



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO
RAHM EMANUEL
MAYOR

June 8, 2011

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

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Village of Schiller Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

5/31/2011

ORDINANCE

WHEREAS, the City of Chicago owns several parcels of real property located within the Village of Schiller Park, Illinois ("Village"); and

WHEREAS, three of such parcels are located within the boundary of an area approved by the Village Board of the Village for tax increment financing ("Schiller Park TIF") in accordance with applicable statutes; and

WHEREAS, in connection with developments in the Schiller Park TIF, the Village desires that the City convey to it one of the City's parcels in the Schiller Park TIF ("George Parcel"); and

WHEREAS, in connection with developments in the Schiller Park TIF, the Village desires that the City convey to it a portion of the intended street right of way that was inadvertently omitted from a 1974 deed of dedication ("Bertheau ROW"); and

WHEREAS, in connection with developments in the Schiller Park TIF, the Village desires that the City grant it an option to purchase the other two of the City's parcels in the Schiller Park TIF ("Northerly Parcels"); and

WHEREAS, because the George Parcel and Northerly Parcel lie within the boundary of O'Hare International Airport, the Department of Aviation has requested that the Federal Aviation Administration ("FAA") release such properties from applicable grant restrictions; and

WHEREAS, the Village has agreed that, upon completion of the conveyance of the George Parcel as described above, the Village will disconnect from its, municipal boundaries certain other City owned parcels that are currently located within Schiller Park; and r-

WHEREAS, the City of Chicago is an Illinois home rule municipality pursuant to Section 6(a) Article VII of the Illinois Constitution of 1970 and as such may exercise any power and perform any function related to its government and affairs; now, therefore,

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

SECTION 1. Upon receipt of notice that FAA has approved the release of the properties from applicable grant restrictions, the Commissioner of Aviation is hereby authorized to execute an Intergovernmental Agreement with the Village of Schiller Park in substantially the form which is attached to and incorporated in this ordinance as Exhibit 1, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. The Commissioner of Aviation is authorized to execute such additional agreements and documents as are reasonably necessary or appropriate to implement this ordinance and the Intergovernmental Agreement authorized hereby, subject to the approval of the Corporation Counsel.

SECTION 3. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby

superseded to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

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EXHIBIT 1

An Intergovernmental Agreement between the Village of Schiller Park and the City of Chicago for Development of the West Gateway TIF and the Disconnection and Annexation of Certain Lands Along the Municipal Boundaries

THIS AGREEMENT, made and entered into as of the date when fully executed by both parties, by and between the Village of Schiller Park, Illinois and the City of Chicago, Illinois, (both jointly referred to herein as the "parties").

WITNESSETH:

WHEREAS, the City of Chicago (the "City") is an Illinois Home Rule municipality located in Cook and Du Page Counties, Illinois, and the Village of Schiller Park (the "Village"), is an Illinois Home Rule municipality located in Cook County, Illinois; and

WHEREAS, the City and the Village are authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements; and

WHEREAS, the City and the Village are home-rule units having all powers provided pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, on January 11, 2011, the Village approved an ordinance or ordinances, pursuant to the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1 et seq., approving a redevelopment project area generally in the vicinity of Irving Park Road and Mannheim Road in the Village of Schiller Park, Illinois, and more particularly described

on Exhibit A which is attached and incorporated ("TIF Area"), adopting a redevelopment

plan for the West Gateway TIF Area ("TIF Redevelopment Plan"), and adopting tax increment financing for the TIF Area (such ordinances shall be known as the "TIF Enabling Ordinances"); and

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WHEREAS, the City owns certain lands legally described on Exhibit B which is attached and incorporated ("Northerly Parcels") located within the corporate boundary of the Village and located within the boundary of the TIF Area generally along the

northern edge of the Berteau Street right of way; and

WHEREAS, the City also owns a certain parcel of land legally described on Exhibit C which is attached and incorporated ("George Parcel"), which is also located within the corporate boundary of the Village and located within the TIF Area, and is generally located along the east side of George Place; and

WHEREAS, the Northerly Parcel and the George Parcel ("City TIF Lands") are largely located within floodplain and floodway limits as indicated on the latest FEMA Floodplain maps; and

WHEREAS, in 1974, the City delivered to Village a deed conveying a certain parcel of land adjacent to the Northerly Parcel which the City and Village intended to be a dedication for public street; and

WHEREAS, the legal description in the deed of dedication inadvertently omitted a portion of the intended street right of way that is legally described on Exhibit D which is attached and incorporated ("Berteau ROW"); and

