



settlement of the City's proposed acquisition of the Wells Parcels; and

WHEREAS, CDOT has obtained appraisals for both the Wells Parcels and the Vacation Parcels; and

WHEREAS, following discussions, although the Developer and CDOT have determined that the value of the Wells Parcels exceeds the value of the Vacation Parcels, the parties have agreed to an even exchange of property as provided in this ordinance; and

WHEREAS, the Developer has agreed to dedicate and convey to the City the Wells Parcels in exchange for the City's vacation and conveyance of the Vacation Parcels to Developer; 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 the vacation of those parts of public street described in the following ordinance; now therefore,

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

**SECTION 1.**

**DEDICATION FOR PUBLIC STREET:**

In accordance with the terms and conditions of this Ordinance, Developer shall dedicate or cause to be dedicated to the public and open up for public use as public street the Wells Parcels as legally described in Exhibit B and as shaded and indicated by the words "HEREBY DEDICATED" on the plats hereto attached in Exhibit B. which plats for greater clarity, are hereby made a part of this ordinance.

**VACATION:**

The Vacation Parcels as legally described in Exhibit C and as shaded and indicated by the words "HEREBY VACATED" on the plat hereto attached in Exhibit C. which plat for greater clarity, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself an easement in the portion of the Vacation Parcels as herein vacated lying within the area legally described as Easement Parcel A in the "Agreement Regarding Wells Wentworth Infrastructure and Water Management Facilities" which is attached to and incorporated in this ordinance as Exhibit F, which is attached and incorporated, on terms and conditions set forth therein.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and its licensees, successors or assigns, a non-exclusive utility easement to operate, repair, maintain, reconstruct, replace and renew existing overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the areas herein vacated, with the right of ingress and egress, together with the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of existing Commonwealth Edison facilities. No buildings, permanent structures or obstructions shall be placed over or under existing Commonwealth Edison facilities in such vacated areas without express written release of easement by Commonwealth Edison. Any future vacation-beneficiary prompted relocation of Commonwealth Edison facilities lying within the area herein vacated will be accomplished by Commonwealth

Edison, and done at the expense of the future vacation-beneficiary of the vacation.

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SECTION 4. The City of Chicago hereby reserves for the benefit of MCI metro Access Transmission Services Corp. a non-exclusive easement to construct, repair, inspect, maintain, operate and remove its existing facilities, including the right to ingress and egress, subject to existing easements that may be amended, or replaced by the successor grantor and grantee as necessary from time to time.

SECTION 5. The Commissioner of Transportation or a designee of the Commissioner of Transportation (together, the "Transportation Commissioner"), is hereby authorized to execute the following agreements for the City Project, by, between and among the City of Chicago, and the Developer:

- a. **the "Agreement for Temporary Construction Easement" in substantially the form which is attached to and incorporated in this ordinance as Exhibit D;**
- b. **the "Agreement for Access Easement" in substantially the form which is attached to and incorporated in this ordinance as Exhibit E;**

subject to the approval of the Corporation Counsel as to form and legality.

SECTION 6. The Commissioner of Water Management, or a designee of the Commissioner of Water Management (together, the "Water Management Commissioner"), is hereby authorized to execute an "Agreement Regarding Wells Wentworth Infrastructure and Water Management Facilities" by, between and among the City of Chicago, and the Developer in substantially the form which is attached to and incorporated in this ordinance as Exhibit F. subject to the approval of the Corporation Counsel as to form and legality.

SECTION 7. The vacations herein provided for are made upon the condition that, within one hundred eighty (180) days after the passage of this ordinance, Developer shall cause the dedication of the property identified in Section 1, such dedication constituting compensation for the benefits which will accrue to Developer as owner of the property abutting said parts of public street hereby vacated. The value of the property to be dedicated, in the judgment of this body, is equal to such benefits accruing to Developer because of such vacation.

SECTION 8. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for record in the office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with a) attached plats, including oversized plats, as required by this ordinance and approved by the Commissioner of Transportation; and b) each of the agreements authorized in Sections 5 and 6 herein, duly executed by Developer and by the respective Commissioners as herein authorized, and approved by the Corporation Counsel as to form and legality as required herein.

SECTION 9. The Transportation Commissioner is also authorized to execute such additional agreements, amendments, and documents, and approve plats and legal descriptions used in lieu of graphic exhibits attached in Exhibits E and F, as are reasonably necessary or appropriate to implement this ordinance, including the (i) vacations; (ii) dedications; (iii) Agreement for Access Easement; (iv) Agreement for

Temporary Construction Easement; and the (v) Agreement Regarding Wells Wentworth Infrastructure and Water Management Facilities, all as authorized hereby, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 10. If any provision of this ordinance shall be held invalid or unenforceable for any reason, the validity or enforceability of any of the other provisions of this ordinance shall not be affected by such holding.

Approved as to Form and Legality  
Honorable Daniel Solis Alderman, 25<sup>th</sup> Ward

SECTION 11. This ordinance shall take effect and be in force from and after its passage.

Temporary Construction Easement; and the (v) Agreement Regarding Wells Wentworth Infrastructure and Water Management Facilities, all as authorized hereby, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 10. If any provision of this ordinance shall be held invalid or unenforceable for any reason, the validity or enforceability of any of the other provisions of this ordinance shall not be affected by such holding.

SECTION 11. This ordinance shall take effect and be in force from and after its passage.

Approved as to Form and Legality

Honorable Daniel Solis Alderman, 25<sup>th</sup>  
Ward

Approved

**Exhibit A**

**Developer Parcel**

PARCEL 1:

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 92.37 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND

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PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED

LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF

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BLOCK 4 AFORESAID 33.0 FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42 FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE, OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET

SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95

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FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST UNE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS; (EXCEPTION PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 3, DISTANT 335.00 FEET WEST OF THE WEST LINE OF CLARK STREET, MEASURED ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES 36 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 31.91 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE, A DISTANCE OF 73.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3; A DISTANCE OF 262.35 FEET TO THE POINT OF

BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1: (EXCEPTION  
PARCEL 2)

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THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF 16TH STREET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTHWESTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET A DISTANCE OF 135.2 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT FROM SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE SOUTHEASTERLY ON A STRAIGHT LINE PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE AND 32.4 FEET DISTANT SOUTHWESTERLY AT RIGHT ANGLES THEREFROM 136.9 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE WITH A RADIUS OF 391 FEET A DISTANCE OF 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1: (EXCEPTION  
PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION AFORESAID, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF 16TH STREET AND IN THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 335 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 407.8 FEET A DISTANCE OF 86 FEET TO A POINT 21 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE SOUTHEASTERLY 26 FEET TO A POINT DISTANT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 227.6 FEET TO THE WEST LINE OF CLARK STREET; THENCE NORTH ON THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS, BLOCKS AND VACATED STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS, IN CANAL ADDITION, A SUBDIVISION OF THE WEST FRACTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AT A POINT OF INTERSECTION OF SAID LINE WITH EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING 1016.47 FEET WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 1910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE SOUTHEASTWARDLY ALONG SAID ARC, A DISTANCE OF 142.415 FEET TO THE AFOREMENTIONED SOUTHERLY TERMINUS OF SAID ARC; THENCE SOUTH 12 DEGREES 35 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, (THE SOUTHERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1185.34 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER), A DISTANCE OF 1020.25 FEET, TO A POINT OF CURVE; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1273.57 FEET, A DISTANCE OF 274.145 FEET TO A POINT WHICH IS 1322.95 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560.00 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE WHICH IS PARALLEL WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 428.214 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED

STRAIGHT LINE AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 373.878 FEET TO A POINT WHICH IS 2088.58 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 419.08 FEET EAST OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 44 DEGREES 31 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED

ARC OF A CIRCLE, A DISTANCE OF 92.474 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 32 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 141.64 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 21.393 FEET TO A INTERSECTION WITH A LINE WHICH IS 315 FEET NORTH FROM AND PARALLEL WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET; THENCE SOUTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 229.778 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 00 DEGREES 26 MINUTES 02 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 883.948 FEET TO AN ANGLE POINT IN SAID LINE, AND THENCE NORTH 00 DEGREES 15 MINUTES 58 SECONDS WEST CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 1457.308 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: Vacant land located at Clark and Roosevelt Road, Chicago, Illinois

II

**Exhibit B**

**Wells Parcels Legal Description and Plats of Dedication**

**NORTH PARCEL**

THAT PART OF SUNDRY LOTS, BLOCKS AND VACATED STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS IN CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF SUNDRY LOTS IN ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862, RECORDED JUNE 8, 1865 AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF THE ORIGINAL SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED) BY ORDINANCE PASSED JULY 8, 1926, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER ORDINANCE OF THE CITY OF CHICAGO PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 211.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 80.02 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 1666.93 FEET; THENCE SOUTHERLY 11.14 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 260.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS SOUTH 01 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 11.13 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 12 SECONDS EAST 252.18 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 04 SECONDS WEST 82.14 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 12 SECONDS WEST 233.56 FEET; THENCE NORTHERLY 14.56 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 340.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 01 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 14.56 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 1667.98 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 54 SECONDS EAST 304.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 178,279 SQUARE FEET OR 4.0927 ACRES, MORE OR LESS.

12

#### SOUTH PARCEL

THAT PART OF SUNDRY LOTS AND BLOCKS IN ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 31, 1860 ANTE-FIRE, THIS IS A CORRECTION AND RE-RECORD OF ASSESSOR'S DIVISION OF LAND IN THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 1855 ANTE-FIRE;

TOGETHER WITH THAT PART OF SUNDRY LOTS IN ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862, RECORDED JUNE 8, 1865 AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF THE ORIGINAL SOUTH BRANCH OF THE CHICAGO RIVER

ABANDONED BY ORDINANCE PASSED JULY 8, 1926, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 291.13 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 1666.93 FEET; THENCE SOUTHERLY 11.14 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 260.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS SOUTH 01 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 11.13 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 12 SECONDS EAST 252.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 21 MINUTES 48 SECONDS EAST 15.00 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 12 SECONDS EAST 35.74 FEET; THENCE SOUTHEASTERLY 102.70 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 145.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 22 DEGREES 55 MINUTES 40 SECONDS EAST A DISTANCE OF 100.57 FEET; THENCE SOUTH 46 DEGREES 46 MINUTES 51 SECONDS WEST 10.00 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 19 SECONDS EAST 29.47 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 35 IN THE ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH 49 DEGREES 36 MINUTES 35 SECONDS WEST ALONG THE WESTERLY LINE OF BLOCK 35 A DISTANCE OF 22.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF BLOCK 35; THENCE NORTH 89 DEGREES 54 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 30 FEET OF BLOCK 35 A DISTANCE OF 42.15 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 10 SECONDS EAST 192.91 FEET; THENCE NORTH 63 DEGREES 19 MINUTES 48 SECONDS EAST 30.63 FEET; THENCE SOUTH 50 DEGREES 02 MINUTES 21 SECONDS EAST 152.39 FEET TO A POINT ON THE NORTH LINE OF W. 16TH STREET; THENCE SOUTH 89 DEGREES

13

54 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF W. 16TH STREET 249.53 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 08 SECONDS WEST 38.73 FEET; THENCE NORTH 61 DEGREES 57 MINUTES 10 SECONDS WEST 129.77 FEET; THENCE NORTHWESTERLY 157.21 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 240.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS NORTH 43 DEGREES 11 MINUTES 13 SECONDS WEST A DISTANCE OF 154.42 FEET; THENCE SOUTH 65 DEGREES 34 MINUTES 43 SECONDS WEST 15.00 FEET; THENCE NORTHERLY 96.95 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 255.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 13 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 96.37 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 12 SECONDS WEST 54.36 FEET; THENCE NORTH 87 DEGREES 21 MINUTES 48 SECONDS EAST 15.00 FEET; THENCE SOUTH 79 DEGREES 32 MINUTES 04 SECONDS EAST 82.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 54,309 SQUARE FEET OR 1.2468 ACRES, MORE OR LESS.

14

OF

EXHIBIT "B" - PAGE  
**PLAT OF DEDICATION**

SEE SUBSEQUENT PAGES FOR LEGAL DESCRIPTIONS AND GEOMETRY OF THE DEDICATED AREA  
DEDICATED FOR S. WELLS ST. REC. DEC. 11, 2002 PER DOC 0021366617  
WEST LINE S. CLARK ST. REC. 9, 2004 AS DOC 0400932150" R. 716

ROW R. 90'

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or <

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CO

VACATED W. 16TH STREET BY ORDINANCE PASSED MAY 17, 1897

ROW R. 80'

**LEGEND**

HEREBY DEDICATED

EXISTING LOT LINES - -

EXISTING EASEMENTS -

SECTION LINES

+

SET 5/8" REBAR

SET CROSS

SET SPIKE

R. = RECORD M. = MEASURED RAD = RADIUS CH = CHORD CH B = CHORD BEARING ii\*n = PENDING VACATION

TRAFFIC FLOW ROW = RIGHT OF WAY

NOTE: LUMBER ST., W. 12TH. PL, W. 13TH. PL, UNNAMED STREET, W. 14TH. ST., W. 16TH ST., DODGE ST., STEPHENSON ST., S. GROVE ST. AND S. WENTWORTH AVE. AS SHOWN HEREON ARE NOT OPEN ON THE GROUND.

### GRAPHIC SCALE

350

(IN FEET ) 1" = 350"

SEE SURVEYOR'S NOTES ON PAGE 8 SEE SUBDIVISION CAPTIONS ON PAGE 2

REVISED: 5/8/18 #2018-25343

093EREC.3Y BEU(E) HOWE ST

CLA-R I R03SEVELT PROPERTY

**GREMLEY S BIEDERMANN**

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1 of 8

ORDER NO

2018-25204-001

## EXHIBIT "B" - PAGE OF PLAT OF DEDICATION

CANAL ADDITION TO CHICAGO IN W. FRACTIONAL N.E. 1/4 SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, LYING WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER. RECORDED MARCH 30, 1854, ANTE-FIRE.

"B"

ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO, ETC., IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862. RECORDED JUNE 8, 1865, ANTE-FIRE.

ORDINANCE CONDITIONALLY VACATING STREETS AND ALLEYS IN THAT PART OF CANAL ADDITION TO

CHICAGO LYING E. OF THE WEST LINE OF DODGE ST., N. OF S. LINE OF 14TH ST., S. OF S. LINE OF 12TH ST. AND W. OF CHICAGO RIVER. PASSED JULY 20, 1891. NOTE: CONDITIONS NOT COMPLIED WITH. SEE CORPORATION COUNSEL'S OPINION UNDER DATE MAR. 18, 1914. #243

"D"

ORDINANCE FOR WIDENING OF W. 12TH ST. FROM MICHIGAN AVE. TO S. ASHLAND AVE. PASSED APRIL 5, 1911. ORDER OF POSSESSION JANUARY 9, 1919.

ORDINANCE OPENING A STREET FROM LUMBER ST. TO FOURTH AVE. PASSED FEB 28, 1887 ABANDONED MARCH 23, 1888.

ORDINANCE OPENING A STREET FROM 14TH AND FOURTH AVE TO W. 14TH AND CANAL ST. PASSED FEB. 20, 1888. ORDER TO PROCEED PASSED BY ORDINANCE OF MAR. 3, 1890. ORDINANCE FOR OPENING A STREET OR PASSAGEWAY FROM CLARK TO LUMBER STREET PASSED FEB. 24, 1891 .(SEE PAGE 836. CONDEMNATION PROCEEDINGS VOL. 4)

ORDINANCE TO PROVIDE FOR ALTERING THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN POLK ST. AND W. EIGHTEENTH ST. PASSED JULY 8, 1926 SEE COUNCIL PROCEEDINGS OF JULY 8, 1926, PAGE 4079.

REVISED: 5/8/18 #2018-25343

ORDERED BY RELATED MIDWEST IICHEC XEDIORAWK | RJT

ADDRESS CUM T ROOSEVELT PROPERTY II

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16

EXHIBIT "B" - PAGE OF

NORTH LINE OF WEST FRACTIONAL  
NE 1/4 OF SECTION 21-39-14  
POINT OF w. ROOSEVELT ROAD  
COMMENCEMENT N89°55'29"E  
,8002]

GRAPHIC SCALE

100

# PLAT OF DEDICATION

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(IN FEET) 1"= 100'

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PENDING VACATION I3TH. PLf (MAXWELL) ST.) ¥

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SEE LEGEND ON PAGE 1 SEE TABLE OF EXISTING EASEMENTS ON PAGE 5 SEE SURVEY NOTES ON PAGE 8

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R. 100

RIGHT OF WAY  
R. 66' ETC.

