c) prior to returning the Phase I Note and the Phase II Note to the City for cancellation, the Developer owned the Phase I Note and the Phase II Note free and clear of mortgages, liens, pledges, security interests and encumbrances; and

(d) prior to returning the Phase III Note to the City for cancellation, Ford owned the Phase III Note free and clear of mortgages, liens, pledges, security interests and encumbrances; (e) payments of City Funds made by the City under the RDA, as amended by this Amendment, are taxable, and such payments shall be treated by such party as taxable for Federal income tax purposes.

#### ARTICLE V COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Amendment and to perform its obligations under the RDA, as amended by this Amendment.

#### ARTICLE VI. MISCELLANEOUS

A. Limitation of Liability. No member, official or employee of the City shall be personally liable to any party to this Amendment or any successor in interest in the event of any default or breach by the City or any successor in interest or for any amount which may become due to any party to this Amendment from the City or any successor in interest or on any obligation under the terms of this Amendment or the RDA.

B. No Effect on Recording Priority of RDA. The parties agree that entering into this Amendment shall have no effect on the recording priority of the RDA (or any outstanding subordination agreement that might relate thereto) and that this Amendment shall relate back to the dates that each of the RDA (or any outstanding subordination agreement that might relate thereto) were originally recorded in the land title records of Cook County, Illinois.

C. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

D. Other Terms in the RDA Remain; Conflict.

(a) Except as explicitly provided in this Amendment, all other provisions and terms of the RDA shall remain unchanged.

(b) In the event of a conflict between any provisions of this Amendment and the provisions of the RDA, the provisions of this Amendment shall control. Other than as specifically modified hereby, the terms and conditions of the RDA shall remain in effect with respect to the parties thereto.

E. Representations and Warranties of Developer. Developer acknowledges and agrees that, notwithstanding any other terms or provisions of this Amendment to the contrary, Developer shall remain liable for all of its obligations and liabilities under the RDA, as amended by this Amendment.

F. Form of Documents. All documents required by this Amendment to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

G. Recording and Filing. Developer shall cause this Amendment to be recorded and filed on the date hereof against the Property legally described in Exhibit A hereto in the conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

I. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

J. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

K. Binding Effect. This Amendment shall be binding upon Developer and the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer and the City and their respective successors and permitted assigns (as provided herein).

L. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the RDA or this Amendment or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the RDA or this Amendment and the transactions contemplated hereby and thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Amendment or the transactions contemplated thereby.

M. Severability. If any provision in this Amendment, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Amendment shall be construed as if such invalid part were never included herein and the remainder of this Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.

N. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

**CITY OF CHICAGO**, acting by and through its  
Department of Planning and Development

By: \_\_\_\_\_  
Name: Andrew J. Mooney  
Title: Commissioner

**CHICAGO MANUFACTURING CAMPUS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Limited Joinder:**

The undersigned executes below solely for the purposes of making the representations, warranties and covenants included in Article IV of the Amendment and for acknowledging and accepting the provisions of the Amendment affecting the Ford Amount

**FORD MOTOR COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Chicago Manufacturing Campus, LLC, (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_th day of \_\_\_\_\_, 2014.

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

My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

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

GIVEN under my hand and official seal this \_\_\_\_th day of \_\_\_\_\_, 2014.

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

My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Ford Motor Company, a Delaware corporation ("Ford"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Ford, as his/her free and voluntary act and as the free and voluntary act of Ford, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_th day of \_\_\_\_\_, 2014.

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

My Commission Expires \_\_\_\_\_

(SEAL)