WHEREAS, the City also owns certain lands, legally described on Exhibit E which is attached and incorporated, ("Other City Land") which it uses for its airport or other municipal purposes which are located within the municipal boundary of the Village but are not located within the TIF Area; and

WHEREAS, the Village desires that the City convey to Village ownership of the George Parcel; and

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WHEREAS, the Village desires that the City convey to Village an option to purchase the Northerly Parcels; and

WHEREAS, the Village desires that the City quitclaim to Village any interest it may have in the Berteau ROW, as provided in this Agreement; and

WHEREAS, the City and Village desire that the Other City Land be disconnected from the Village and annexed to the City; and

WHEREAS, the City and the Village have determined to exercise their respective Home Rule authority in making this agreement and expressly determine that this agreement is not made pursuant to Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9; and

WHEREAS, the City and the Village find it necessary and desirable to enter into this Agreement to facilitate the development of the City TIF Lands and the disconnection by Village and the annexation by City of the Other City Land;

NOW, THEREFORE, in consideration of the foregoing and of the mutual

covenants and agreements herein contained, the City and the Village hereby agree as follows;

SECTION 1. INCORPORATION OF RECITALS

The above recitals are hereby incorporated as part of this Agreement.

SECTION 2. Sale of George Parcel and Berteau ROW from City to Village

2.A Conveyance of George Parcel and Berteau ROW.

1. The City agrees to convey to the Village the George Parcel (including any rights in and to George Place which are appurtenant to the George Parcel), for the purchase price of \$255,481.00 ("Purchase

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Price") to be paid at the Closing, and subject to an easement for compensatory storage of stormwater as provided in the Quitclaim Deed described below ("Compensatory Storage Easement"), all as provided in this Agreement. The City makes no representations or warranties as to its rights, if any, in the George Parcel.

2. In addition, the City agrees to convey by quitclaim deed any rights it may have to the Berteau ROW. The City makes no representations or warranties as to its rights, if any, in the Berteau ROW.

3. City and Village both agree and acknowledge that the George Parcel and the Berteau ROW are to be conveyed in an "as is" condition with all faults subject to a release of City by the Village for any environmental conditions related to the properties and subject to such reservations and covenants concerning stormwater management and compliance with applicable airspace protection regulations as may be required by FAA. City and Village each agree that the quitclaim deeds shall be in substantially the form set forth in Exhibit G which is attached and incorporated ("Quitclaim Deed").

2.B Inspection Period

1. The Village shall have 45 days from the date of this Agreement to perform such tests and investigation on the George Parcel, Northerly Parcels and the Berteau ROW as it sees fit in its sole discretion ("Inspection Period"). The City hereby grants the Village the right to enter the George Parcel, Northerly Parcels and the Berteau ROW, at its own risk, to perform such testing and investigation. The Village agrees to indemnify and hold harmless the City from any losses or claims arising from such entry by the Village or its employees, agents and contractors. The Village may terminate this Agreement for any reason by written notice delivered during the Inspection Period. Upon written notice delivered to City prior to the expiration of the Inspection Period, the Village may obtain one 45-day extension to the Inspection Period.

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2.C Closing.

1. Within 30 days of the date of conclusion of the Inspection Period as set forth in Section 2B or approval of the title as set forth in Section 2F, whichever occurs last, the City and the Village agree to effect the transfers of title of the George Parcel and the Berteau ROW as set forth in Section 2 above ("Closing").

2. The Closing shall take place at the offices of the Chicago Title Insurance Company (the "Title Company") at a time and location to be agreed by the City and the Village in accordance with times stated in this Agreement.

2.D City's Agreement to convey.

1. At the Closing, the City shall deliver to the Village the Quitclaim Deed duly executed by the City for the George Parcel and the Berteau ROW subject only to a) the terms and conditions in the Quitclaim Deed,

including the Compensatory Storage Easement, b) the Permitted Exceptions and c) the Additional Permitted Exceptions.

2.E No Brokers.

City and Village represent to one another, each with respect to its own actions, that it has not retained nor hired any broker nor real estate consultant in connection with the conveyance evidenced by this Agreement who has not been fully paid. Each party agrees to indemnify the other for any claim for a broker commission or other compensation arising out of this Agreement and the contemplated transactions.

2.F Later Date Title Commitments

1. Upon execution of this Agreement, the City shall order from the Title Company updates of the title commitment for the George Parcel ("Updated Commitment"). The City shall provide copies of such Updated Commitment to the Village within 5 days of the City's receipt of same. If the Updated Commitment show no exceptions except

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those that are substantially described in Exhibit F which is attached and incorporated, ("Permitted Exceptions"), then the parties shall proceed to the Closing within 30 days of receipt of the Updated Commitment unless the Inspection Period has yet to expire in which case the Closing shall occur within 30 days after the Inspection Period.