16  
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R. 100 BLOCK)  
IANAL AEqITION,  
SEE PAGE 4

**CDOT #21-25-17-3820**

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-SusIE\* cm

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BLOCK 13  
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2018-252 of 8  
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SCALE 1/4" = 1'-0"  
Feet

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AA METROPOLITAN SANITARY DISTRICT ^ PERMANENT EASEMENT PER DECREE-\* ENTERED IN CASE NO. 76L11684

/A\ METROPOLITAN SANITARY DISTRICT \=/ PERMANENT SUBTERRANEAN EASEMENT LYING BETWEEN HORIZONTAL PLANES -220.00 FT. AND -252.00 FT. CHICAGO CITY DATUM PER DECREE ENTERED IN CASE NO. 76L11684

/o\ METROPOLITAN SANITARY DISTRICT ^ ACCESS ROAD EASEMENT PER CASE # 76L11684

/T\ WATERMAIN EASEMENT PER DOC ^ 1022222058

(F) PERMANENT RELOCATABLE EASEMENT \^FOR COMMUTER RAILROAD PURPOSES AS PER CASE # 81C431 (LIMITED TO 30 FT. ABOVE TOP OF RAIL)

TABLE OF EXISTING FASEMFNTS

ff\ 12 FT. EASEMENT FOR INTERCEPTING ^SEWER FOR THE SANITARY DISTRICT OF CHICAGO PER DOC. #12046245 & 12029543

ST. CHARLES AIRLINE EASEMENT DOC. # 10791000 & 10791529

SEE LEGEND ON PAGE 1 SEE SURVEY NOTES ON PAGE 8

FLAGGED LOCATION OF MCI CABLE. EASEMENT WIDTH UNKNOWN.

REVISED: 5/8/18 #2018-25343

ORCEREC 3Y RELATED.HOBEST

CLAS I ROOSEVELT FTOPERP

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2018-25204-001

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# EXHIBIT "B" - PAGE OF PLAT OF DEDICATION

THAT PART OF SUNDRY LOTS, BLOCKS AND ALL STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS IN CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF SUNDRY LOTS IN ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862, RECORDED JUNE 8, 1865 AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF THE ORIGINAL SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED BY ORDINANCE PASSED JULY 8, 1926, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 211.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 80.02 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 1666.93 FEET; THENCE SOUTHERLY 11.14 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 260.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS SOUTH 01 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 11.13 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 12 SECONDS EAST 252.18 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 04 SECONDS WEST 82.14 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 12 SECONDS WEST 233.56 FEET; THENCE NORTHERLY 14.56 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 340.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 01 DEGREES 24 MINUTES 35 SECONDS WEST A DISTANCE OF 14.56 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 1667.98 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 54 SECONDS EAST 304.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 178,279 SQUARE FEET OR 4.0927 ACRES, MORE OR LESS.

REVISED: 5/8/18 #2018-25343

ORDERED BY RELATED MIDWEST  
CLARK S ROOSEVELT PROPERTY

**GREMLEY & JIEDERMANN SBE!**  
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Chimes, IL WW0 TELimou (773) 615-5102 P\* 1773) 2B6-Ull ErUL IHFOIPLCS-Swm cot

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PAGE NO.

6 of 8

20

EXHIBIT "B" - PAGE OF  
**PLAT OF DEDICATION**

ROOSEVELT/CLARK PARTNERS, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF RECORD TO THE PROPERTY DESCRIBED AND DEPICTED ON THIS PLAT AS THE AREA HEREBY DEDICATED, AND SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED AND DEDICATED AS PUBLIC RIGHT OF WAY, IN WITNESS THEREOF SAID ROOSEVELT/CLARK PARTNERS, LLC , HAS SIGNED, OR CAUSED TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON THIS THE DAY OF A.D. 20

BY:

STATE OF ILLINOIS) COUNTY OF COOK )SS

I A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT OF THE AFORESAID LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH MANAGER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , A.D. 20\_.

NOTARY PUBLIC

REVISED: 5/8/18 #2018-25343

ADDRESS CLARK & ROOSEVELT PROF

\*fr GREMLEY 4J3IEDERMAN

ComatATn 1 UCWE NI IU-OH332 «M NORTH EISTOH A  
(773) Zlft-tlff. Eimil INFOiPLCS-Suntr ran

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21  
EXHIBIT "B" - PAGE OF  
**PLAT OF DEDICATION**

CITY - DEPT. OF FINANCE

COOK CO.

PREPARED FOR / MAIL TO: RELATED MIDWEST 350 W HUBBARD SUITE 300 CHICAGO IL 60654  
By:

State of Illinois) County of Cook)ss

**SURVEYOR'S NOTES:**

Field measurements completed on MAY 8,  
2018.

The property is zoned DS-3 as delineated on the City of Chicago, Department of Zoning website.

Note R. & M. denotes Record and Measured distances respectively. All dimensions are measured unless noted otherwise. Distances

are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.  
STATE OF ILLINOIS

2802 PROFESSIONAL'- Z LAND i Z ^cfRVEYOR

SURVEYOR'S NOTES (CONTINUED):

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Except the Sea Wall, Top of Bank and Water, the improvements are not shown at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED. Monuments set are at the corner unless otherwise noted.

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PINS: 17-21-203-004 17-21-203-007 17-21-204-001 17-21-207-001 17-21-502-001 17-21-503-003

REVISED: 5/7/18 #2018-25343

GREMLEY & BIEDERMANN

RELATED H/DWcST  
CLARK ft ROOSEVELT PROPERTY

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PAGE NO

8 of 8

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OF

EXHIBIT "B" - PAGE

PLAT OF DEDICATION

SEE SUBSEQUENT PAGES FOR LEGAL DESCRIPTIONS AND GEOMETRY OF THE DEDICATED AREA

LEGEND HEREBY DEDICATED

EXISTING LOT LINES EXISTING EASEMENTS SECTION LINES

SET 5/8" REBAR

SET CROSS

SET SPIKE

R. = RECORD M. = MEASURED -- RAD = RADIUS CH = CHORD CH B = CHORD BEARING 11\*11 = PENDING VACATION

TRAFFIC FLOW ROW = RIGHT OF WAY

NOTE: LUMBER ST., W. 12TH. PL., W. 13TH. PL., W. UNNAMED ST., W. 14TH. ST., W. 16TH ST., DODGE ST., STEPHENSON ST., S. GROVE ST. AND S. WENTWORTH AVE. AS SHOWN HEREON ARE NOT OPEN ON THE GROUND.

350

( IN FEET) 1" = 350'

SEE SURVEYOR'S NOTES ON PAGE 6 SEE SUBDIVISION CAPTIONS ON PAGE 2

## GRAPHIC SCALE

^CHECKED JOB AWW

REVISED: 5/17/18 #2018-25343

ORDERED Hr RELATED ^OVUEST  
CLKX & 300SEYELI PROPERTY

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ASGS nq3th cu-on Avenue. Chiuso. L 60430 (773) 655-5107 ru (773) 2eo-tl8i ErrAii. J.WFOIPLCS-SfWr cot

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# EXHIBIT "B" - PAGE OF PLAT OF DEDICATION

"A"

CANAL ADDITION TO CHICAGO IN W. FRACTIONAL N.E. 1/4 SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, LYING WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER. RECORDED MARCH 30, 1854, ANTE-FIRE.

ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO, ETC., IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862. RECORDED JUNE 8, 1865, ANTE-FIRE.

"C"

ORDINANCE CONDITIONALLY VACATING STREETS AND ALLEYS IN THAT PART OF CANAL ADDITION TO CHICAGO LYING E. OF THE WEST LINE OF DODGE ST., N. OF S. LINE OF 14TH ST., S. OF S. LINE OF 12TH ST. AND W. OF CHICAGO RIVER. PASSED JULY 20, 1891. NOTE: CONDITIONS NOT COMPLIED WITH. SEE CORPORATION COUNSEL'S OPINION UNDER DATE MAR. 18, 1914. #243

"D"

ORDINANCE FOR WIDENING OF W. 12TH ST. FROM MICHIGAN AVE. TO S. ASHLAND AVE. PASSED APRIL 5, 1911. ORDER OF POSSESSION JANUARY 9, 1919.

ORDINANCE OPENING A STREET FROM LUMBER ST. TO FOURTH AVE. PASSED FEB 28, 1887 ABANDONED MARCH 23, 1888.

ORDINANCE OPENING A STREET FROM 14TH AND FOURTH AVE TO W. 14TH AND CANAL ST. PASSED FEB. 20, 1888. ORDER TO PROCEED PASSED BY ORDINANCE OF MAR. 3, 1890. ORDINANCE FOR OPENING A STREET OR PASSAGEWAY FROM CLARK TO LUMBER STREET PASSED FEB. 24, 1891. (SEE PAGE 836. CONDEMNATION PROCEEDINGS VOL. 4)

"G"

ORDINANCE TO PROVIDE FOR ALTERING THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN POLK ST. AND W. EIGHTEENTH ST. PASSED JULY 8, 1926 SEE

COUNCIL PROCEEDINGS OF JULY 8, 1926, PAGE 4079.

ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21-39-14. RECORDED OCTOBER 31, 1860 ANTE-FIRE. THIS IS A CORRECTION AND RE-RECORD OF ASSESSOR'S DIVISION OF LAND IN THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21-39-14. RECORDED MAY 7, 1855 ANTE-FIRE.

REVISED: 5/17/18 #2018-25343

||CHECK  
ORDERED BY 3EUTE0 MIDWEST  
CU3K & 30CSEVELT PROPERTY

PLCS. Cmporation  
^ GREMLEY & BIEDERMANN <M«f

4505 HOH-4 Enron Atewe. Cmcuo, L 60630 TELST-we FT.) «3-5r3Z => UJ5)Z»-Ua. Ehul ■.NF0tn.CS-SUT(f cm

DATE  
APRIL 2, 2018  
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PAGE NO

2 of 6

# EXHIBIT "B" - PAGE OF PLAT OF DEDICATION

LOT 1

"ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1 /4 OF SECTION 21-39-14.  
RECORDED

ofrrnBER-Ji, iasa \_ -

BLOCK 34 LOT 2

ANTE-FIRE. THIS IS A CORRECTION AND y RE-RECORD OF ASSESSOR \_ DIVISION OF LA^O^JHE  
EAST rrfpNAL NORTHEASfjV^ OF SECTION

SJ, 1855 ANTE-FIRE.

^1 21^^TC RECORDED MAY  
t 7~J~1 IQCC AMTr\_tIDr

V-NORWjjNf: BLOCK

,SOUTH LINE OF BLOCK 35

BLOCK 35

249.53'  
S89°54'55"W

ROW R. 66"

VACATED W. 16TH STREET BY ORDINANCE PASSELX MAY 17, 1897 \

LU

# GRAPHIC SCALE

100                      0                      50 100

( IN FEET ) 1" = 100'

## CDOT# 21-25-17-3829

SEE LEGEND ON PAGE 1

SEE LEGAL DESCRIPTION ON PAGE 4

SEE TABLE OF EXISTING EASEMENTS ON PAGE 5

SEE SURVEYOR'S NOTES ON PAGE 6  
CO

REVISED: 5/17/18 #2018-25343

OROEIEQ 3<sup>d</sup> RELATES MIDWEST  
ADORE35 CUM & ROOSEVELT PROPERTY

**fs**    **GREMLEY & BIEDERMANN**  
PLCS. CoRnRATIOH  
LiamNa u-anuz

DATE  
apr. j. z. .ola

PI\Frswwj; lts satras 1505 Ham CLS-01 AvemC. Ch:c+0. 'L 606S0 TlfrOit CH3) (A5-3KZ f t) (77312B6-UBL Ehml WOWLCS-Sswi COM

ORDER KO

**2018-25204-002**

a\CAD\pQie\2018-2320\lqolB-a5204-002 p3.dwg

## EXHIBIT "B" - PAGE        OF PLAT OF DEDICATION

THAT PART OF SUNDRY LOTS AND BLOCKS IN ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 31, 1860 ANTE-FIRE, THIS IS A CORRECTION AND RE-RECORD OF ASSESSOR'S DIVISION OF LAND IN THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 1855 ANTE-FIRE;

TOGETHER WITH THAT PART OF SUNDRY LOTS IN ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862, RECORDED JUNE 8, 1865 AN ANTE-FIRE DOCUMENT;

TOGETHER WITH THAT PART OF THE ORIGINAL SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED BY ORDINANCE PASSED JULY 8, 1926, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 291.13 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 1666.93 FEET; THENCE SOUTHERLY 11.14 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 260.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS SOUTH 01 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 11.13 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 12 SECONDS EAST 252.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 21 MINUTES 48 SECONDS EAST 15.00 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES

12 SECONDS EAST 35.74 FEET; THENCE SOUTHEASTERLY 102.70 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 145.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 22 DEGREES 55 MINUTES 40 SECONDS EAST A DISTANCE OF 100.57 FEET; THENCE SOUTH 46 DEGREES 46 MINUTES 51 SECONDS WEST 10.00 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 19 SECONDS EAST 29.47 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK 35 IN THE ASSESSOR'S 2ND DIVISION OF THE EAST FRACTIONAL NORTHEAST 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH 49 DEGREES 36 MINUTES 35 SECONDS WEST ALONG THE WESTERLY LINE OF BLOCK 35 A DISTANCE OF 22.72 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF BLOCK 35; THENCE NORTH 89 DEGREES 54 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 30 FEET OF BLOCK 35 A DISTANCE OF 42.15 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 10 SECONDS EAST 192.91 FEET; THENCE NORTH 63 DEGREES 19 MINUTES 48 SECONDS EAST 30.63 FEET; THENCE SOUTH 50 DEGREES 02 MINUTES 21 SECONDS EAST 152.39 FEET TO A POINT ON THE NORTH LINE OF W. 16TH STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF W. 16TH STREET 249.53 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 08 SECONDS WEST 38.73 FEET; THENCE NORTH 61 DEGREES 57 MINUTES 10 SECONDS WEST 129.77 FEET; THENCE NORTHWESTERLY 157.21 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 240.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS NORTH 43 DEGREES 11 MINUTES 13 SECONDS WEST A DISTANCE OF 154.42 FEET; THENCE SOUTH 65 DEGREES 34 MINUTES 43 SECONDS WEST 15.00 FEET; THENCE NORTHERLY 96.95 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 255.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 13 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 96.37 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 12 SECONDS WEST 54.36 FEET; THENCE NORTH 87 DEGREES 21 MINUTES 48 SECONDS EAST 15.00 FEET; THENCE SOUTH 79 DEGREES 32 MINUTES 04 SECONDS EAST 82.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

REVISED: 5/17/18 #2018-25343

CONTAINING 54,309 SQUARE FEET OR 1.2468 ACRES, MORE OR LESS.

CDOT# 21-25-17-3829

EXHIBIT "B" - PAGE OF  
**PLAT OF DEDICATION**

OWNER CERTIFICATE

ROOSEVELT CLARK PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT IS THE OWNER OF RECORD TO THE PROPERTY DESCRIBED AND DEPICTED ON THIS PLAT AS THE AREA HEREBY DEDICATED, AND AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED FOR THE PURPOSE OF DEDICATING IT AS PUBLIC RIGHT OF WAY, IN WITNESS THEREOF SAID ROOSEVELT CLARK PARTNERS, LLC , HAS SIGNED, OR CAUSED TO BE SIGNED ON ITS BEHALF BY  
ITS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON THIS THE DAY OF  
A.D. 20

BY:

STATE OF ILLINOIS ) COUNTY OF  
COOK )SS

I, , A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT OF SAID LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH MANAGER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, FOR THE USES AND PURPOSES THEREIN

SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF  
A.D. 20\_.