**EXHIBIT A**  
**The Property**



Exhibit A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 581.02 FEET EASTERLY FROM THE INTERSECTION OF THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30, WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CALUMET WESTERN RAILWAY (NOW ABANDONED), WHICH POINT OF COMMENCEMENT IS THE SOUTHEASTERLY MOST CORNER OF LANDS CONVEYED BY ALLIED CORPORATION TO TAJON WAREHOUSING CORPORATION, AND RUNNING THENCE (1) ALONG THE LINE OF LANDS BETWEEN ALLIED CORPORATION AND TAJON WAREHOUSING NORTH 27 DEGREES, 09 MINUTES, 00 SECOND WEST, A DISTANCE OF 2022.61 FEET TO A POINT IN THE SOUTHERLY LINE OF THE CALUMET RIVER, AS ESTABLISHED BY DOCUMENT 13058493; THENCE (2) NORTH 54 DEGREES, 56 MINUTES, 38 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE CALUMET RIVER, 350.00 FEET MORE OR LESS TO A POINT; THENCE (3) STILL ALONG THE SOUTHERLY LINE OF THE CALUMET RIVER NORTH 78 DEGREES, 15 MINUTES, 25 SECONDS EAST, A DISTANCE OF 381.72 FEET TO A DEFLECTION POINT; THENCE (4) ALONG SAID SOUTHERLY LINE NORTH 61 DEGREES, 42 MINUTES, 36 SECONDS EAST, A DISTANCE OF 100.00 FEET, MORE OR LESS, TO NORTHWESTERLY CORNER OF LANDS HERETOFORE CONVEYED BY ALLIED CORPORATION TO PVS CHEMICALS, INC. (ILLINOIS); AND RUNNING THENCE (5) SOUTH 11 DEGREES, 56 MINUTES, 58 SECONDS EAST, A DISTANCE OF 655.14 FEET TO A POINT; THENCE (6) NORTH 90 DEGREES EAST, A DISTANCE OF 238.00 FEET; THENCE (7) SOUTH 03 DEGREES, 32 MINUTES, 30 SECONDS EAST, A DISTANCE OF 150.42 FEET; THENCE (8) NORTH 90 DEGREES EAST, A DISTANCE OF 447.76 FEET TO THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE (9) SOUTH 00 DEGREE, 05 MINUTES, 45 SECONDS EAST ALONG THE SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID QUARTER, A DISTANCE OF 1300.00 FEET MORE OR LESS; THENCE NORTH 90 DEGREES WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 677.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE EAST 33.0 FEET THEREOF AND THE SOUTH 33.0 FEET THEREOF, GRANTED OR TAKEN FOR PUBLIC STREETS), AND (EXCEPTING THEREFROM A PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 WITH THE NORTHEASTERLY LINE OF THE CALUMET RAILWAY RIGHT OF WAY (NOW ABANDONED) AS SHOWN ON PLAT OF SURVEY RECORDED MAY 8, 1913, IN BOOK 1341, PAGES 2, 3, AND 4 AS DOCUMENT NUMBER 5181006 INDEX NO. 26-30-304-001; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 581.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 644.63 FEET TO A LINE 33.00 FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 25 MINUTES 59 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE ALONG SAID 33.00 FEET WEST LINE, A DISTANCE OF 197.28 FEET; THENCE SOUTHWEST 19 DEGREES 08 MINUTES 50 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 72.37 FEET; THENCE WEST 108 DEGREES 57 MINUTES 37 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE, A DISTANCE OF 533.39 FEET TO THE POINT OF CURVATURE, SAID CURVE BEING A CURVE TO THE LEFT AND HAVING A RADIUS OF 2540.00 FEET; THENCE WEST ALONG SAID CURVE AN ARC LENGTH

OF 147.55 FEET THE WEST LINE OF CENTERPOINT REALTY SERVICES, CORPORATION, THENCE 66 DEGREES 35 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE TANGENT OF SAID CURVE AND ALONG SAID WEST LINE A DISTANCE OF 134.67 FEET TO THE POINT OF BEGINNING;

EXCEPTING THE SOUTH 33' OF THE TRACT AS MEASURED PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, CONTAINING 1.483 ACRES MORE OR LESS) IN COOK COUNTY, ILLINOIS.  
PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES, FIFTY MINUTES, 18 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 30, 883.10 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST ALONG A LINE PARALLEL TO AND 883.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, 32.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE CONTINUING NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST, 200.00 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 18 SECONDS WEST, 538.11 FEET; THENCE NORTH 89 DEGREES, 9 MINUTES, 42 SECONDS EAST, 182.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O"; THENCE SOUTH 0 DEGREES, 50 MINUTES, 18 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O", 122.54 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE OF AVENUE "O" SOUTH 89 DEGREES, 9 MINUTES, 52 SECONDS WEST 25.0 FEET; THENCE 421.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,083.48 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 6 DEGREES, 38 MINUTES, 0 SECONDS EAST, 420.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917 EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147 AND EXCEPT THE NORTH 883 FEET THEREOF; ALSO

ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BRANDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE EAST OF 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST FRACTIONAL 1/4 SECTION, EXCEPT THE NORTH 883.0 FEET THEREOF (ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION ; THENCE EAST 952.48 FEET

ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE WEST RIGHT OF WAY LINE OF SOUTH BRADENTON AVENUE; THENCE NORTH ALONG SAID LINE 55.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID LINE 80.00 FEET; THENCE EAST 89 DEGREES 48 MINUTES 44 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 40.00 FEET TO THE CENTER LINE OF SOUTH BRANDON AVENUE; THENCE SOUTH 90 DEGREES 11 MINUTES 16 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS DESCRIBED COURSE AND ALONG SAID CENTERLINE A DISTANCE OF 80.00 FEET; THENCE WEST 89 DEGREES 48 MINUTES 44 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS DESCRIBED COURSE A DISTANCE OF 40.00 FEET LEFT TO THE POINT OF BEGINNING CONTAINING 0.147 ACRES MORE OR LESS); (ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION LINE A DISTANCE OF 992.48 FEET TO THE CENTERLINE OF SOUTH BRANDON AVENUE; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 55.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID CENTERLINE A DISTANCE OF 80.00 FEET; THENCE EAST 89 DEGREES 48 MINUTES 46 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 256.92 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTH, HAVING A RADIUS A 640 FEET, A CENTER ANGLE OF 6 DEGREES 56 MINUTES 17 SECONDS, THENCE EAST ALONG SAID CURVE AN ARC LENGTH OF 77.50 FEET; THENCE NORTHEAST 134 DEGREES 33 MINUTES 05 SECONDS MEASURED TO THE RIGHT FROM THE TANGENT OF THE PREVIOUS CURVE A DISTANCE OF 41.22 FEET; THENCE NORTH 133 DEGREES 17 MINUTES 54 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 1616.21 FEET TO A LINE 883 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 94 DEGREES 18 MINUTES 35 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID LINE A DISTANCE OF 66.19 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 25 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 1640.01 FEET; THENCE SOUTHEAST 140 DEGREES 25 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 31.39 FEET; THENCE SOUTHEAST 140 DEGREES 27 MINUTES <27 SC MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 413.82 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST 15 DEGREES 17 MINUTES <46 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 303.25 FEET; THENCE NORTHWEST 164 DEGREES 42 MINUTES 14 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 103.92 FEET; THENCE SOUTHWEST 129 DEGREES 33 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 28.54 FEET; THENCE SOUTH 129 DEGREES 33 MINUTES 47 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 11.02 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST 94 DEGREES 25 MINUTES 19 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 66.20 FEET; THENCE NORTH 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 26.62 FEET; THENCE NORTHWEST 135 DEGREES 08 MINUTES 20 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 33.72 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTH, THE TANGENT OF SAID CURVE BEING 137 DEGREES 57 MINUTES 20 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE, HAVING A RADIUS OF 560 FEET, A ND A CENTRAL ANGLE OF 7 DEGREES 52 MINUTES 54 SECONDS; THENCE WEST ALONG SAID NON-TANGENT CURVE AN ARC LENGTH OF 77.04 FEET TO A POINT OF TANGENCY; THENCE WEST ALONG SAID TANGENT A DISTANCE OF 256.66 FEET TO THE POINT OF BEGINNING CONTAINING 3.894 ACRES MORE OR LESS) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN CONVEYED BY CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, UNDER A CERTAIN TRUST DEED RECORDED JUNE 30, 1913 IN BOOK 12414 OF RECORD PAGE 127 BY DEED DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT 6798311 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 29, 800 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE DRAWN AT AN ANGLE OF 30 DEGREES FROM SAID WEST LINE OF SECTION 29, A DISTANCE OF 480.56 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING THE ARC OF A CIRCLE CONVEX TO THE WEST AND HAVING A RADIUS OF 5759.65 FEET A DISTANCE OF 959.07 FEET MORE OR LESS TO POINT OF TANGENCY; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC A DISTANCE OF 66.98 FEET MORE OR LESS TO AN INTERSECTION WITH SAID WEST LINE OF SECTION 29 AND THENCE NORTH ALONG SAID LINE A DISTANCE OF 1413.05 FEET MORE OR LESS TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