In the event that the Updated Commitment shall show exceptions in addition to Permitted Exceptions, and the Village notifies the City in writing within 7 days of its receipt of the Updated Commitments that any such exception, either individually or together with other exceptions, materially and adversely affects the use of the property as zoned on the date of this Agreement, then the City shall promptly cause each such additional exception indicated by Village to be either removed or waived from the Updated Commitment by Title Company within 30 days of receipt of such written notice. The Closing shall be ratably extended if necessary to permit the parties to exercise the cure and notice provisions provided for under this paragraph. If, within seven (7) days from its receipt of the Updated Commitment from City, the Village shall not have notified the City in writing as provided above as to any exception which is not a Permitted Exception and which appears on the Updated Commitment, the Village shall be deemed to have accepted each such additional exception ("Additional Permitted Exceptions").

2.G Deposits at Closing

At the Closing, the City shall deliver to Chicago Title Insurance Company ("Title Company") duly executed originals or counterparts the following:

a. a recordable Quitclaim Deed, duly executed, transferring to Village any rights of the City in the George Parcel;

b. a recordable Quitclaim Deed transferring to Village any rights of the City in the Berteau ROW;

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c. any other documents as may be reasonably required by the Title Company to insure title to the George Parcel in the Village, subject to the Permitted Exceptions and the Additional Permitted Exceptions;

d. a Chicago Title Insurance Company ALTA Statement;

e. any documentation required to be executed by City with respect to any state, county, or local transfer taxes applicable to the conveyance of the Land pursuant to this Agreement; and

f. declarations of transfer tax exemptions.

2. At the Closing, the Village shall deliver to Title Company the following:

a. The Purchase Price;

b. an ALTA survey of the George Parcel;

c. a Chicago Title Insurance Company ALTA Statement duly executed;

d. any documentation required to be executed by Village with respect to any state, county, or local transfer taxes; and

e. any other documents as may be reasonably required by the Title Company to insure good and marketable title to the George Parcel, with extended coverage over the five general exceptions.

3. At the Closing, the City will cause the Title Company to issue an owner's title insurance policy insuring

Village's fee simple title to the George Parcel, subject only to the Permitted Exceptions and the Additional Permitted Exceptions, if any, in an amount equal to the Purchase Price dated as of the date of Closing;
4. At the Closing, the City will deliver possession of the George Parcel to Village, reasonably cleared of personal property, debris and equipment.

2.H Closing Costs

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Closing fees, title commitment fees, ALTA survey, owner's title insurance premiums, and recording fees and all other costs of the Closing shall be divided equally between the City and the Village at the Closing. In the event that either party shall request that one or both conveyances be closed through a "New York Closing," or with the issuance of extended coverage title insurance, then such party shall be solely responsible for all costs attributable thereto.

2.1 Post Closing

Upon completion of the Closing, the parties agree to cooperate in the preparation, execution, delivery and filing of any documents reasonably requested by the other party to effect any transfer tax refund, current and previous years property tax exemptions, division of PINs, or legal subdivision of property arising from the conveyances of property described above. This Section 2.1 shall survive the Closing.

SECTION 3. Option to Purchase Northerly Parcels

1. City hereby grants and conveys to Village and Village hereby accepts, an exclusive right, privilege and option (the "Option") to purchase the Northerly Parcels, upon, subject to, and in accordance with, the terms and provisions of this Agreement. The Option shall be exclusive and irrevocable during the Option Period and, if, not validly exercised through service of an Option Exercise Notice as provided herein prior to the expiration or early termination of the Option Period, the Option shall expire and be of no further force or effect.
2. The period of the Option (the "Option Period") shall commence on the date hereof and end at 11:59 P.M. on the day preceding the fifth anniversary of the date hereof, unless terminated sooner as provided herein. If the last day of the Option Period shall fall on a Saturday, Sunday or legal holiday, then the Option Period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