NOTARY PUBLIC

TABLE OF EXISTING EASEMENTS

WATERMAIN EASEMENT PER DOC 1022222058

(JJN PERMANENT RELOCATABLE EASEMENT W FOR  
COMMUTER RAILROAD PURPOSES AS PER CASE #  
81C431 (LIMITED TO 30 FT. ABOVE TOP OF RAIL)

ST. CHARLES AIRLINE EASEMENT DOC. # 10791000 & 10791529

12 FT. EASEMENT FOR INTERCEPTING SEWER FOR THE SANITARY DISTRICT OF CHICAGO PER DOC.#12046245 & 12029543

REVISED: 5/17/18 #2018-25343

ORDERED BY 3ELATE0.r'DAEST  
CLASH & \*OCSEVEIT PROPERTY

**GREMLEY & BIEDERMANN**

PLCS. CORP. PARTITION  
LIUKKNO K-OHJU

Pvtsevi iik Satfms  
1.555 Hot-I Els'oh atowe. Chicago. 'l\_ oObiO  
ru.e>\*e\* tn3) 685-JQ2 -M (773) Z5b-arac IHFOSPLCS-Sltw? an

SCALE Inch =

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2018-25204-002

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PAGE NO

5 of 6

EXHIBIT "B" - PAGE OF  
**PLAT OF DEDICATION**

CITY - DEPT. OF FINANCE

C.D.O.T.

COOK CO.

PREPARED FOR/MAIL TO:

RELATED MIDWEST  
350 W HUBBARD SUITE 300  
CHICAGO IL 60654

PINS:

17-21-203-005 17-21-203-006 17-21-203-007 17-21-210-095

**SURVEYOR'S NOTES:**

Field measurements completed on MAY 8, 2018.

The property is zoned DS-3 as delineated on the City of Chicago, Department of Zoning website.

Note R. & M. denotes Record and Measured distances respectively. All dimensions are measured unless noted otherwise.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report

any differences BEFORE damage is done. For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations. NO dimensions shall be assumed by scale measurement upon this plat.

Improvements are not shown at the clients request. Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

Monuments set are at the corner unless otherwise noted. COPYRIGHT GREMLEY & BIEDERMANN, INC. 2017 "All Rights Reserved"

REVISED: 5/17/18 #2018-25343

orcere: ?t related lowest

CLARK a ROOSEVELT PROPERTT

GREMLEY & BIEDERMANN

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PLCS. ColpOpU'ion  
LICWE MI K-005UZ

iSQE Norm CISTX AVENUE. C-FIGAGe. I 60630 TELEWE C73J6B5-5I02 u (773) ra6-tI EFAIL 'NFOIPLCS-SurIE' COT

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APRIL 2 HIS

2018-25204-002

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PAGE NO

6of6

### Exhibit C

#### Vacation Parcels Legal Description and Plat of Vacation

##### WEST PARCEL

THAT PART OF S. LUMBER STREET TOGETHER WITH THAT PART OF S. 1 STEPHENSON STREET TOGETHER WITH THAT PART OF W. 13TH PLACE TOGETHER WITH THAT PART OF W. 14TH STREET TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR OPENING A STREET FROM 14TH ST. AND FOURTH AV. TO W. 14TH ST. AND CANAL ST. PASSED FEB. 20, 1888, IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 211.11 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 304.86 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 238.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF LOTS IN BLOCK 4 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT; THENCE NORTH 40 DEGREES 27 MINUTES 54 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF LOTS IN BLOCK 4, A DISTANCE OF 313.51 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 102.25 FEET TO THE NORTHEASTERLY LINE OF LOTS IN BLOCK 6 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 69.72 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 6; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 306.91 FEET TO THE SOUTH LINE OF LOTS IN SAID BLOCK 6; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 45.00 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 66.00 FEET TO THE NORTH LINE OF LOTS IN BLOCK 11 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 45.00 FEET

TO THE EAST LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 205.92 FEET TO THE NORTHWESTERLY LINE OF THE AFORESAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 45.78 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE

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CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 60.00 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 45.78 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 109.08 FEET TO THE SOUTH LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 45.00 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 100.00 FEET TO THE NORTH LINE OF LOTS IN THE ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862 AND RECORDED JUNE 8, 1865, AN ANTE-FIRE DOCUMENT; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 201.25 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 100.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 12 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 90.39 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE 121.66 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 92.17 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 60.02 FEET TO THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 92.26 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE 193.34 FEET TO THE NORTH LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 90.94 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 66.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 5 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 91.03 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 5; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE 229.00 FEET TO THE NORTHEASTERLY LINE OF LOTS IN SAID BLOCK 5; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG THE LAST MENTIONED NORTHEASTERLY LINE 141.31 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 102.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 104,720 SQUARE FEET OR 2.4040 ACRES, MORE OR LESS.

EAST PARCEL

THAT PART OF S. LUMBER STREET TOGETHER WITH THAT PART OF W. 13TH PLACE TOGETHER WITH THAT PART OF W. 14TH STREET TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR THE OPENING OF A STREET FROM LUMBER ST. TO FOURTH AV. PASSED FEB. 28, 1887, TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR OPENING A STREET FROM 14TH ST. AND FOURTH AV. TO W. 14TH ST. AND CANAL ST. PASSED FEB. 20, 1888, IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 291.13 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 331.46 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF LOTS IN BLOCK 4 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF BLOCK 4, A DISTANCE OF 169.51 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 4; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 204.00 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN SAID BLOCK 4 BEING ALSO A POINT ON THE EASTERLY TERMINUS OF SAID W. 13TH PLACE; THENCE SOUTH 11 DEGREES 42 MINUTES 52 SECONDS EAST ALONG THE EASTERLY TERMINUS OF W. 13TH PLACE 67.38 FEET TO THE NORTH LINE OF LOTS IN BLOCK 13 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 218.00 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 13; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED WEST LINE 140.00 FEET TO THE NORTH LINE OF W. UNNAMED STREET SAID NORTH LINE BEING A LINE DRAWN 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 4 IN SAID BLOCK 13; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 240.60 FEET TO THE EASTERLY TERMINUS OF SAID W. UNNAMED STREET; THENCE SOUTH 08 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE LAST MENTIONED EASTERLY TERMINUS 60.61 FEET TO THE SOUTH LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 249.00 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 13; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST 275.00 FEET ALONG THE WEST LINE OF LOTS IN BLOCK 13 AFORESAID AND THE WEST LINE OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862 AND RECORDED JUNE 8, 1865, AN ANTE-FIRE DOCUMENT TO THE NORTH LINE OF

LOT 2 IN SAID ASSESSOR'S DIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 109.75 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 100.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 12 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 43.61 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED

EAST LINE 162.43 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 44.14 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 60.02 FEET TO THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 44.05 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED EAST LINE 152.57 FEET TO THE NORTH LINE OF LOTS IN SAID BLOCK 12; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 43.07 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 66.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 5 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 22.97 FEET TO THE NORTHEASTERLY LINE OF LOTS IN SAID BLOCK 5; THENCE NORTH 40 DEGREES 27 MINUTES 54 SECONDS WEST ALONG THE LAST MENTIONED NORTHEASTERLY LINE 35.53 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 102.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 80,915 SQUARE FEET OR 1.8575 ACRES, MORE OR LESS.

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OF

EXHIBIT "C" - PAGE

# PLAT OF VACATION

**AREA VACATED = 185,635 SQUARE FEET OR 4.2615 ACRES, MORE OR LESS. SEE SUBSEQUENT PAGES FOR LEGAL DESCRIPTIONS AND GEOMETRY OF THE VACATED AREAS**

DEDICATED FOR S.WELLS ST. REC. DEC. 11, 2002 PER DOC 0021366617

WEST LINE S. CLARK ST. REC. JAN. 9, 2004 AS DOC 0400932150" R. 716'

-POINT OF COMMENCEMENT N89-55'29"E

NORTH LINE WEST FRACTIONAL NE 1/4 SEC. 21, ETC.

o  
N89'55'29"E 80.02'  
W. ROOSEVELT RD. 1006.31'

NOTE:  
S. LUMBER ST., W. 12TH. PL., W. 13TH. PL., W. UNNAMED ST., W.14TH. ST., S. DODGE ST., AND S. STEPHENSON ST. AS SHOWN HEREON ARE NOT OPEN ON THE GROUND.

### CDOT #21-25-17-3820

W. 16TH ST. (NOT OPEN ON GROUND)

SEE SURVEYOR'S NOTES ON PAGE 8 SEE SUBDIVISION CAPTIONS ON PAGE 2 SEE LEGEND ON PAGE 2

33  
( IN FEET ) 1" = 200'

REVISED: 5/17/18 #2018-25343

ORDERED BY RELATED HDHEST

CLARK I ROOSEVELT PROPERTY

GREMLEY 4J3IEDERMANN <M'

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Am. Z. 1018  
PACE H0

PLCS, CovcHAnot  
L'CRIE SJ 'IMBSJZ

1 of 9

i505 North Elsto\* avenue. Cmucoc. i HUB Telephone (773) 6AS-SE0Z Fax. (773) 216-41B\* Eiml -NFOPLCS-SunE' con

ORIORNQ

2018-25204-004

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## EXHIBIT "C" - PAGE OF PLAT OF VACATION

"A"

CANAL ADDITION TO CHICAGO IN W. FRACTIONAL N.E. 1/4 SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, LYING WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER. RECORDED MARCH 30, 1854, ANTE-FIRE.

"B"

ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO, ETC., IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862. RECORDED JUNE 8, 1865, ANTE-FIRE.

"C"

ORDINANCE CONDITIONALLY VACATING STREETS AND ALLEYS IN THAT PART OF CANAL ADDITION TO CHICAGO LYING E. OF THE WEST LINE OF DODGE ST., N. OF S. LINE OF 14TH ST., S. OF S. LINE OF 12TH ST. AND W. OF CHICAGO RIVER. PASSED JULY 20, 1891. NOTE: CONDITIONS NOT COMPLIED WITH. SEE CORPORATION COUNSEL'S OPINION UNDER DATE MAR. 18, 1914. #243

"D"

ORDINANCE FOR WIDENING OF W. 12TH ST. FROM MICHIGAN AVE. TO S. ASHLAND AVE. PASSED APRIL 5, 1911. ORDER OF POSSESSION JANUARY 9, 1919.

ORDINANCE OPENING A STREET FROM LUMBER ST. TO FOURTH AVE. PASSED FEB 28, 1887 ABANDONED MARCH 23, 1888.

ORDINANCE OPENING A STREET FROM 14TH AND FOURTH AVE TO W. 14TH AND CANAL ST. PASSED FEB. 20, 1888. ORDER TO PROCEED PASSED BY ORDINANCE OF MAR. 3, 1890. ORDINANCE FOR OPENING A STREET OR PASSAGEWAY FROM CLARK TO LUMBER STREET PASSED FEB. 24, 1891. (SEE PAGE 836. CONDEMNATION PROCEEDINGS VOL. 4)

"G"

ORDINANCE TO PROVIDE FOR ALTERING THE CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER BETWEEN POLK ST. AND W. EIGHTEENTH ST. PASSED JULY 8, 1926 SEE COUNCIL PROCEEDINGS OF JULY 8, 1926, PAGE 4079.

**LEGEND**

HEREBY VACATED

EXISTING LOT LINES

EXISTING EASEMENTS

SECTION LINES - -

- SET 5/8" REBAR
- SET CROSS
- SET MAG NAIL
- SET SPIKE

TRAFFIC FLOW ROW = RIGHT OF WAY R. = RECORD

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REVISED: 5/17/18 #2018-25343

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GREMLEY & BIEDERMANN

PLCS. CoErauTion

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2 of 9

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EXHIBIT "C" - PAGE OF

**PLAT OF VACATION**

TABLE OF EXISTING EASEMENTS

<?>

METROPOLITAN SANITARY DISTRICT PERMANENT SUBTERRANEAN EASEMENT LYING BETWEEN HORIZONTAL PLANES -220.00 FT. AND -252.00 FT. CHICAGO CITY DATUM PER DECREE ENTERED IN CASE NO. 76L11684

/5\ METROPOLITAN SANITARY DISTRICT \* ACCESS ROAD EASEMENT PER CASE # 76L11684

/\ WATERMAIN EASEMENT PER DOC \*1022222058

GRAPHIC SCALE

70 o ro

( IN FEET ) 1" = 70'

SEE LEGEND ON PAGE 2  
SEE SURVEY NOTES ON PAGE 8

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PLAT OF VACATION

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TABLE OF EXISTING EASEMENTS

- f)\ METROPOLITAN SANITARY DISTRICT \* PERMANENT EASEMENT PER DECREE ENTERED IN CASE NO. 76L11684
- /o\ METROPOLITAN SANITARY DISTRICT PERMANENT SUBTERRANEAN EASEMENT LYING BETWEEN HORIZONTAL PLANES -220.00 FT. AND -252.00 FT. CHICAGO CITY DATUM PER DECREE ENTERED IN CASE NO. 76L11684
- ft) METROPOLITAN SANITARY DISTRICT \* ACCESS ROAD EASEMENT PER CASE # 76L11684
- /T\ WATERMAIN EASEMENT PER DOC ^1022222058

GRAPHIC SCALE

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(IN FEET) 1" = 70'

SEE LEGEND ON PAGE 2  
SEE SURVEY NOTES ON PAGE 8

REVISED: 5/17/18 #2018-25343

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CLASS 5 30CSEYELT "TOPETT"

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.43.61' N89°54'1-2"

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EXHIBIT "C" - PAGE OF

TABLE OF EXISTING EASEMENTS  
WATERMAIN EASEMENT PER DOC 1022222058

## PLAT OF VACATION

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' .7^ • 589°54'12"W '-l' 218.00'

R. 218  
N89°54'12"E

W. UNNAMED ST.I. HEREBY VACATEL

"249:00'

ssqm'^w

BLOCK 13

CANAL ADDITION TO CHICAGO WEST FRACTIONAL NORTHEAST QUARTER SECTION 21. TOWNSHIP 39\_

R. 44/

GRAPHIC SCALE

NORTH, RANGE 14 EAST, RECORDED MARfh 30, 1854 AS AN ANTE-FIRE DOCUMEN

(IN FEET ) 1- = 70'

0 70

SEE LEGEND ON PAGE 2  
SEE SURVEY NOTES ON PAGE 8

LOT 3 ^cA\*

109.75"

LOT 2

CDOT #21-25-17-3820

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CLARK & ROOSEVELT PROPERTY

**GREMLEY & BIEDERMANN**  
PLCS. CcaTORATQN vma\* No lli-CCH JZ

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## EXHIBIT "C" - PAGE OF PLAT OF VACATION

### WEST PARCEL

THAT PART OF S. LUMBER STREET TOGETHER WITH THAT PART OF S. STEPHENSON STREET TOGETHER WITH THAT PART OF W. 13TH PLACE TOGETHER WITH THAT PART OF W. 14TH STREET TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR OPENING A STREET FROM 14TH ST. AND FOURTH AV. TO W. 14TH ST. AND CANAL ST. PASSED FEB. 20, 1888, IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 211.11 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 304.86 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 238.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF LOTS IN BLOCK 4 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT; THENCE NORTH 40 DEGREES 27 MINUTES 54 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF LOTS IN BLOCK 4, A DISTANCE OF 313.51 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 102.25 FEET TO THE NORTHEASTERLY LINE OF LOTS IN BLOCK 6 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 69.72 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 6; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 306.91 FEET TO THE SOUTH LINE OF LOTS IN SAID BLOCK 6; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 45.00 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 66.00 FEET TO THE NORTH LINE OF LOTS IN BLOCK 11 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 45.00 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 205.92 FEET TO THE NORTHWESTERLY LINE OF THE AFORESAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 45.78 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST

ALONG THE LAST MENTIONED EAST LINE 60.00 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 45.78 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 109.08 FEET TO THE SOUTH LINE OF LOTS IN SAID BLOCK 11; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 45.00 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED EAST LINE 100.00 FEET TO THE NORTH LINE OF LOTS IN THE ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11,1862 AND RECORDED JUNE 8,1865, AN ANTE-FIRE DOCUMENT; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 201.25 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 100.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 12 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 90.39 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE

(CONTINUED ON PAGE 7)

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GREMLEY & BIEDERMANN

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6 of 9

## EXHIBIT "C" - PAGE OF PLAT OF VACATION

WEST PARCEL (CONTINUED FROM PAGE 6)

121.66 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 92.17 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 60.02 FEET TO THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 92.26 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE 193.34 FEET TO THE NORTH LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 90.94 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 66.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 5 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 91.03 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 5; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE 229.00 FEET TO THE NORTHEASTERLY LINE OF LOTS IN SAID BLOCK 5; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG THE LAST MENTIONED NORTHEASTERLY LINE 141.31 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 102.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 104,720 SQUARE FEET OR 2.4040 ACRES, MORE OR LESS.