(EXCEPT FROM PARCEL 4 THAT PART OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST AND SOUTHWESTERLY OF THE WEST AND SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTH AVENUE "O" AS DEDICATED BY DOCUMENT NUMBER 10690326 IN BOOK 28263 ON PAGES 593 THROUGH 599 AND RECORDED JUNE 25, 1930 AND EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.882 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING WEST OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AND SOUTH OF THE NORTH 475 FEET THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL QUARTER AND SAID LINE EXTENDED 832 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PER DOCUMENT 2907147 SAID LINE ALSO BEING THE EAST LINE OF THE WEST 832 FEET OF SAID FRACTIONAL QUARTER; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG LAST DESCRIBED LINE 1,143.90 FEET; THENCE NORTH 16 DEGREES 35 MINUTES 20 SECONDS EAST CONTINUING ALONG SAID RIGHT OF WAY 778.83 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAND CONVEYED TO REPUBLIC ENGINEERED STEELS, INC. PER DOCUMENT FILED AS DOCUMENT

NUMBER 3845228 AND RECORDED AS DOCUMENT 89572946; THENCE NORTH 30 DEGREES 07 MINUTES 15 SECONDS WEST ALONG LAST DESCRIBED LINE 334.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 475.00 FEET OF SAID FRACTIONAL QUARTER; THENCE SOUTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 100.55 FEET; THENCE SOUTH 02 DEGREES 34 MINUTES 55 SECONDS EAST 520.27 FEET; THENCE SOUTH 02 DEGREES 44 MINUTES 35 SECONDS WEST 271.78 FEET; THENCE SOUTH 07 DEGREES 07 MINUTES 34 SECONDS WEST 193.30 FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG LAST DESCRIBED LINE 241.88 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 154.71 FEET; THENCE SOUTH 53 DEGREES 28 MINUTES 31 SECONDS WEST 66.39 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG THE LAST DESCRIBED LINE 122.24 FEET; THENCE SOUTH 44 DEGREES 41 MINUTES 54 SECONDS WEST 85.00 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG LAST DESCRIBED LINE 381.80 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, 856.02 FEET TO THE POINT OF BEGINNING (EXCEPT THE WESTERLY MOST 33 FEET DEDICATED FOR STREET BY DOCUMENT 2559612) AND (EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST 33.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 26 MINUTES 52 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 16.86 FEET TO A POINT OF BEGINNING; THENCE NORTHEAST 147 DEGREES 40 MINUTES 47 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 38.27 FEET; THENCE EAST 122 DEGREES 08 MINUTES 00 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 778.50 FEET (SAID COURSE HEREAFTER REFERED TO AS "LINE A") TO THE WEST RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 89 DEGREES 48 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG THE WEST RIGHT OF WAY A DISTANCE OF 80.00 FEET; THENCE WEST 90 DEGREES 11 MINUTES 14 SECONDS AND PARALLEL WITH SAID "LINE A" A DISTANCE OF 768.70 FEET; THENCE NORTHWEST 113 DEGREES 53 MINUTES 04 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 75.30 FEET TO A LINE 33.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 30; THENCE SOUTH 23 DEGREES 41 MINUTES 52 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG SAID EAST PARALLEL LINE A DISTANCE OF 181.26 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (IF THE LINES OF THE ORIGINAL GOVERNMENT SURVEY BE EXTENDED SO AS TO EMBRACE AND SQUARE OUT A FULL 1/4 SECTION) WHICH LIES EAST OF THE EAST LINE OF BURLEY AVENUE AND WEST OF THE RIGHT OF WAY CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT 2907147 DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BURLEY AVENUE AND THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 56 MINUTES 26 SECONDS EAST ALONG THE