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3. The Village may exercise the Option by delivering written notice thereof ("Option Exercise Notice") to City at any time prior to the expiration or early termination of the Option Period.
4. If at any time during the Option Period, the City intends to accept a bona fide offer from a third party to purchase some or all of the Northerly Parcels, the City, within thirty (30) days thereafter, shall serve Village with a written notice of the City's intent to accept said bona fide offer ("Bona Fide Offer Notice"). The Bona Fide Offer Notice shall summarize the material terms and conditions of the bona fide offer and shall attach a copy of the offer along with a copy of each and every document necessary to provide the material terms and conditions of the bona fide offer. Within fifteen (15) days of the receipt of the Bona Fide Offer Notice, the Village may deliver the Option Exercise Notice to the City pursuant to the terms and conditions set forth herein. Failure of Village to provide the Option Exercise Notice to the City within such fifteen (15) day period shall be deemed an election by Village to terminate the Option. Upon service of the Option Exercise Notice, the parties shall be deemed to have agreed to the City's sale of the Northerly Parcels to the Village on substantially the same terms and conditions as those for the George Parcel set forth in Section 2 of this Agreement, except for the following:
 - a. The Purchase Price shall be \$3,684,000.00
 - b. . If the Bona Fide Offer Notice is accompanied by an updated title commitment for the Northerly Parcels dated not less than 30 days before the date of such Notice and such title commitment shows no exceptions other than the Permitted Exceptions as provided in Section 2F of this Agreement, then the title shall be deemed approved as provided in Section 2.F.1
 - c. If the Bona Fide Offer Notice is accompanied by a Certification, duly executed by the City in the form of Exhibit J, which is attached and incorporated, then the Inspection Period shall be deemed to have expired as provided in Section 2.B.1.

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d. If the City provides the documents to the Village as and when required in Section 3.4.b and c above, the Closing shall occur no later than thirty (30) days after service of the Option Exercise Notice.

e. The City makes no representations or warranties as to its rights, if any, in the Northerly Parcels.

SECTION 4. License for Beautification Purposes

The City agrees to convey a terminable license across and in certain City-owned land described on Exhibit H ("Beautification Parcel") generally located at the southwest corner of Irving Park Road and Mannheim Roads for purposes of installing an entrance feature, including a lighted sign and landscaping, the design of which shall be subject to the reasonable approval of the City which approval shall not be unreasonably withheld or denied. Such license shall provide that the Village will be solely responsible for obtaining the approval of and paying for the coordination with the owners of all utilities and adjacent properties and facilities that are necessary and appropriate for such installation, including those owning a legal right to use or occupy such Beautification Parcel. The license shall be terminable upon 180 days written notice from the City to the Village. The termination notice shall provide the City's election whether any improvements constructed on the Beautification Parcel by or on behalf of Village shall be removed by the Village and the Beautification Parcel restored to its prior condition, reasonable wear and tear permitted, at Village's sole cost prior to the termination. If Village shall fail or refuse to perform any such removal or restoration, the City may perform such work and upon receipt of a written detail thereof, Village shall reimburse all of the City's actual costs reasonably incurred in performing such removal and restoration. The City agrees that it will not provide any such termination notice until after the third anniversary of the date of this Agreement. Such license shall provide an appropriate indemnity of City by

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Village on commercially reasonable terms covering all of Village's use and operations on the Beautification Parcel.

SECTION 5. Disconnection of Certain Village Territory; Annexation of Other City Land by City.

1. Disconnection of Other City Land from Village and annexation to City. Within sixty (60) days of the Closing, the Village shall take all action necessary for and approve an ordinance of disconnection and exclusion of the Other City Land in accordance with Section 7-1-25 of the Illinois Municipal Code (65 ILCS 5/7-1-25) and to approve the settlement of claims for municipal debts and property in connection with such disconnection and exclusion of the Other City Land in the amount of \$1 nominal compensation. The Village shall thereafter cooperate with the City in the preparation, execution of and recording of plats, serving of notices, filing of PIN divisions, and such other adjustment or amendment of other land or governmental records, all at the City's sole cost, as may be necessary or appropriate to effect and complete such disconnection and exclusion of the Other City Land from the Village and cause its annexation to the City.

2. Covenants Against Adult Uses. Prior to the disconnection of the Other City Land, and as a condition precedent to the Village's obligation to disconnect, the City shall record a restrictive covenant in favor of the Village of Schiller Park against title to the Other City Land which shall prohibit the Other City Land from being used for "Adult Uses" which covenant shall be in substantially the form attached and incorporated as Exhibit I. The covenant shall run with the land and shall provide that it may not be modified or released without the written consent of the Village of Schiller Park. The language of the Covenant shall be subject to the review and approval of the Village prior to recording which approval shall not be unreasonably withheld.

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SECTION 6. EXTRA-TERRITORIAL SALE OF WATER AND SEWER SERVICES

The Village agrees to provide (a) to the properties within the Other City Land, following their annexation by the City, and (b) to those properties which are currently within the City boundaries and which are located to the east of Mannheim Road and south of Lawrence Avenue, water and sewer service using Village facilities at the nonresident rate on the same terms and at the same rates provided to properties located outside the corporate boundaries of the Village, subject to such mandatory rate and regulatory requirements imposed by applicable

water purchase or sanitary and wastewater service agreements.