EAST PARCEL

THAT PART OF S. LUMBER STREET TOGETHER WITH THAT PART OF W. 13TH PLACE TOGETHER WITH THAT PART OF W. 14TH STREET TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR THE OPENING OF A STREET FROM LUMBER ST. TO FOURTH AV. PASSED FEB. 28,1887, TOGETHER WITH THAT PART OF W. UNNAMED STREET PER ORDINANCE FOR OPENING A STREET FROM 14TH ST. AND

FOURTH AV. TO W. 14TH ST. AND CANAL ST. PASSED FEB. 20,1888, IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF W. ROOSEVELT ROAD (BEING A LINE 85 FEET SOUTH OF THE NORTH LINE OF THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21) WITH THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER ABANDONED PER AN ORDINANCE OF THE CITY OF CHICAGO, PASSED JULY 8, 1926; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD 291.13 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 54 SECONDS WEST 305.76 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST 331.46 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF LOTS IN BLOCK 4 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 30, 1854, AN ANTE-FIRE DOCUMENT; THENCE SOUTH 40 DEGREES 27 MINUTES 54 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF BLOCK 4, A DISTANCE OF 169.51 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 4; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 204.00 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN SAID BLOCK 4 BEING ALSO A POINT ON THE EASTERLY TERMINUS OF SAID W. 13TH PLACE; THENCE SOUTH 11 DEGREES 42 MINUTES 52 SECONDS EAST ALONG THE EASTERLY TERMINUS OF W. 13TH PLACE 67.38 FEET TO THE NORTH LINE OF LOTS IN BLOCK 13 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 218.00 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 13; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST ALONG THE LAST MENTIONED WEST LINE 140.00 FEET TO THE NORTH LINE OF W. UNNAMED STREET SAID NORTH LINE BEING A LINE DRAWN 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 4 IN SAID BLOCK 13; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 240.60 FEET TO THE EASTERLY TERMINUS OF SAID W. UNNAMED STREET; THENCE SOUTH 08 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE LAST MENTIONED EASTERLY TERMINUS 60.61 FEET

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REVISED: 5/17/18 #2018-25343

ORDERED BY TSLA REP MIDWEST

ADDRESS: CLARK | ROOSEVELT PROPEAT

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DATE:  
APRIL 2, 2018  
PAGE 10

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# EXHIBIT "C" - PAGE OF PLAT OF VACATION

EAST PARCEL (CONTINUED FROM PAGE 7)

TO THE SOUTH LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE 249.00 FEET TO THE WEST LINE OF LOTS IN SAID BLOCK 13; THENCE SOUTH 00 DEGREES 15 MINUTES 57 SECONDS EAST 275.00 FEET ALONG THE WEST LINE OF LOTS IN BLOCK 13 AFORESAID AND THE WEST LINE OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 14 OF CANAL ADDITION TO CHICAGO IN THE WEST FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 21, IN ACCORDANCE WITH CIRCUIT COURT PARTITION OF JULY 11, 1862 AND RECORDED JUNE 8, 1865, AN ANTE-FIRE DOCUMENT TO THE NORTH LINE OF LOT 2 IN SAID ASSESSOR'S DIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 109.75 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 100.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 12 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 43.61 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST ALONG THE LAST MENTIONED EAST LINE 162.43 FEET TO THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET; THENCE SOUTH 79 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID W. UNNAMED STREET 44.14 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 60.02 FEET TO THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET; THENCE NORTH 79 DEGREES 06 MINUTES 41 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID W. UNNAMED STREET 44.05 FEET TO THE EAST LINE OF LOTS IN SAID BLOCK 12; THENCE NORTH 00 DEGREES 15 MINUTES 57 SECONDS WEST

ALONG THE LAST MENTIONED EAST LINE 152.57 FEET TO THE NORTH LINE OF LOTS IN SAID BLOCK 12; THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST ALONG THE LAST MENTIONED NORTH LINE 43.07 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 66.00 FEET TO THE SOUTH LINE OF LOTS IN BLOCK 5 IN CANAL ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST ALONG THE LAST MENTIONED SOUTH LINE 22.97 FEET TO THE NORTHEASTERLY LINE OF LOTS IN SAID BLOCK 5; THENCE NORTH 40 DEGREES 27 MINUTES 54 SECONDS WEST ALONG THE LAST MENTIONED NORTHEASTERLY LINE 35.53 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 58 SECONDS WEST 102.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 80,915 SQUARE FEET OR 1.8575 ACRES, MORE OR LESS.

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CLAW I 300SEYEIT PROPERTY

**GREMLEY  
BIEDERMANN**  
PLCS. CORMRATON

&

1505 N Cmt EJTOS AVE\*\*, CmCAtt, L 60630 Tell-WE (773) 685-51 Fax.  
(773) 216-UV. Email: \*FOIPLCS-Suntr OH

CDOT #21-25-17-3820

EXHIBIT "C" - PAGE      OF  
**PLAT OF VACATION**

CITY - DEPT. OF FINANCE

COOK CO.

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SURVEYOR'S NOTES:  
PREPARED FOR/MAIL TO:

RELATED MIDWEST  
350 W HUBBARD SUITE 300  
CHICAGO IL 60654

Field measurements completed on  
MAY 8, 2018.

The property is zoned DS-3 as delineated on the City of Chicago, Department of Zoning website. Note R. & M. denotes Record and Measured distances respectively. All dimensions are measured unless noted otherwise.

State of Illinois) County of Cook)ss

sr<sup>5</sup>

We, GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the hereon described property and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62° Fahrenheit.

Field measurements completed on MAY 8, 2018. ^

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tn^urrent

Signed on By:

52>

Illinois minimum standards  
41

Professional Illinois Land Surveyor No. My license expires November 30, 2018 This professional service conforms to for a boundary survey.

CDOT #21-25-17-3820

SURVEYOR'S NOTES (CONTINUED): Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.  
For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat. Except the Sea Wall, Top of Bank and Water, the improvements are not shown at the clients request. Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED Monuments set are at the corner unless otherwise noted. COPYRIGHT GREMLEY & BIEDERMANN, INC. 2017 "All Rights Reserved"

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GREMLEY & BIEDERMANN

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## Exhibit D

### Agreement for Temporary Construction Easement

42

**EXHIBIT D  
to Vacation Ordinance**

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

John D. McDonough Attorney at Law  
204 Columbia Avenue Elmhurst, Illinois  
60126

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT (WELLS  
WENTWORTH PROJECT)**

This Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date"), by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), by and through its Department of Transportation ("CDOT") and ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company ("Grantor")-

*Witnesseth:*

WHEREAS, City proposes to undertake a series of projects, at its sole cost and expense, for the extension of South Wells Street from its present southerly terminus at Roosevelt Road to connect with the proposed northerly extension of South Wentworth Avenue from its current northerly terminus south of 16th Street (collectively, "City Project"); and

WHEREAS, Grantor is the current owner of parcels of property bounded by Roosevelt Road, Clark Street, 16<sup>th</sup> Street and the South Branch of the Chicago River, all as more fully described on Exhibit D-1 which is attached and incorporated ("Grantor Parcel"); and

WHEREAS, the Grantor contemplates the development of a mixed-use project on the Grantor Parcel ("Grantor Project"); and

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WHEREAS, the City and Grantor anticipate that the Grantor will obtain authority to undertake and complete the Grantor Project pursuant to a Planned Development approved by City Council pursuant to Chapter 17-8 of the Chicago Zoning Ordinance ("Planned Development"); and

WHEREAS, consistent with both the Grantor Project and the City Project, Grantor and City have agreed that the Grantor will dedicate certain property for the benefit of the City Project and the City will vacate certain streets and alleys for the benefit of the Grantor Project all as provided in an ordinance approved on \_\_\_\_\_, 2018 ("Vacation and Dedication Ordinance"); and

WHEREAS, City desires to use those certain portions of property located within the Grantor Parcel which are depicted in Exhibit D-2 which is attached and incorporated (the "Temporary Easement Area"), for temporary construction access and staging for the City Project; and

WHEREAS, in consideration of the City's approval of the Vacation and Dedication Ordinance and the performance of the obligations as provided in this Agreement, Grantor has agreed to grant to the City a temporary construction easement in the Temporary Easement Area;

NOW, THEREFORE, in consideration of 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 Temporary Easement for Construction. Subject to the terms and conditions stated in this Agreement, the Grantor hereby grants and conveys to City a temporary easement (the "Temporary Easement") in, on, over, under and through the Temporary Easement Area for purposes of installation, construction, inspection, repair, replacement, and turnover of the City Project (the "City Work").
2. Term.
  - a. The Temporary Easement shall commence on the date stated in a written notice of commencement of the City Work (respectively, the "Commencement Date" and the "Notice of Commencement") from City to Grantor which shall be not less than 30 days after the date the notice is delivered. In the event that the Notice of Commencement is not delivered to Grantor before the date that is six months after the Effective Date this Agreement shall terminate without breach by either party.
  - b. The Temporary Easement and this Agreement shall terminate upon the earlier of the following to occur:

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- i. The third anniversary of the Commencement Date, unless an extension has been requested by the City and approved by the Grantor;
- ii. The date of Substantial Completion of the City Work ("Substantial Completion Date"); or
- iii. Such alternative dates as are provided in the Coordination Plan which is set forth in Exhibit D-3 which is attached and incorporated ("Coordination Plan") as it may from time to time be updated by the parties in accordance with Section 6 hereof.

"Substantial Completion" shall mean that the City Work has reached such a point in quantity and quality of construction that the contemplated improvements may be turned over by the respective contractors and used and operated for their intended purpose by the public.

3. Use and Control of Temporary Easement Area by Grantor.

a. Grantor Use. During the term of the Temporary Easement, Grantor, through its agents, contractors, consultants, and other representatives (each a "Grantor Party" and together the "Grantor Parties"), may use and access the Temporary Easement Area including, but not limited to, construction of permanent structures thereon, so long as such use does not substantially interfere with use of the Temporary Easement Area for performance of the City Work. In the event that any building, structure, improvement, facility, equipment, vehicle or any other obstruction is located by a Grantor Party on the Temporary Easement Area in violation of this Agreement and such obstruction remains on the Temporary Easement Area following reasonable notice to Grantor, the City may remove the same from the Temporary Easement Area.

b. In addition, Grantor may use and access the Temporary Easement Area in accordance with the Coordination Plan.

4. Easement Subject to Pre-Existing Rights. The Temporary Easement is granted subject to the preexisting rights described on Exhibit D-4 which is attached and incorporated (the "Preexisting Rights"). Grantor warrants to the City that, notwithstanding the Preexisting Rights, it has sufficient title and interest in and to the Grantor Parcel to enter into this Agreement, and to grant the Temporary Easement. In the event of any conflict or if issues arise as a result of or in connection with the Preexisting Rights and the City Work, the parties will work together in good faith to resolve such issues or conflicts,, which efforts shall be reflected in an updated Coordination Plan.

5. Restoration by City. After termination or expiration of the Temporary Easement, City shall have no obligation to restore the Temporary Easement Area except to the

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extent of filling in any excavation it causes and providing rough grading thereafter, to the extent of removing any spoils it causes and providing rough grading thereafter, and repair and restore any damage to any improvement authorized by the Preexisting Rights located on the Temporary Easement Area but only to the extent such damage was proximately caused by or on behalf of the City in connection with the City Work.

6. Coordination Plan. City and Grantor hereby agree to the terms and conditions of the Coordination Plan as a binding coordination plan addressing both work related to the Grantor Project (the "Grantor Work") and City Work, including access and crossing rights, staging, early termination of certain portions of the Temporary Easement, and completion. Activities conducted in accordance with the Coordination Plan shall not be considered substantial interference with the Temporary Easement. The parties agree that the Coordination Plan may be updated by mutual agreement by the parties from time to time, except that the Early Termination and Crossing Rights described in Exhibit D-3 shall be maintained throughout the term of this Agreement.
7. Indemnity of Grantor. City hereby agrees to indemnify, hold harmless and defend Grantor for claims for personal injury or property damage arising from or as a result of City employees' entry into the Temporary Easement Area, or their performance of the work in connection with the City Project in or on the Temporary Easement Area ("City Claims") except to the extent proximately caused by a Grantor Party. City hereby agrees to cause its contractors to indemnify, hold harmless and defend Grantor for claims for personal injury or property damage arising from or as a result of such contractor's entry into the Temporary Easement Area, or the performance of the work in connection with the City Project in or on the Temporary Easement Area ("City Contractor Claims") except to the extent proximately caused by a Grantor Party.

The provisions of this Section 7 shall survive any termination of this Agreement or the Temporary Easement but it shall not apply to City Claims or City Contractor Claims arising from events occurring after such termination.

8. City Contractors' Insurance During Work. Prior to City's contractors' entry onto the Temporary Easement Area to perform work for the construction, installation or maintenance of the City Project, City shall cause each such contractor to procure and maintain and at all times thereafter continuing until the completion of such entry or work, all of the coverages of insurance specified in Exhibit D-5 which is attached and incorporated.
9. Liens. City shall keep the Grantor Parcel free from any and all liens and encumbrances arising out of the City Work and the City Project. In case of any such lien attaches, Grantor shall notify City of such lien. Upon receipt of such notice, City shall either pay and remove said lien, or undertake, in good faith, to contest such lien by appropriate legal proceedings and provide Grantor with written notice of the same. In the event City contests said lien, upon Grantor's request,

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City agrees to provide title insurer with a title indemnity in form and substance acceptable to Grantor's

title company, including complying with conditions imposed by such title insurer, in order to permit title company to insure over such lien. City shall not be required to pay the lien until a final non-appealable judgment has been rendered in the lien holder's favor for work performed for City on the Grantor Parcel. If City (1) fails to pay and remove such lien, and fails to contest same and provide the title indemnity as provided herein, or (2) fails to comply with a final nonappealable judgment, then Grantor, at Grantor's election following 30 days' notice and time for cure to the City, may, but is not obligated to, pay and satisfy the same, and all actual costs incurred related thereto (including, without limitation, reasonable attorneys' fees, disbursements and court costs) and such amounts paid by Grantor shall be reimbursed by City, after review and approval by City (which approval shall not be unreasonably delayed or withheld), within forty-five (45) days of City's receipt of a written notice detailing such costs, with interest accruing from the date of such Grantor's notice at the rate stated as the Prime Rate pursuant to Wall Street Journal's published bank survey, or the maximum rate permitted by law, whichever is less.

10. Default. Upon the occurrence of a City Default, Grantor shall have all remedies at law or in equity and the right to terminate this Agreement and the Temporary Easement granted herein. "City Default" under this Agreement shall mean City has failed to comply with or perform any term, covenant, agreement or condition of this Agreement, and such failure has continued for thirty (30) days after written notice provided, however, if such default cannot be cured in 30 days, City shall have an additional reasonable period of time (not to exceed ninety (90) additional days) to cure such failure provided that City has commenced to cure such failure within said thirty (30) day period and thereafter diligently and continuously uses commercially reasonable efforts to, pursue the remedies or steps necessary to cure such failure.
11. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

Notices shall be addressed to Grantor and City at their respective addresses set forth below, or to such substitute address as Grantor or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago  
Department of Transportation  
30 N. LaSalle Street Room 1100  
Chicago, IL 60611  
Attn: Commissioner

With a copy to City of  
Chicago

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Department of Law  
121 North LaSalle Street, Room 600 Chicago, Illinois 60602  
Attn: Chief Assistant Corporation Counsel Real Estate and  
Land Use Division

If to Grantor:

Roosevelt/Clark Partners, LLC 350 W. Hubbard  
Street, Suite 300 Chicago, IL 60654 Phone: (312)595  
-7400 Attn: Curt Bailey

With a copy to:

DLA Piper LLP (US)  
444 W. Lake Street, Suite 900  
Chicago, Illinois 60606  
Phone:(312)368-2153  
Attn: Rich Klawiter & Katie Jahnke Dale

Names, titles and addresses shall be deemed changed only upon service of notice in accordance with this Section.

## 12. General

- b. Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois.
- c. 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.
- d. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Grantor Parcel, including the Temporary Easement Area, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Grantor and their respective successors and assigns.
- e. No Third-Party Beneficiaries. This Agreement intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may . such person enforce any of the terms or be entitled to any of the benefits hereof.