NORTH LINE OF SAID SOUTHEAST 1/4, 1,243.72 FEET TO AFORESAID RIGHT OF WAY LINE; THENCE SOUTH 8 DEGREES 19 MINUTES 01 SECOND WEST ALONG SAID RIGHT OF WAY LINE, 603.45 FEET; THENCE NORTH 80 DEGREES 49 MINUTES 48 SECONDS WEST 16.78 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 36 SECONDS WEST 22.74 FEET; THENCE NORTH 33 DEGREES 31 MINUTES 38 SECONDS WEST 241.11 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 12 SECONDS WEST 109.66 FEET; THENCE NORTH 18 DEGREES 13 MINUTES 13 SECONDS WEST 29.78 FEET; THENCE NORTH 64 DEGREES 51 MINUTES 41 SECONDS WEST 23.50 FEET; THENCE SOUTH 87 DEGREES 04 MINUTES 51 SECONDS WEST 86.62 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 15 SECONDS WEST 118.61 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS WEST 180.55 FEET; THENCE SOUTH 87 DEGREES 04 MINUTES 17 SECONDS WEST 136.69 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 29 SECONDS WEST 209.00 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 46 SECONDS WEST 86.64 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 10 SECONDS WEST 129.07 FEET TO THE EAST LINE OF SAID BURLEY AVENUE; THENCE NORTH 00 DEGREES 38 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE 262.32 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 789.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID NORTH QUARTER SECTION LINE A DISTANCE OF 303.25 FEET; THENCE SOUTHEAST 15 DEGREES 17 MINUTES 46 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 470.01 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEAST, HAVING A RADIUS OF 640 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 39 MINUTES 40 SECONDS; THENCE EAST ALONG SAID CURVE AN ARC LENGTH OF 174.94 FEET TO A POINT OF TANGENCY; THENCE EAST ALONG SAID TANGENT A DISTANCE OF 374.38 FEET TO THE WEST LINE OF A TRACT OWNED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES; THENCE NORTHEAST 98 DEGREES 45 MINUTES 42 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG SAID WEST LINE A DISTANCE OF 80.95 FEET; THENCE WEST 81 DEGREES 14 MINUTES 18 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 386.71 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE NORTHEAST, HAVING A RADIUS OF 560 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 39 MINUTES 40 SECONDS; THENCE NORTHWEST ALONG SAID CURVE AN ARC LENGTH OF 153.07 FEET TO A POINT OF TANGENCY; THENCE NORTHWEST ALONG SAID TANGENT A DISTANCE OF 177.50 FEET TO A POINT OF BEGINNING CONTAINING 1.594 ACRES MORE OR LESS) ALSO EXCEPTING THEREFROM (THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 1282.97 FEET TO THE POINT BEGINNING; THENCE SOUTH 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE LEFT FROM THE PREVIOUS COURSE A DISTANCE OF 59.08 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EAST, HAVING A RADIUS OF 333.00 FEET, AND A CENTRAL ANGLE OF 4 DEGREES 20 MINUTES 18 SECONDS; THENCE SOUTH ALONG A CURVE AN ARC LENGTH OF 25.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH ALONG SAID TANGENT A DISTANCE OF 186.39 FEET TO THE SOUTH LINE OF CENTERPOINT REALTY SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NUMBER 00131477 AS RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS; THENCE EAST 89 DEGREES 55 MINUTES 01 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS DESCRIBED COURSE AND ALONG SAID SOUTH LINE A DISTANCE OF 66.00 FEET; THENCE NORTH 90 DEGREES 04 MINUTES 59 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE A DISTANCE OF 186.29 FEET TO A POINT OF CURVATURE, SAID CURVE BEING A CURVE CONCAVE EAST, HAVING A RADIUS OF 267.00