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In Witness Whereof, Grantor and City have caused this Agreement to be executed their duly authorized officers, as of the day and year first written above.

ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company

By: Related R/C LLC, a Delaware limited liability company, its managing member

By: LR Development Company LLC, a Delaware  
limited liability company, dba Related Midwest LLC, its sole member

By:  
Name: Curt R. Bailey Title: President

CITY OF CHICAGO, an Illinois home rule municipality

By: Name:  
Title: Commissioner of Department of Transportation

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

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, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Curt Bailey, President of LR Development Company LLC, a Delaware limited liability company, dba Related Midwest LLC, the sole member of Related R/C LLC, a Delaware limited liability company, the managing member of ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company, who is 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 and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this        day of        , 20    .

Notary Public

My Commission Expires:

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STATE OF ILLINOIS COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Rebekah Scheinfeld, Commissioner of Transportation of THE CITY OF CHICAGO, an Illinois home rule municipality, who is 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_



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Notary Public .

My Commission Expires:

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**EXHIBIT D-1**

**GRANTOR PARCEL**

PARCEL 1:

, THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 92.37 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH

LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21;  
THENCE SOUTH 89 DEGREES

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57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID 33.0 FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42 FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE

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NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS

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**WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST,**

HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS: (EXCEPTION PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 3, DISTANT 335.00 FEET WEST OF THE WEST LINE OF CLARK STREET, MEASURED ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES 36 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 31.91 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE, A DISTANCE OF 73.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3; A DISTANCE OF 262.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL V. (EXCEPTION PARCEL 2)

THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF 16TH STREET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTHWESTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET A DISTANCE OF 135.2 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT FROM SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH

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LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE SOUTHEASTERLY ON A STRAIGHT LINE PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE AND 32.4 FEET DISTANT SOUTHWESTERLY AT RIGHT ANGLES THEREFROM 136.9 FEET; THENCE

SOUTHEASTERLY ON A CURVED LINE WITH A RADIUS OF 391 FEET A DISTANCE OF 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1:  
(EXCEPTION PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION AFORESAID, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF 16TH STREET AND IN THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 335 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 407.8 FEET A DISTANCE OF 86 FEET TO A POINT 21 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE SOUTHEASTERLY 26 FEET TO A POINT DISTANT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 227.6 FEET TO THE WEST LINE OF CLARK STREET; THENCE NORTH ON THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS, BLOCKS AND VACATED STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS, IN CANAL ADDITION, A SUBDIVISION OF THE WEST FRACTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AT A POINT OF INTERSECTION OF SAID LINE WITH EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID

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POINT BEING 1016.47 FEET WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 1910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE SOUTHEASTWARDLY ALONG SAID ARC, A DISTANCE OF 142.415 FEET TO THE

AFOREMENTIONED SOUTHERLY TERMINUS OF SAID ARC; THENCE SOUTH 12 DEGREES 35 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, (THE SOUTHERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1185.34 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER), A DISTANCE OF 1020.25 FEET, TO A POINT OF CURVE; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1273.57 FEET, A DISTANCE OF 274.145 FEET TO A POINT WHICH IS 1322.95 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560.00 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE WHICH IS PARALLEL WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 428.214 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 373.878 FEET TO A POINT WHICH IS 2088.58 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 419.08 FEET EAST OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 44 DEGREES 31 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 92.474 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 32 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 141.64 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 21.393 FEET TO AN INTERSECTION WITH A LINE WHICH IS 315 FEET NORTH FROM AND PARALLEL WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET; THENCE SOUTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 229.778 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 00 DEGREES 26 MINUTES 02 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 883.948 FEET TO AN ANGLE POINT IN SAID LINE, AND THENCE NORTH 00 DEGREES 15 MINUTES 58 SECONDS WEST

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CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 1457.308 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: Vacant land located at Clark and Roosevelt Road, Chicago, Illinois

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**EXHIBIT D-2 TEMPORARY EASEMENT AREA**

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**EXHIBIT D-3**

**COORDINATION PLAN**

Early Termination as to specific areas:

- a. Termination of the 14<sup>th</sup> Street Temporary Easement Area. Upon Substantial Completion of the City Work within the approximately 125' wide portion of the Temporary Easement Area located at 14<sup>th</sup> Street (the "14<sup>th</sup> Street Temporary Easement Area"), such portion of the Temporary Easement shall terminate.
- b. Termination of the 15<sup>th</sup> Street Temporary Easement Area. Upon Substantial Completion of the City Work within the approximately 166' wide portion of the Temporary Easement Area located at 15<sup>th</sup> Street (the "15

th Street Temporary Easement Area"), such portion of the Temporary Easement shall terminate.

- c. Later agreement. The parties hereby acknowledge, as discrete portions of the City Project are completed, related portions of the Temporary Easement Area will terminate as agreed by the parties.

Use and control. Grantor Control of 15th Street Area. During the term of the Temporary Easement, Grantor shall control the 15th Street Temporary Easement Area. Upon reasonable notice to Grantor, City may use the 15th Street Temporary Easement Area for pedestrian and vehicular ingress and egress.

Crossing Rights, Grantor Ingress and Egress over Temporary Easement: During the term of the Temporary Easement, for purposes of ingress and egress by Grantor Parties, City shall preserve over, upon, and across the Temporary Easement Area:

- i. A 30' wide north-south route for vehicular and pedestrian access between Areas B and C depicted on Exhibit D-2 (the "East Access Route");
- ii. A 30' wide east-west route for vehicular and pedestrian access between Areas A and B depicted on Exhibit D-2 (the "North Access Route");
- iii. A 30' wide east-west route for vehicular and pedestrian access between Areas C and D depicted on Exhibit D-2 (the "South Access Route"); and
- iv. A 30' wide north-south route for vehicular and pedestrian access between Areas A and D depicted on Exhibit D-2 (the "West Access Route", together with the North Access Route, South Access Route, and East Access Route, the "Grantor Access Routes", and each a "Grantor Access Route").
- v. The specific location of each Grantor Access Route may be relocated from time to time based on the logistics of the respective work to be performed and safety considerations and with reasonable notice to the Grantor, provided that continuous

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routes with minimum width of 30 feet are maintained throughout the term of the Temporary Easement

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**EXHIBIT D-4 PREEXISTING RIGHTS**

1. Pre-existing rights of the City
2. Other exceptions subject to approval of Corporation Counsel

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**EXHIBIT D-5**

**CONTRACTOR INSURANCE DURING ENTRY OR WORK**

(Construction Insurance)

Prior to entry on the Grantor Parcel, City shall cause its contractors to, provide, pay for, and maintain in full force and effect at all times until completion of the work and turnover to City the types and amounts of insurance coverage set forth in this Exhibit D-5, with insurance companies duly licensed and admitted to do business in the State of Illinois and will cause Grantor and LR Development Company LLC d/b/a Related Midwest to be named additional insureds on appropriate policies and coverages.

**CONTRACT INSURANCE REQUIREMENTS**

S. Wentworth Avenue Section 2 Improvements W. Cermak  
Rd. to W. 19<sup>th</sup> Street

**A. INSURANCE REQUIRED**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

- 1) **Workers Compensation and Employers Liability (Primary and Umbrella)**  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) **Commercial General Liability (Primary and Umbrella)**  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations,

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products/completed operations, (for the full statue of repose following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same

coverages/follow form as the underlying policy/policies.

- 3) **Automobile Liability (Primary and Umbrella)**  
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation chemical waste, hazardous and special waste.
- 4) **Excess/Umbrella**  
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

- 5) **Owner's and Contractor's Protective Liability**  
With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.
- 6) **Builders Risk**  
When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site<sup>1</sup> and in-transit, equipment breakdown, landscaping, flood, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

- 7) **Professional Liability**  
When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must

include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Railroad Protective Liability

When any work or services is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3<sup>rd</sup> Floor, Chicago, IL 60661.

An Insurance binder will be accepted until such time the policy is submitted.

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9) Contractors Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may

constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation

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endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as

an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

### **C. CITY OF CHICAGO - SELF INSURANCE**

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The City of Chicago is self-insured for Workers Compensation, Commercial General Liability and Automobile Liability as it relates to the City Work; provided, however, that the City shall not be required to name Developer as an additional insured under the City's self-insurance program.

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**Exhibit E**

**Agreement for Access Easement (Wells Wentworth Project)**

**EXHIBIT E  
to Vacation Ordinance**

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

John D. McDonough Attorney at Law 204  
Columbia Avenue Elmhurst, Illinois  
60126

**AGREEMENT FOR ACCESS EASEMENT (WELLS  
WENTWORTH PROJECT!**

This Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018 ("Effective Date"), by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), by and through its Department of Transportation ("CDOT") and ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company ("Grantor").

*Witnesseth:*

WHEREAS, City proposes to undertake a series of projects, at its sole cost and expense, for the extension of South Wells Street from its present southerly terminus at Roosevelt Road to connect with the proposed northerly extension of South Wentworth Avenue from its current northerly terminus south of 16th Street (collectively, "City Project"); and

WHEREAS, Grantor is the current owner of parcels of property bounded by Roosevelt Road, Clark Street, 16<sup>th</sup> Street and the South Branch of the Chicago River, all as more fully described on Exhibit E-1 which is attached and incorporated ("Grantor Parcel"); and

WHEREAS, the Grantor contemplates the development of a mixed-use project on the Grantor Parcel ("Grantor Project"); and

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WHEREAS, the City and Grantor anticipate that the Grantor will obtain authority to undertake and complete the Grantor Project pursuant to a Planned Development approved by City Council pursuant to Chapter 17-8 of the Chicago Zoning Ordinance ("Planned Development"); and

WHEREAS, consistent with both the Grantor Project and the City Project, Grantor and City have agreed that the Grantor will dedicate certain property for the benefit of the City Project and the City will vacate certain streets and alleys for the benefit of the Grantor Project all as provided in an ordinance approved on \_\_\_\_\_, 2018 ("Vacation and Dedication Ordinance"); and

WHEREAS, City desires to use a certain portion of the Grantor Parcel which is described in Exhibit E-2 which is attached and incorporated (the "Access Easement Parcel"), for public pedestrian and service vehicle access from the new Wells-Wentworth roadway to Ping Tom Park; and

WHEREAS, in consideration of the City's approval of the Vacation and Dedication Ordinance and the performance of the obligations as provided in this Agreement, Grantor has agreed to grant to the City a defeasible easement in the Access Easement Parcel;

NOW, THEREFORE, in consideration of 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 Park Access Easement. Subject to the terms and conditions stated in this Agreement, the Grantor hereby grants and conveys to City a perpetual easement in, on, and over the Access Easement Parcel for purposes of public pedestrian access between the public way of Wells Street to Ping Tom Park ("Access Easement"), including the right to install, construct, use, inspect, maintain, repair, rehabilitate, replace, and remove improvements generally described on Exhibit E-3 which is attached and incorporated, and which improvements shall be approved by Grantor in Grantor's reasonable discretion ("Authorized Improvements") and take any action necessary and appropriate for the development and exercise of such rights of access ("City Work"); Vehicular access shall be expressly limited to support activities to install, construct, use, inspect, maintain, repair, rehabilitate, replace, and remove the Authorized Improvements. Other than the Authorized Improvements, City shall not make any improvements without prior written approval from Grantor.

2. Term.

- a. Commencement. The Access Easement shall commence on the Effective Date and shall terminate at such time that public access is provided, including temporary access, as provided in the Planned Development. At such time, the Planned Development shall govern public use and public access of the riverwalk from Wells Street to the southern property line of the Grantor Parcel (the "Riverwalk Extension").

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- b. Termination. Notwithstanding anything to the contrary herein, the Access Easement and this Agreement shall automatically terminate at such time that public access is provided, including temporary access, as provided in the Planned Development which will govern completion and opening for public use of the improvements for public access to Ping Tom Park.
3. Use of Access Easement. Grantor may use the Access Easement Parcel for pedestrian and vehicular access purposes to the extent that such use does not substantially interfere with use and enjoyment of the Access Easement by the City or the public. After termination of the Access Easement, City shall have no obligation to remove the Authorized Improvements, nor any obligation to restore the Access Easement Parcel except to the extent of filling in any excavation it causes and providing rough grading thereafter, to the extent of removing any spoils it causes and providing rough grading thereafter, and to repair and restore any damage to any improvement authorized by the preexisting rights described on Exhibit E-4 which is attached and incorporated (the "Preexisting Rights") located on the Access Easement but only to the extent such damage was proximately caused by or on behalf of the City in connection with the City Work.
  4. Easement Subject to Pre-Existing Rights. The Access Easement is granted subject to Preexisting Rights. Grantor warrants to the City that, notwithstanding the Preexisting Rights, it has sufficient title and interest in and to the Grantor Parcel to enter into this Agreement, and to grant the Access Easement. In the event of any conflict or should issues arise as a result of or in connection with the Preexisting Rights and the City Work, the parties will work together in good faith to resolve such issues or conflicts, which efforts shall be reflected in an updated Coordination Plan.
  5. Coordination Plan. City and Grantor shall agree to a binding coordination plan addressing both work related to the Grantor Project (the "Grantor Work") and City Work, including staging and completion, in accordance with the terms and conditions of this Agreement (the "Coordination Plan"). Activities conducted in accordance with the Coordination Plan shall not be considered substantial interference with the use and enjoyment of the Access Easement. The parties agree that the Coordination Plan may be updated by mutual agreement by the parties from time to time.
  6. Indemnity of Grantor. City hereby agrees to indemnify, hold harmless and defend Grantor for claims for personal injury or property damage arising from or as a result of City employees' entry into the Access Easement Parcel for the construction of the Authorized Improvements, or their performance of the work in connection with the City Project in or on the Access Easement Parcel ("City Claims") except to the extent proximately caused by a Grantor Party. City hereby agrees to cause its contractors to indemnify, hold harmless and defend Grantor for claims for personal injury or property damage arising from or as a result of such contractor's entry into the Access Easement Parcel, or the performance of the work in connection with the Authorized Improvements ("City Contractor Claims") except to the extent proximately caused by Grantor, its

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employees, agents, contractors, licenses permittees or any person claiming under Grantor.

The provisions of this Section 6 shall survive any termination of this Agreement or the Access Easement but it shall not apply to City Claims or City Contractor Claims arising from events occurring after such termination.

7. City Contractors' Insurance During Work. Prior to City's contractors' entry onto the Access Easement Parcel to perform work for the construction, installation or maintenance of the Authorized Improvements, City shall cause each such contractor to procure and maintain and at all times thereafter continuing until the completion of such entry or work, all of the coverages of insurance specified in Exhibit D-5 which is attached and incorporated.
8. Liens. City shall keep the Grantor Parcel free from any and all liens and encumbrances arising out of the City Work and the City Project. In case of any such lien attaches, Grantor shall notify City of such lien. Upon receipt of such notice, City shall either pay and remove said lien, or undertake, in good faith, to contest such lien by appropriate legal proceedings and provide Grantor with written notice of the same. In the event City contests said lien, upon Grantor's request, City agrees to provide title insurer with a title indemnity in form and substance acceptable to Grantor's title company, including complying with conditions imposed by such title insurer, in order to permit title company to insure over such lien. City shall not be required to pay the lien until a final nonappealable judgment has been rendered in the lien holder's favor for work performed for City on the Grantor Parcel. If City (1) fails to pay and remove such lien, and fails to contest same and provide the title indemnity as provided herein, or (2) fails to comply with a final non-appealable judgment, then Grantor, at Grantor's election following 30 days' notice and time for cure to the City, may, but is not obligated to, pay and satisfy the same, and all actual costs incurred related thereto (including, without limitation, reasonable attorneys' fees, disbursements and court costs) and such amounts paid by Grantor shall be reimbursed by City, after review and approval by City (which approval shall not be unreasonably delayed or withheld), within forty-five (45) days of City's receipt of a written notice detailing such costs, with interest accruing from the date of such Grantor's notice at the rate stated as the Prime Rate pursuant to Wall Street Journal's published bank survey, or the maximum rate permitted by law, whichever is less.
9. Default, Termination. It shall be a "City Default" under this Agreement if City shall fail to comply with or perform any term, covenant, agreement or condition of this Agreement, and such failure shall continue for thirty (30) days after written notice provided, however, if such default cannot be cured in 30 days, City shall have an additional reasonable period of time (not to exceed ninety (90) additional days) to cure such failure provided that City has commenced to cure such failure within said thirty (30) day period and thereafter diligently and continuously uses commercially reasonable efforts to pursue the remedies or steps necessary to cure such failure. In the event of a City Default, Grantor

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shall have all remedies at law or in equity except for the right to terminate this Agreement and the

Access Easement granted herein.

10. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

Notices shall be addressed to Grantor and City at their respective addresses set forth below, or to such substitute address as Grantor or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago  
Department of Transportation  
30 N. LaSalle Street Room 1100  
Chicago, IL 60611  
Attn: Commissioner

With a copy to: City of Chicago

Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

If to Grantor:

Roosevelt/Clark Partners, LLC 350 W. Hubbard  
Street, Suite 300 Chicago, IL 60654 Phone: (312)595  
-7400 Attn: Curt Bailey

With a copy to:

DLA Piper LLP (US)  
444 W. Lake Street, Suite 900  
Chicago, Illinois 60606  
Phone:(312)368-2153  
Attn: Rich Klawiter & Katie Jahnke Dale

Names, titles and addresses shall be deemed changed only upon service of notice in accordance with this Section.

#### 11. General

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a. Illinois Law. This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois.

b. 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.

- c. Runs with the Land. All provisions hereof, including the benefits and burdens, shall run with the land of Grantor Parcel, including the Access Easement Parcel, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Grantor and their respective successors and assigns.
- d. No Third-Party Beneficiaries. This Agreement intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

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In Witness Whereof, Grantor and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company

By: Related R/C LLC, a Delaware limited liability company, its managing member

By: LR Development Company LLC, a Delaware  
limited liability company, dba Related Midwest LLC, its sole member

By:  
Name: Curt R. Bailey Title: President

CITY OF CHICAGO, an Illinois home rule municipality

By: Name:  
Title: Commissioner of Department of Transportation

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

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STATE OF ILLINOIS COUNTY OF COOK

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)SS  
)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Curt Bailey, President of LR Development Company LLC, a Delaware limited  
liability company, dba Related Midwest LLC, the sole member of Related R/C LLC, a Delaware limited



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**EXHIBIT E-1**

**GRANTOR PARCEL**

**PARCEL 1:**

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS. BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 92.37 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE

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NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 328.85 FEET; THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH 83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43 MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44 FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2 IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01 MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED LINE 59.00 FEET TO THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID 33.0 FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42 FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF

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THE CHICAGO RIVER AS IT EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32 SECONDS EAST 6.01 FEET ALONG SAID CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS

WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS

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55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS: (EXCEPTION

PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 3, DISTANT 335.00 FEET WEST OF THE WEST LINE OF CLARK STREET, MEASURED ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES 36 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 31.91 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE, A DISTANCE OF 73.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3; A DISTANCE OF 262.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1: (EXCEPTION PARCEL 2)

THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF 16TH STREET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTHWESTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET A DISTANCE OF 135.2 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT FROM SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE

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WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE SOUTHEASTERLY ON A STRAIGHT LINE PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE AND 32.4 FEET DISTANT SOUTHWESTERLY AT RIGHT ANGLES THEREFROM 136.9 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE WITH A RADIUS OF 391 FEET A DISTANCE OF 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO' EXCEPTING FROM PARCEL 1:  
(EXCEPTION PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION AFORESAID, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF 16TH STREET AND IN THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 335 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 407.8 FEET A DISTANCE OF 86 FEET TO A POINT 21 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE SOUTHEASTERLY 26 FEET TO A POINT DISTANT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 227.6 FEET TO THE WEST LINE OF CLARK STREET; THENCE NORTH ON THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS, BLOCKS AND VACATED STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS, IN CANAL ADDITION, A SUBDIVISION OF THE WEST FRACTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AT A POINT OF INTERSECTION OF SAID LINE WITH EASTERLY BOUNDARY LINE

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OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING 1016.47 FEET WEST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET, AND RUNNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 1910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE SOUTHEASTWARDLY ALONG SAID ARC, A DISTANCE OF 142.415 FEET TO THE AFOREMENTIONED SOUTHERLY TERMINUS OF SAID ARC; THENCE SOUTH 12 DEGREES 35 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, (THE SOUTHERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1185.34 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER), A DISTANCE OF 1020.25 FEET, TO A POINT OF CURVE; THENCE

SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1273.57 FEET, A DISTANCE OF 274.145 FEET TO A POINT WHICH IS 1322.95 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560.00 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE WHICH IS PARALLEL WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 428.214 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 373.878 FEET TO A POINT WHICH IS 2088.58 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 419.08 FEET EAST OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 44 DEGREES 31 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 92.474 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 32 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 141.64 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 21.393 FEET TO A INTERSECTION WITH A LINE WHICH IS 315 FEET NORTH FROM AND PARALLEL WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET; THENCE SOUTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 229.778 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 00 DEGREES 26 MINUTES 02 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 883.948 FEET TO AN ANGLE POINT IN SAID

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LINE, AND THENCE NORTH 00 DEGREES 15 MINUTES 58 SECONDS WEST CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 1457.308 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: Vacant land located at Clark and Roosevelt Road, Chicago, Illinois

PERMANENT INDEX NUMBER: -  
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**EXHIBIT E-2 ACCESS EASEMENT PARCEL**

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**EXHIBIT E-3 AUTHORIZED IMPROVEMENTS**

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**EXHIBIT E-4**

**PREEXISTING RIGHTS**

1. Pre-existing rights of the City
2. Other exceptions subject to approval of Corporation Counsel

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**EXHIBIT E-5**

**CONTRACTOR INSURANCE DURING ENTRY OR WORK**

(Construction Insurance)

Prior to entry on the Grantor Parcel, City shall, and shall cause its contractors to, provide, pay for, and maintain in full force and effect at all times until completion of the work and turnover to City the types and amounts of insurance coverage set forth in this Exhibit E-5, with insurance companies duly licensed and admitted to do business in the State of Illinois and will cause Grantor and LR Development Company LLC d/b/a Related Midwest to be named additional insureds on appropriate policies and coverages.

**CONTRACT INSURANCE REQUIREMENTS**

S. Wentworth Avenue Section 2 Improvements W. Cermak  
Rd. to W. 19<sup>th</sup> Street

**A. INSURANCE REQUIRED**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services

or operations related to the Contract.

- 1) **Workers Compensation and Employers Liability (Primary and Umbrella)**  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) **Commercial General Liability (Primary and Umbrella)**  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations, (for the full statute of repose following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general

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aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) **Automobile Liability (Primary and Umbrella)**  
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as

an additional insured on a primary, non-contributory basis. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation chemical waste, hazardous and special waste.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be

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provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, equipment breakdown, landscaping, flood, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Railroad Protective Liability

When any work or services is to be done adjacent to or on railroad or transit property, Contractor must

provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3<sup>rd</sup> Floor, Chicago, IL 60661.

An Insurance binder will be accepted until such time the policy is submitted.

9) Contractors Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation

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and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in

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no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility. .

### C. CITY OF CHICAGO - SELF INSURANCE

The City of Chicago is self-insured for Workers Compensation, Commercial General Liability and Automobile Liability as it relates to the City Work; provided, however, that the City shall not be required to name Developer as an additional insured under the City's self-insurance program.

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### Exhibit F

### Agreement Regarding Wells Wentworth Infrastructure and Water Management Facilities

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**EXHIBIT F**  
**to Vacation Ordinance**

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

John D. McDonough Attorney at Law 204  
Columbia Avenue Elmhurst, Illinois  
60126

**AGREEMENT REGARDING WELLS WENTWORTH INFRASTRUCTURE AND**  
**WATER MANAGEMENT FACILITIES**

This Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), by and through its Department of Transportation ("CDOT") and its Department of Water Management ("DWM") and ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company ("Developer").

*Witnesseth:*

WHEREAS, City has proposed a series of projects for the extension of South Wells Street from its present southerly terminus at Roosevelt Road to connect with the proposed northerly extension of South Wentworth Avenue from its current northerly terminus south of 16th Street (collectively "City Project"); and

WHEREAS, Developer is the current owner of parcels of property bounded by Roosevelt Road, Clark Street, 16<sup>th</sup> Street and the South Branch of the Chicago River, all as more fully described on Exhibit F-1 which is attached and incorporated ("Developer Parcel"); and

WHEREAS, the Developer contemplates the development of a mixed-use project on the Developer Parcel ("Developer Project"); and

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WHEREAS, consistent with both the Developer Project and the City Project, Developer and City have agreed that the Developer will dedicate certain property for the benefit of the City Project and the City will vacate certain streets and alleys for the benefit of the Developer Project all as provided in an ordinance approved on \_\_\_\_\_, 2018 ("Vacation and Dedication Ordinance"); and

WHEREAS, Developer has agreed to construct, install, relocate, or replace certain City owned or controlled sewer, water, and related facilities in a manner that is consistent with both the City Project and the Developer Project as provided in this Agreement (the "Developer DWM Facility Work"); and

WHEREAS, City has agreed to construct or cause its contractors to construct, install, relocate, replace, rehabilitate, or abandon certain non-standard infrastructure improvements and certain City owned or controlled sewer, water, and related facilities in a manner that is consistent with both the City Project and the Developer Project as provided in this Agreement (the "City Work"); and

WHEREAS, Developer has agreed to grant to the City certain easements in portions of Developer Parcel described in Exhibit F-2 which is attached hereto and incorporated herein ("New Easement Parcels"), which are needed for access to, and use and maintenance of water and sewer facilities to be owned and maintained by City (the "DWM Facilities"); and

WHEREAS, City has agreed to release and quitclaim to Developer its existing easement rights in property described in Exhibit F-3 (collectively, the "Release Parcels") which is attached and incorporated, which easement rights will no longer be needed for access to or the use and maintenance of the DWM Facilities following the completion of the City Project and the certain portions of the Developer DWM Facility Work as defined in this Agreement, with such releases to be delivered in accordance with this Agreement; and

WHEREAS, in consideration of the City's approval of the Vacation and Dedication Ordinance, and the grants and releases of easements provided herein, Developer has agreed to perform certain portions of the Developer DWM Facility Work and assume its obligations as provided in this Agreement;

NOW, THEREFORE, in consideration of 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. Grants, Amendments and Releases of Permanent Easements.
  - a. Grants of Easements. On the Effective Date, subject to the terms and conditions stated in this Agreement, the Developer hereby grants and conveys to City permanent easements in, on, over, under and through the New Easement Parcels as listed below for the described purposes (the "New Easements"):

- i. 14<sup>th</sup> Street Sewer. The area described as New Easement Parcels A-1, A-2 and A-3, in Exhibit F-2 for purposes of the installation, construction, access, use, inspection, maintenance, repair, rehabilitation, replacement, abandonment and removal of a 66 inch combined sanitary and storm sewer (the "14<sup>th</sup> Street Sewer Easement"). .
- ii. 15<sup>th</sup> Street Water and Sewer. The area described as New Easement Parcels B-1 and B-2 in Exhibit F-2 for purposes of the installation, construction, access, use, inspection, maintenance, repair, rehabilitation, replacement, abandonment and removal of a water main and a combined sanitary and storm sewer;
- iii. 16<sup>th</sup> Street Sewer. The area described as New Easement Parcel C in Exhibit F-2 for purposes of the installation, construction, access, use, inspection, maintenance, repair, rehabilitation, replacement, abandonment and removal of a combined sanitary and storm sewer;
- iv. Viaduct Sewer (North of 16<sup>th</sup>, West of Wells). The area described as New Easement Parcel D in Exhibit F-2 for purposes of the installation, construction, access, use, inspection, maintenance, repair, rehabilitation, replacement, abandonment and removal of a storm sewer and a 12 foot wide path with no vertical restriction.
- v. Access and Maintenance Easements (14<sup>th</sup> Street Sewers). In addition to the New Easements granted in New Easement Parcels A-1, A-2A-3 in Section I.a.i above, the air rights designated as New Easement Parcels A-4 and A-5 in Exhibit F-2 ("Access Easement Parcels"), for purposes of performing maintenance of facilities authorized in New Easement Parcels A-2 and A-3, including providing inspection and vehicular access between adjacent public ways and such New Easement Parcels. Subject to review and approval of the DWM Commissioner, which approval shall not be unreasonably withheld or denied, the Developer may relocate the Access Easement Parcels' to another location on the Developer Parcel, provided however, that (1) the new location of each such Access Easement Parcel shall make a reasonable connection between the public way and the respective New Easement Parcels A-2 and A-3; and (2) as to the Access Easement Parcel A-5, Developer has completed and turned over, to City, and the City has accepted, the work described as Replacement Sewer Work in Exhibit F-6 which is attached and incorporated

To the extent that any portion of any such New Easement Parcel is dedicated to the City for purposes of a public right of way, then such portion of the New Easement in such New Easement Parcel shall merge with the dedication and terminate but only as to such area. Developer warrants to the City that it has sufficient title and interest in and to the Developer Parcel to enter into this Agreement and grant good and marketable title to the New

Easements; provided, however, that the New Easements in items i, ii, and iii above are granted subject to the preexisting rights described on Exhibit F-4 (the "Preexisting Rights") and to the permanent relocatable easement for commuter railroad purposes condemned in Case 81 C 431, including all rights of the Commuter Rail Division of the Regional Transportation Authority and the Northeast Illinois Regional Commuter Railroad Corporation (jointly, "Metra") to operate a railroad on its right of way.

- b. Releases of Easements. City shall deliver duly executed and recordable releases and quitclaims to Developer in the form of Exhibit F-5 which is attached and incorporated (each a "Release"), upon the following occurrences:
  - i. On the date of and subject to the dedications in the Vacation and Dedication Ordinance have been effectuated, City shall deliver a Release for (1) the rights granted in the Grant of Easement Agreement dated July 14, 2008 and recorded on August 10, 2010 as Doc. No. 1022222058 but only as to Release Parcel A in Exhibit F-3. (2) subject to the approval of the Commissioner, in his sole discretion, any and all easement rights granted to City or its predecessor or arising by prescription for purposes of maintaining or using an existing sewer in the area legally described as Release Parcel D in Exhibit F-3:
  - ii. On the date that the portion of the Developer DWM Facility Work related to the 15<sup>th</sup> Street water facility installation described in Exhibit F-6 is turned over by the Developer and accepted by the City, City shall deliver a Release for all of the remaining rights granted in the Grant of Easement Agreement dated July 14, 2008 and recorded on August 10, 2010 as Doc. No. 1022222058 that were not released pursuant to Section I.b.i above described as Release Parcel B in Exhibit F-3.
  - iii. On the date that the portion of the City Work identified as the Parcel A-1 Work as described in Exhibit F-7. which is attached and incorporated, is completed and turned over by the City Contractor and accepted by the City, City shall deliver a Release for the easement rights granted by the Easement Agreement dated June 17, 1941 and recorded December 18, 1941 as Document 12812887 ("Existing 14th Sewer Easement") described as Release Parcel C in Exhibit F-3.

2. Use, Access, and Restoration of New Easements.

- a. Use and access. The New Easements shall be easements and right of way for existing sewer and water mains and appurtenances thereto, and for the installation of any additional sewer or water mains or other municipally-owned service facilities now located or which in the future may be located in the New Easement Parcels, and for the maintenance, renewal, and reconstruction thereof, with the right of ingress and egress at all times upon

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reasonable notice; provided however that the New Easement in 14 Street shall be used by City only for the DWM Facilities constructed as described in Exhibit F-7. It is further provided that, no buildings or other structures shall be erected in or on the New Easement Parcels, including New Easement Parcels A-1, A-2 and A-3 below their upper limiting planes, nor any use made of the New Easement Parcels, including the Access Easement Parcels, or the facilities located therein for support, which in the reasonable judgment of the municipal officials having control of

the aforesaid service facilities would substantially interfere with the use, maintenance, renewal, or reconstruction of DWM Facilities.