FEET, AND A CENTRAL ANGLE OF 4 DEGREES 20 MINUTES 18 SECONDS; THENCE NORTH ALONG SAID CURVE AN ARC LENGTH OF 20.22 FEET TO A POINT OF TANGENCY; THENCE NORTH ALONG SAID TANGENT A DISTANCE OF 64.18 FEET TO SAID NORTH LINE OF SAID QUARTER SECTION; THENCE WEST 85 DEGREES 34 MINUTES 41 SECONDS MEASURED TO THE RIGHT FROM THE PREVIOUS COURSE AND ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 66.20 FEET TO THE POINT OF BEGINNING CONTAINING 0.410 ACRES MORE OR LESS) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 6 AND 25 THROUGH 34, BOTH INCLUSIVE IN BLOCK 1, ALL IN FORD HEGEWISCH FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION IN SAID SECTION, <RCDD MAY 10, 1923 AS DOCUMENT NUMBER 181956.

EXCEPTING THE FOLLOWING: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 25.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 82 DEGREES 59 MINUTES 16 SECONDS EAST 47.83 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 10 SECONDS EAST 43.28 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE 7.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST ALONG SAID SOUTH LINE 90.81 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 25 THROUGH 34, BOTH INCLUSIVE; IN SAID BLOCK 1, EXCEPTING THE FOLLOWING: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 83.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 37 MINUTES 07 SECONDS EAST 2.44 FEET; THENCE NORTH 82 DEGREES 59 MINUTES 16 SECONDS EAST 30.73 FEET TO A POINT ON THE EAST LINE OF SAID LOT 25; THENCE SOUTH 00 DEGREES 38 MINUTES 08 SECONDS EAST ALONG THE EAST LINE 5.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1 TO 5, BOTH INCLUSIVE, AND LOTS 33 TO 38, BOTH INCLUSIVE, IN BLOCK 4 AND LOT 29 IN BLOCK 3, ALL IN FORD HEGEWISCH FIRST ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY AND STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 32 AND 33 IN BLOCK 3 AND LOTS 1 TO 7 AND 25 IN BLOCK 4 IN FORD-HEGEWISCH SECOND

ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 (EXCEPT THE RIGHT OF WAY OF THE CALUMET WESTERN RAILROAD COMPANY). IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



EXHIBIT J

REQUISITION FORM

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of Chicago Manufacturing Campus, LLC, a Delaware limited liability company (the "**Developer**"), hereby certifies that with respect to that certain Chicago Manufacturing Campus Redevelopment Agreement between the Developer and the City of Chicago dated March 21, 2003, as amended \_\_\_\_\_, 2014 (the "**Agreement**"):

A. Expenditures for the Project for the TIF-Funded Improvements in the total amount of \$14,571,785, have been made.

B. The costs of TIF-Funded Improvements reimbursed by the City to date are: \$\_\_\_\_\_, leaving unreimbursed costs of TIF-Funded Improvements of \$\_\_\_\_\_ (the "Unreimbursed Costs").

C. The Developer requests reimbursement for the cost of TIF-Funded Improvements in an amount not to exceed the lesser of (i) Available Incremental Taxes and (ii) the Unreimbursed Costs, and directs the City to make these payments as follows:

To Developer: 82.05% of Available Incremental Taxes, subject to the maximum aggregate amount of \$11,571,785, as described in the Agreement.

To Ford Motor Company(\*): 17.95% of Available Incremental Taxes, subject to the maximum aggregate amount of \$3,000,000, as described in the Agreement

(\*)pursuant to the Developer's irrevocable direction in Section 4.03(b) of the Agreement.

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

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

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

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

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

**CHICAGO MANUFACTURING CAMPUS, LLC**

• By: \_\_\_\_\_  
Name: \_\_\_\_\_  
• Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
Name  
Title: \_\_\_\_\_  
City of Chicago  
Department of Planning and Development

**SECTION 2.** The Commissioner (the "Commissioner") of the City's Department of Planning and Development or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a First Amendment to the RDA by the City and the Developer in substantially the form attached hereto as **Exhibit A** and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the First Amendment.

**SECTION 3.** 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 4.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** This ordinance shall be in full force and effect immediately upon its passage and approval.

Attachments:

Exhibit A - First Amendment to Redevelopment Agreement

APPROVED  
*Lydia M. Katten*  
CORPORATION COUNSEL

APPROVED  
*Robert Emmet Reed*  
8/13/14 Mayor