- b. Restoration. If City conducts any work in the New Easement Parcels, City shall have no obligation to restore the New Easement Parcels except to the extent of filling in any excavation it causes and providing rough grading thereafter, to the extent of removing any spoils it causes and providing rough grading thereafter, and to repair and restore any damage to any improvement authorized by the Preexisting Rights located on the New Easement Parcels but only to the extent such damage was proximately caused by or on behalf of the City in connection with the City Work.
- c. Developer Obligations as to Access Easement Parcels. As to the Access Easement Parcels, Developer shall (i) design, construct and maintain at all times with facilities and surfaces to be occupied and used by DWM for vehicular access and which facilities and surfaces, in the reasonable opinion of the Commissioner, reasonably accommodate DWM maintenance vehicles performing maintenance as permitted by Section 1.a.v., and (ii) at all times, such facilities and surfaces shall be open for occupation and use by DWM and its contractors, and shall provide access with required vertical and horizontal clearances; and (iii) and notwithstanding Section 2.c.(i), DWM may cause the removal of obstructions in violation of City's rights of access, in order to accommodate DWM access and maintenance, including removal of vehicles that block such access.

3. Developer DWM Facility Work.

- a. Upon execution of this Agreement, Developer will be responsible, at its sole cost and expense, for performing and completing the portion of the Developer DWM Facility Work described as Required Work in Exhibit F-6 in accordance with this Agreement. To the extent that Developer undertakes to perform portions of the Developer DWM Facility Work described as Replacement Sewer Work in Exhibit F-6, it shall do so in accordance with this Agreement.
- b. Developer shall obtain City's approval of the plans and specifications for the Developer DWM Facility Work, including any update of the completion dates set forth in Exhibit F-6 ("Developer DWM Facility Work Schedule"). City agrees that its approval of the submitted plans and specifications will not be

unreasonably withheld or delayed. Upon approval by City, such plans and specifications shall be known as the "Approved Plans".

- c. Developer expressly agrees and warrants that the Developer DWM Facility Work shall be designed, constructed and performed, at all times in a good and workmanlike manner and in compliance with all applicable federal, state and local laws and regulations ("Law"), the Approved Plans, and this Agreement. To that end, Developer shall apply for, receive and with all necessary building, public way and other permits required by Law, including the Municipal Code of Chicago ("Permits").
- d. Upon issuance of the Permits for any phase of the Developer DWM Facility Work, Developer shall diligently pursue completion of such Developer DWM Facility Work and, subject to

Unavoidable Delays as defined in Section 11.e below, shall complete such Developer DWM Facility Work in accordance with the Permits, the Approved Plans, Permits, and the Developer DWM Facility Work Schedule.

- e. Developer shall be responsible for obtaining approvals of or making suitable arrangements with (including payment to) the persons or entities owning or controlling any currently existing utility or public service facility (or replacements or upgrades thereof in currently existing locations) that is duly authorized to occupy the public way and is required to be removed, relocated, altered, additionally maintained or restored because of the Developer DWM Facility Work ("Existing Utility Facilities").
  - f. Following the completion of the inspection, including testing required by applicable permits, of a phase or designated portion of the Developer DWM Facility Work in accordance with and pursuant to the Permits, City will provide a punch list of items of Developer DWM Facility Work that are to be completed by Developer prior to acceptance by the City. Upon Developer's final completion of the Developer DWM Facility Work, including all required punch list items, all in accordance with the Approved Plans, Permit and delivery of as-built plans and assignments of warranties, City shall accept the Developer DWM Facility Work. Following turnover and acceptance of the Developer DWM Facility Work as provided herein, Developer shall have no obligation to maintain the DWM Facilities, except as otherwise provided by Law.
4. City Work. The City agrees that it will conduct and perform, at its sole cost, the City Work as further described in Exhibit F-7. in accordance with the schedule (the "City Work Schedule"), plans and specifications shared with and approved by Developer (the "City Work Plans"). Subject to Section 11.e below, the City Work shall commence within 120 days of execution of this Agreement and City shall diligently pursue completion of such work in accordance with the City Work Schedule and City Work Plans. City expressly agrees and warrants that the City Work shall be designed, constructed and performed, at all times in a good and workmanlike manner and in compliance with Law.

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5. Joint DWM Facility Work Coordination Plan. City and Developer shall agree to a binding coordination plan (the "DWM Facilities Coordination Plan") addressing both Developer Work and City Work, including staging and completion. Developer and City shall each coordinate their activities with respect to the Developer DWM Facility Work and the City Work to reduce and reasonably avoid interference. The Developer Work Schedule and City Work Schedule shall each be approved by the other Party respectively and shall be incorporated in the Coordination Plan.
6. Indemnities.
  - a. Indemnity of City by Developer. To the full extent of the Law, Developer hereby agrees to indemnify, hold harmless and defend City, its officials, officers, employees, and agents ("City Parties") from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all costs and expenses (including, without limitation, actual attorneys' fees, court costs, and other reasonable expenses of litigation) ("Claims"), for the death or injury any person, or property damage whatsoever arising or resulting from the Developer's performance or non-performance of the Developer DWM Facility Work or the Developer's actions pursuant to the DWM Facilities Coordination Plan, or the use of or entry in the New Easement Parcels by Developer, its employees, agents, and contractors ("Developer Parties"). In the event City receives notice of a Claim for which it desires to be covered by this indemnity, City shall notify Developer in writing and tender said

defense to Developer. In such event, Developer shall appear in City's name and shall vigorously defend such Claim at Developer's expense. City shall cooperate with Developer and may reasonably participate in the defense of the Claim; provided however, that Developer shall not enter into any settlement of any such Claim without the consent of City, which consent shall not be unreasonably withheld or denied. This remedy is not exclusive.

- b. Indemnity of Developer by City. To the full extent of the Law, City shall indemnify, hold harmless and defend Developer for Claims for personal injury or property damage arising from or as a result of City employees' entry into the New Easement Parcels for the construction or maintenance of the DWM Facilities, or their performance of the City Work or the City Project in or on the New Easement Parcels ("City Claims") except to the extent proximately caused by one or more of the Developer Parties. City shall cause its contractors to indemnify, hold harmless and defend Developer, its officers, employees, and agents ("Developer Parties") from and against any and all Claims, for the death or injury any person, or property damage whatsoever arising or resulting from the City's contractors' performance or nonperformance of the City Work ("City Contractor Claims"). In the event Developer receives notice of a Claim for which it desires to be covered by this indemnity, Developer shall notify City in writing and tender said defense to City or its contractor. In such event, City or City's contractor shall appear in Developer's name and shall vigorously defend such Claim at City's contractor's expense. Developer shall cooperate with City's contractor and

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may reasonably participate in the defense of the Claim; provided however, that City's contractor shall not enter into any settlement of any such Claim without the consent of Developer, which consent shall not be unreasonably withheld or denied. This remedy is not exclusive.

- c. Survival of Indemnities. The provisions of this Section 6 shall survive any termination of this Agreement or the New Easements but it shall not apply to Claims arising from events occurring after such termination.
7. Insurance during Developer DWM Facility Work. Prior to the commencement of Developer DWM Facility Work, the Developer shall procure and maintain, at all times and continuing until the completion of such activities, including any period when any contractor is required to return to complete or correct any prior work, all of the types and coverages of insurance and endorsements specified in Exhibit F-8 which is attached and incorporated.
8. Insurance during City Work. Prior to authorization by City of any of its contractors to enter onto the New Easement Parcels, City shall cause each such contractor to procure and maintain and at all times thereafter continuing until the completion of such entry or work, all of the coverages of insurance specified in Exhibit F-9 which is attached and incorporated herein.
9. Liens. City shall keep the Developer Parcel free from any and all liens and encumbrances arising out of the City Work and the City Project. In case of any such lien attaches, Developer shall notify City of such lien. Upon receipt of such notice, City shall either pay and remove said lien, or undertake, in good faith, to contest such lien by appropriate legal proceedings and provide Developer with written notice of the same. In the event City contests said lien, upon Developer's request, City agrees to provide title insurer with a title indemnity in form and substance acceptable to Developer's title company, including complying with conditions imposed by such title insurer, in order to permit title company to insure over such lien. City shall not be required to pay the lien until a final nonappealable

judgment has been rendered in the lien holder's favor for work performed for City on the Developer Parcel. If City (1) fails to pay and remove such lien, and fails to contest same and provide the title indemnity as provided herein, or (2) fails to comply with a final non-appealable judgment, then Developer, at Developer's election following 30 days' notice and time for cure to the City, may, but is not obligated to, pay and satisfy the same, and all actual costs incurred related thereto (including, without limitation, reasonable attorneys' fees, disbursements and court costs) and such amounts paid by Developer shall be reimbursed by City, after review and approval by City (which approval shall not be unreasonably delayed or withheld), within forty-five (45) days of City's receipt of a written notice detailing such costs, with interest accruing from the date of such Developer's notice at the rate stated as the Prime Rate pursuant to Wall Street Journal's published bank survey, or the maximum rate permitted by law, whichever is less.

10. Notices. All notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given upon receipt.

Notices shall be addressed to Developer and City at their respective addresses set forth below, or to such substitute address as Developer or City may have designated by notice in accordance herewith:

If to City, at:

City of Chicago  
Department of Water Management 1000 E. Ohio  
Street Chicago, IL 60611 Attn: Commissioner

With a copy to: City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600 Chicago, Illinois 60602  
Attn: Chief Assistant Corporation Counsel Real Estate and  
Land Use Division

If to Developer:

Roosevelt/Clark Partners, LLC 350 W. Hubbard  
Street, Suite 300 Chicago, IL 60654 Phone: (312)595  
-7400 Attn: Curt Bailey

With a copy to:

DLA Piper LLP (US)  
444 W. Lake Street, Suite 900  
Chicago, Illinois 60606  
Phone: (312)368-2153  
Attn: Rich Klawiter & Katie Jahnke Dale

Names, titles and Addresses shall be deemed changed only upon service of notice in accordance with this Section.

11. General

- a. Illinois Law. This Agreement has been negotiated, executed and delivered at 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.

- b. 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.
- c. Runs with the Land. All provisions, hereof, including the benefits and burdens, shall run with the land, and shall be binding upon and enforceable by, and shall inure to the benefit of City and Developer and their respective successors and assigns. Upon a bona fide conveyance of all right, title and interest in the Developer Parcel to a successor owner, all obligations of performance from and after the date of conveyance shall be enforceable against the transferee and not against the transferor.
- d. No Third-Party Beneficiaries. The rights granted herein are intended solely for the benefit of the parties. No other person or entity shall have any rights hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.
- e. Unavoidable Delays. The period within which a party is required to perform an obligation hereunder shall be extended to the extent caused by Unavoidable Delays commencing on the date that such party delivers to the other party to which the obligation is owed a written notice describing in detail the Unavoidable Delay and its specific effect on such party's ability to perform the obligation. As used herein "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties. This section shall not apply to the obligation to indemnify as provided in Section 6 or the obligation to provide insurance as provided in Sections 7 or 8 of this Agreement, any obligation to pay money, or any obligation or problems that can be reasonably satisfied by the payment of money.

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In Witness Whereof, Developer and City have caused this Agreement to be executed their duly authorized officers, as of the day and year first written above.

ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company

By: Related R/C LLC, a Delaware limited liability company, its managing member

By: LR Development Company LLC, a Delaware limited liability company, dba Related Midwest LLC, its sole member

By:  
Name: Curt R. Bailey Title: President

**CITY OF CHICAGO,**  
an Illinois home rule municipality

By:  
Name:  
Title: Commissioner of Water Management

Approved As To Form And Legality:

By:  
Name:  
Title: Special Assistant Corporation Counsel

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STATE OF ILLINOIS )

)SS

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_ of ROOSEVELT/CLARK  
PARTNERS, LLC, a Delaware limited liability company, who is 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 and delivered the said instrument as his/her own free and voluntary act and  
as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notary Public

My Commission Expires:

STATE OF ILLINOIS )

)SS

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, that Randy Conner, Commissioner of Water Management of THE CITY OF CHICAGO,  
an Illinois home rule municipality, who is 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  
signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of  
said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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**EXHIBIT F-1**

**DEVELOPER PARCEL**

PARCEL 1:

THAT PART OF THE EAST FRACTION AND THE WEST FRACTION OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH BRANCH OF THE CHICAGO RIVER (NOW FILLED AND ABANDONED) AS IT EXISTED ON OR PRIOR TO JULY 8, 1926, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD (SAID ORIGINAL SOUTH LINE BEING PARALLEL WITH AND 33.00 FEET SOUTH OF THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21) WITH A STRAIGHT LINE HEREIN REFERRED TO AS "LINE A" (SAID "LINE A" BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 45 FEET, MEASURED AT RIGHT ANGLES, NORTH OF THE NORTH LINE AND 447.89 FEET, MEASURED PARALLEL WITH THE NORTH LINE OF WEST ROOSEVELT ROAD, EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED PRODUCED NORTHERLY; THENCE SOUTHEASTERLY TO A POINT 760 FEET EAST OF THE CENTER LINE OF DODGE STREET NOW VACATED AND 860 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID SOUTH LINE AS WIDENED, BEING 85 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21); THENCE SOUTH 17 DEGREES 04 MINUTES 50 SECONDS EAST ALONG SAID "LINE A" 92.37 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING 36.27 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 27 MINUTES 24 SECONDS WEST TO A POINT ON THE AFORESAID ORIGINAL SOUTH LINE OF WEST ROOSEVELT ROAD, SAID POINT BEING 723.93 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846, BEING A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTHERLY 7.09 FEET ALONG THE NORTHERLY EXTENSION OF THE AFORESAID ARC, CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 9 DEGREES 00 MINUTES 13 SECONDS WEST TO A POINT ON A LINE DRAWN 26.00 FEET SOUTH AND PARALLEL WITH THE NORTH

LINE OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21;  
THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE  
328.85 FEET;

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THENCE SOUTH 6 DEGREES 43 MINUTES 03 SECONDS EAST 46.61 FEET; THENCE NORTH  
83 DEGREES 16 MINUTES 58 SECONDS EAST 2.50 FEET; THENCE NORTH 6 DEGREES 43  
MINUTES 03 SECONDS WEST 10.62 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 IN  
BLANCHARD'S SUBDIVISION OF PART OF THE EAST FRACTION OF THE NORTHEAST 1/4 OF  
THE AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST  
ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 29.50 FEET TO THE SOUTHEAST  
CORNER OF SAID LOT 9; THENCE NORTH 0 DEGREES 01 MINUTES 02 SECONDS WEST 35.44  
FEET ALONG THE EAST LINE OF SAID LOT 9 TO A POINT ON A LINE DRAWN 26.00 FEET  
SOUTH OF AND PARALLEL WITH THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE  
AFORESAID SECTION 21; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST  
ALONG SAID PARALLEL LINE 360.05 FEET TO THE POINT OF INTERSECTION WITH A LINE  
DRAWN FROM A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, SAID POINT  
BEING 20.00 FEET WEST OF THE EAST LINE OF BLOCK 107 IN SCHOOL SECTION ADDITION  
TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP AND RANGE AFORESAID  
TO A POINT IN THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT  
BEING 20.00 FEET WEST OF THE EAST LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 2  
IN THE AFORESAID ASSESSOR'S SECOND DIVISION; THENCE SOUTH 0 DEGREES 01  
MINUTES 52 SECONDS WEST ALONG THE LAST DESCRIBED LINE 59.00 FEET TO THE  
SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE SOUTH 0 DEGREES 01  
MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SOUTH CLARK STREET (AND ITS  
SOUTHERLY EXTENSION) BEING THE EAST LINE OF BLOCKS 2, 3, 13, 14, 15, AND 17 IN THE  
AFORESAID ASSESSOR'S SECOND DIVISION, AND ALONG THE EAST LINE OF LOTS 49 TO 56,  
BOTH INCLUSIVE, IN WALKER GREER AND OTHER'S SUBDIVISION OF THE UHLICH TRACT IN  
THE EAST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21 AND ALONG  
THE EAST LINE OF BLOCKS 27, 27-1/2, 28, 29, 34 AND 35, A DISTANCE OF 2608.68 FEET TO  
THE POINT OF INTERSECTION WITH THE SOUTH LINE OF 16TH STREET, SAID SOUTH LINE  
BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST  
FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21; THENCE NORTH 89  
DEGREES 56 MINUTES 32 SECONDS WEST 77.70 FEET ALONG SAID LINE 33.00 FEET SOUTH  
OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL  
NORTHEAST 1/4 OF SECTION 21 TO THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 IN CANAL  
TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST 1/4  
OF SECTION 21; THENCE NORTH 00 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE  
NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1/2 OF BLOCK 4 AFORESAID 33.0  
FEET TO THE SOUTH LINE OF THE EAST FRACTION OF THE FRACTIONAL NORTHEAST 1/4  
OF SECTION 21; THENCE NORTH 89 DEGREES 56 MINUTES 32 SECONDS WEST ALONG SAID  
SOUTH LINE OF THE EAST FRACTION OF FRACTIONAL NORTHEAST 1/4 AFORESAID 843.42  
FEET TO THE CENTER THREAD OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT  
EXISTED ON OR PRIOR TO JULY 8, 1926; THENCE NORTH 31 DEGREES 15 MINUTES 32  
SECONDS EAST 6.01 FEET ALONG SAID

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CENTER THREAD TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE WEST FRACTION OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 90.03 FEET ALONG SAID LINE TO THE INTERSECTION WITH THE EAST LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED IN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON JULY 8, 1926; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 315.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE WEST FRACTION OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 21, A DISTANCE OF 230.02 FEET TO THE INTERSECTION WITH THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 20 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE WHICH FORMS AN ANGLE OF 69 DEGREES 33 MINUTES 30 SECONDS TO THE LEFT OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE 21.47 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 58 SECONDS EAST ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 32 MINUTES 30 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED NORTHEASTERLY 141.64 FEET TO A POINT ON THE EASTERLY FACE OF THE WESTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IT EXISTED ON JULY 8, 1926; THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE EASTERLY FACE OF SAID WESTERLY DOCK LINE 92.48 FEET TO A POINT WHICH IS 619.10 FEET EAST OF THE WEST LINE OF THE AFORESAID NEW CHANNEL AND 2088.56 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED (SAID SOUTH LINE BEING 85.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21); THENCE NORTHEASTERLY 373.88 FEET ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 478.34 FEET TO A POINT WHICH IS 760.00 FEET EAST OF THE CENTER LINE OF DODGE STREET, NOW VACATED, PRODUCED SOUTH AND 1751.17 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED; THENCE NORTH 0 DEGREES 07 MINUTES 44 SECONDS WEST 428.22 FEET ALONG A LINE 760.00 FEET EAST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF VACATED DODGE STREET TO A POINT 1322.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED, SAID POINT BEING ALSO 453.99 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET; THENCE NORTHWESTERLY 274.21 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 1273.57 FEET AND WHOSE CHORD BEARS NORTH 6 DEGREES 18 MINUTES 54 SECONDS WEST TO A POINT 1050.95 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 483.86 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE NORTH 12 DEGREES 27 MINUTES 09 SECONDS WEST 1020.09 FEET TO A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD AS WIDENED AND 703.52 FEET WEST OF THE WEST LINE OF THE AFORESAID

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SOUTH CLARK STREET AS WIDENED PER ORDER OF THE CITY COUNCIL PASSED MAY 15, 1846; THENCE NORTHWESTERLY 19.22 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, HAVING A RADIUS OF 1910.08 FEET AND WHOSE CHORD BEARS NORTH 12

DEGREES 27 MINUTES 42 SECONDS WEST TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 1 THE PROPERTY DESCRIBED AS FOLLOWS: (EXCEPTION PARCEL 1)

ALL THAT PART OF LOT 3, IN BLOCK 34, IN THE ASSESSOR'S SECOND DIVISION OF THE EAST FRACTIONAL NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 3, DISTANT 335.00 FEET WEST OF THE WEST LINE OF CLARK STREET, MEASURED ALONG THE SOUTH LINE OF SAID LOT 3; THENCE NORTHWESTERLY AT AN ANGLE OF 6 DEGREES 18 MINUTES WITH THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 164.45 FEET TO A POINT 18.07 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY A DISTANCE OF 25.16 FEET TO A POINT 26.8 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY AT AN ANGLE OF 26 DEGREES 36 MINUTES WITH THE LAST DESCRIBED COURSE A DISTANCE OF 31.91 FEET TO A POINT ON THE EASTERLY DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHWESTERLY ALONG SAID DOCK LINE, A DISTANCE OF 73.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3; A DISTANCE OF 262.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1: (EXCEPTION PARCEL 2)

THAT PART OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION DESCRIBED AS FOLLOWS:

BEGINNING IN THE WEST LINE OF CLARK STREET 81 FEET NORTH OF THE NORTH LINE OF 16TH STREET; THENCE NORTH ALONG THE WEST LINE OF CLARK STREET 35 FEET; THENCE NORTHWESTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 375 FEET A DISTANCE OF 135.2 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT FROM SAID CURVED LINE 101 FEET TO A POINT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID BLOCK 35 AND 227.6 FEET WEST OF THE WEST LINE OF CLARK STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 35 AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM

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141.6 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 375 FEET A DISTANCE OF 108.2 FEET TO A POINT DISTANT 52 FEET SOUTH AT RIGHT ANGLES FROM THE LINE OF SAID LOT 35; THENCE SOUTHEASTERLY ON A STRAIGHT LINE PARALLEL WITH THE THIRD ABOVE DESCRIBED LINE AND 32.4 FEET DISTANT SOUTHWESTERLY AT RIGHT ANGLES THEREFROM 136.9 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE WITH A RADIUS OF 391 FEET A DISTANCE OF 138 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING FROM PARCEL 1: (EXCEPTION  
PARCEL 3)

THE NORTH 30 FEET OF BLOCK 35 IN ASSESSOR'S SECOND DIVISION AFORESAID, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF CLARK STREET 205.3 FEET NORTH OF THE NORTH LINE OF 16TH STREET AND IN THE NORTH LINE OF BLOCK 35 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 335 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE DEFLECTING TO THE RIGHT WITH A RADIUS OF 407.8 FEET A DISTANCE OF 86 FEET TO A POINT 21 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE SOUTHEASTERLY 26 FEET TO A POINT DISTANT 30 FEET SOUTH AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 35; THENCE EAST ON A LINE PARALLEL WITH SAID NORTH LINE AND 30 FEET SOUTH AT RIGHT ANGLES THEREFROM 227.6 FEET TO THE WEST LINE OF CLARK STREET; THENCE NORTH ON THE WEST LINE OF CLARK STREET 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS, BLOCKS AND VACATED STREETS AND ALLEYS ADJOINING SAID LOTS AND BLOCKS, IN CANAL ADDITION, A SUBDIVISION OF THE WEST FRACTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AT A POINT OF INTERSECTION OF SAID LINE WITH EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING 1016.47 FEET WEST OF THE NORTHWARD EXTENSION OF THE

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WEST LINE OF SOUTH CLARK STREET, AND RUNNING; THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 287.476 FEET TO AN INTERSECTION WITH ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 1910.08 FEET, THE SOUTHERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 55.04 FEET SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 703.52 FEET WEST OF THE WEST LINE OF SAID SOUTH CLARK STREET; THENCE SOUTHEASTWARDLY ALONG SAID ARC, A DISTANCE OF 142.415 FEET TO THE AFOREMENTIONED SOUTHERLY TERMINUS OF SAID ARC; THENCE SOUTH 12 DEGREES 35 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, (THE SOUTHERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT

WHICH IS 1185.34 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER), A DISTANCE OF 1020.25 FEET, TO A POINT OF CURVE; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1273.57 FEET, A DISTANCE OF 274.145 FEET TO A POINT WHICH IS 1322.95 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 560.00 FEET EAST OF SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES 15 MINUTES 58 SECONDS EAST ALONG A STRAIGHT LINE WHICH IS PARALLEL WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 428.214 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 478.34 FEET, A DISTANCE OF 373.878 FEET TO A POINT WHICH IS 2088.58 FEET SOUTH OF SAID SOUTH LINE OF WEST ROOSEVELT ROAD, AS WIDENED, AND 419.08 FEET EAST OF THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTH 44 DEGREES 31 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 92.474 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 32 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 141.64 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 02 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 21.393 FEET TO A INTERSECTION WITH A LINE WHICH IS 315 FEET NORTH FROM AND PARALLEL WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF WEST 16TH STREET; THENCE SOUTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 229.778 FEET TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTH 00 DEGREES 26 MINUTES 02 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 883.948 FEET TO AN ANGLE POINT IN SAID LINE, AND THENCE NORTH 00 DEGREES 15 MINUTES 58 SECONDS WEST

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CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 1457.308 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: Vacant land located at Clark and Roosevelt Road, Chicago, Illinois

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**EXHIBIT F-2 NEW EASEMENT PARCELS**

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**EXHIBIT F-3**

**RELEASE PARCELS**

Release Parcel A - Portions of existing N-S water easement areas in Grant of Easement Agreement dated July 14, 2008 and recorded on August 10, 2010 as Doc. No. 1022222058 ("Existing Water Easement") that are not included in dedication of new Wells Street ROW

Release Parcel B - all remaining portions of Existing Water Easement that were not released pursuant to Section I.b.i

Release Parcel C - easement rights granted by the Easement Agreement dated June 17, 1941 and recorded

December 18, 1941 as Document 12812887 ("Existing 14th Sewer Easement")

Release Parcel D - Area occupied by LaSalle Street Sewer, subject to approval of Commissioner in his sole discretion

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**EXHIBIT F-4 PREEXISTING RIGHTS**

1. Pre-existing rights of the City
2. Other exceptions subject to approval of Corporation Counsel

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**EXHIBIT F-5**

**Form of Release**

**RELEASE DEED**

CITY OF CHICAGO, an Illinois home rule municipal corporation (the "City"), in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt which is hereby acknowledged, does hereby RELEASE and QUITCLAIM to") and ROOSEVELT/CLARK PARTNERS, LLC, a Delaware limited liability company ("Grantee") and to its successors and assigns forever, all of City's right, title and interest, in and to the following real estate situated in Cook County, State of Illinois:

Rights granted by \_\_\_\_\_ recorded as Doc. No. \_\_\_\_\_ on \_\_\_\_\_, in  
through the following real property:

[Insert legal description here] ("Release Area')

This release is subject to the rights of the State of Illinois, City of Chicago and the public in and to any dedication of public way included in the Release Area.

PIN:

Address: .Chicago, Illinois 60018

IN WITNESS WHEREOF, the City has caused this deed to be duly executed as of the  
day of , 20 .

By:

Commissioner,  
Department of Water Management

[Notary]

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**EXHIBIT F-6 Developer DWM Facility Work**

**Required Work:**

**15<sup>th</sup> Street Water Installation**

**14<sup>th</sup> Street Water removal**

**Replacement Sewer Work (optional):**

**Replacement of existing 14<sup>th</sup> Street Sewer West of Wells (New Easement Parcel A-2)**

Replacement of existing sewer with new combined 8x8 box culvert sewer including required appurtenances with no private drain connections permitted.

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**EXHIBIT F-7**

**City Work**

**Parcel A-1 Work (14<sup>th</sup> Street easement east of Wells Street)**

Construction of new combined 8x 8 box culvert sewer including required appurtenances with no private drain connections permitted..

Partial relocation of existing 16" water main to accommodate installation of proposed 8'x 8' box culvert combined sewer.

**Parcel A-2 Work (14<sup>th</sup> Street easement west of Wells Street)**

Maintenance of Existing sewers if required for City Project.

**Parcel B Work (15<sup>th</sup> Street easement east and west of Wells Street)**

Installation of private storm sewer and maintenance of existing storm sewer if required per City Project.

**Parcel C Work (16<sup>th</sup> Street easement east of Wells Street)**

Maintenance of existing sewers if required for project per City Project.

**Parcel D Sewer Work (16<sup>th</sup> Street easement west of Wells Street)**

Construction of combined sewer, and access as needed per City Project.

**Installation of Non-Standard Improvements**

Pedestrian Light Conduit

Sewer Casing

Smart Lighting Conduit

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EXHIBIT F-8

DEVELOPER INSURANCE DURING WORK PERIOD

(Construction Insurance)

Prior to entry on any Easement Parcel to perform Developer DWM Facility Work, Developer shall, and shall cause its contractors to, provide, pay for, and maintain in full force and effect at all times until completion of the work and turnover to City the types and amounts of insurance coverage set forth in this Exhibit F-8, with insurance companies duly licensed and admitted to do business in the State of Illinois and will cause City to be named additional insured on appropriate policies and coverages.

[With RMW approval, we will attach insurance requirements provided by City risk manager]

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**EXHIBIT F-9**

**CITY INSURANCE DURING WORK PERIOD**

City shall, and shall cause its contractors to, provide, pay for, and maintain in full force and effect the types and amounts of insurance coverage set forth in this Exhibit F-9, with insurance companies duly licensed and admitted to do business in the State of Illinois.

**CONTRACT INSURANCE REQUIREMENTS**

Wells- Wentworth Connector Section 3 Improvements

**A. INSURANCE REQUIRED**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

- 1) **Workers Compensation and Employers Liability (Primary and Umbrella)**  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) **Commercial General Liability (Primary and Umbrella)**  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations, (for the full statue of repose following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

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The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) **Automobile Liability (Primary and Umbrella)**  
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance,

or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis. When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation chemical waste, hazardous and special waste.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

6) Builders Risk

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When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, equipment breakdown, landscaping, flood, water including overflow, leakage, sewer backup or seepage, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Railroad Protective Liability

When any work or services is to be done adjacent to or on railroad or transit property, Contractor must

provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3<sup>rd</sup> Floor, Chicago, IL 60661.

An Insurance binder will be accepted until such time the policy is submitted.

9) Contractors Pollution Liability

When any remediation work or services performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

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**B. ADDITIONAL REQUIREMENTS**

**Evidence of Insurance.** Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name Subcontractor(s) as a named insured (s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance.

The City reserves the right to obtain complete, certified copies of any required insurance *policies at any time. Failure of the Subcontractors to comply with required coverage and terms J* and conditions outlined herein will not limit Contractor's liability or responsibility.

## C. CITY OF CHICAGO - SELF INSURANCE

The City of Chicago is self-insured for Workers Compensation, Commercial General Liability and Automobile Liability as it relates to the City Work; provided, however, that the City shall not be required to name Developer as an additional insured under the City's self-insurance program.

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### Chicago Department of Transportation

#### CITY OF CHICAGO

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

Ms. Lisa Misher  
Chief Assistant Corporation Counsel

Re: Proposed Vacation for Roosevelt/ Clark LLC (AKA Related Midwest)  
Proposed Dedications of South Wells Street Files: 21-25-17-  
3829 / OUC 78868  
21-25-17-3820/OUC 77426

Dear Mr. Siskel:

Pursuant to a request from the Department of Transportation and Roosevelt Clark LLC, we are transmitting herewith for your review and approval as to form and legality an original and three (3) copies of proposed vacations and dedications in the block approximately bounded by S. Clark Street, W. Roosevelt Road, W. 16<sup>th</sup> Street and the South Branch of the Chicago River. This property is located in the 25<sup>th</sup> Ward. There will be no compensation for this Commercial Vacation project due to land swaps accommodated by Roosevelt/ Clark Partners, LLC associated with the dedication of S. Wells Street.

Roosevelt /Clark Partners, LLC is the owner of record to the properties adjoining both sections of the public streets to be vacated. The people to contact in connection with the proposed ordinance are attorneys Liz Butler at 312-368-4092 and Katie Jahnke Dale at 312-368-2153, Mr. Will Tippens at Related Midwest at 312-595-7400, attorney John McDonough on behalf of the City of Chicago Law Department and the Division of Engineering at 630-569-0489 who is handling the projects and writing the ordinance, and engineer Bridget Stalla in CDOT at 742-1259.

Commissioner  
Dan Burke

Deputy Commissioner RS: DB: BS

cc: Alderman Daniel S. Solis (25) Alderman Anthony Beale, Sandra Foreman w/ Attach. Dwg. - s.f. & Ord.' Lisa Misher, Bridget Stalla, Maps & Plans(V)

30 NORTH LA SALLE STREET, SUITE 1100, CHICAGO, ILLINOIS 60602

## CITY COUNCIL

### City of Chicago

#### COUNCIL CHAMBER

City Hall-Second Floor 121 North LaSalle 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

June 27, 2018 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 ROOSEVELT/CLARK, LLC (AKA RELATED MIDWEST) - (SUBSTITUTE) - SO2018-4029 A proposed vacation and dedication in the block approximately bounded by South Clark Street, West Roosevelt Road, West 16th Street and the South Branch of the Chicago River This ordinance was referred to Committee on May 25, 2018.

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

(Ward 25)

Respectfully submitted,

Anthony  
Chairman

Beale,