SECTION 7. Duration Of Agreement Except for Sections 2.A through 2.H, inclusive, which shall merge and terminate upon the Closing, and except for any other provision calling for a specific time of performance, the duration of any continuing obligation under this Agreement shall be for 25 years.

registered mail or prepaid mail return receipt requested to the parties at the following addresses or as they may respectively specify in writing at a later date:

SECTION 8.

Notices

All notices and submissions provided for herein shall be sent prepaid

To the City:

City of Chicago

Department of Aviation

1051QW. Zemke Blvd.

Chicago, IL 60666

Attention: Deputy Commissioner for

Commercial Development

With a copy to

Department of Law

121 N. LaSalle Street, Room 600

Chicago, Illinois 60602

Attn: Deputy Corporation Counsel

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Real Estate and Land Use Division

To the Village: Village of Schiller Park

9526 W. Irving Park Road Schiller Park, Illinois 60176 Attention: Village Clerk

With a copy to: Village of Schiller Park

9526 W. Irving Park Road Schiller Park, Illinois 60176 Attention: Village Manager

SECTION 9. Miscellaneous

9.A Entirety of Agreement and Amendments

This Agreement represents and constitutes the entire Agreement of the Village and the City as of the date hereof.

This Agreement may be amended at any time by agreement of the Village and the City, subject to the approval of the Federal Aviation Administration, if required. The parties agree to execute any amendment required by law.

Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

9.B Severability

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

9.C Remedies

1. The parties agree that there is no adequate remedy at law for any breach of this Agreement and that each party shall be entitled to

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petition a court of competent jurisdiction for an order compelling specific performance of this Agreement, in addition to any other remedies the non-breaching party has available.

2. If the ordinance of disconnection and exclusion is not approved within the period set forth in Section 5.1

above, then the City may pursue, in addition to all available remedies otherwise available, an order of specific performance to either a) compel the passage of the disconnection and exclusion ordinance as required by this Agreement or b) to compel the Village's reconveyance to the City the City TIF Lands. For purposes of this section, the Village acknowledges the uniqueness of bringing the Other City Land within the municipal boundaries of the City of Chicago and that money damages could not adequately compensate the City for its injuries caused by the Village's failure or refusal to comply with Section 4, or to successfully obtain the passage of such legislation.

3. The parties shall not personally charge any official, employee or agent of the other party with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Agreement or because of the parties' execution, attempted execution or any breach of this Agreement. This limitation shall survive the Closing.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be

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executed.

VILLAGE OF SCHILLER PARK
CITY OF CHICAGO

By_
Its President

By:
Commissioner of Aviation

Date
ATTEST:

Date
Approved as to form and legality:
Village Clerk (SEAL)

By:
Special Asst. Corporation Counsel

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EXHIBITS

- t A TIF Area Legal Description
- t B Survey of Northerly Parcels
- t C Survey of George Parcel
- t D Legal Description of Berteau ROW
- tE Plat of Other City Land
- t F Permitted Exceptions
- t G-1 George Parcel Quitclaim Deed
- t G-2 Northerly Parcels Quitclaim Deed
- t H Beautification Parcel
- 11 Restrictive Covenant Prohibiting Adult Uses
- t J Certification

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EXHIBIT A

Legal Description for TIF District Boundary

THE FOLLOWING PARCEL OF PROPERTY LYING WITHIN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS:
COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF IRVING PARK ROAD WITH THE WEST LINE OF MANNHEIM ROAD; THENCE, SOUTHWESTERLY ALONG THE WEST LINE OF MANNHEIM ROAD TO ITS

INTERSECTION WITH THE SOUTH LINE, AS EXTENDED FROM THE EAST OF BELLE PLAINE AVENUE; THENCE, EASTERLY ALONG THE SOUTH LINE EXTENDED OF BELLE PLAINE AVENUE TO ITS INTERSECTION WITH THE EAST LINE OF THE PROPERTY ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY; THENCE NORTHEASTERLY ALONG SAID EAST LINE TO ITS INTERSECTION WITH THE NORTH LINE, AS EXTENDED FROM THE WEST, OF LOT 8 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER . OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING NORTHERLY OF IRVING PARK ROAD), RECORDED APRIL 14, 1921 AS DOCUMENT 7112572; THENCE, WESTERLY ALONG SAID NORTH LINE, AS EXTENDED FROM THE WEST, OF LOT 8 AND ALONG THE NORTH LINE OF LOT 7 TO ITS INTERSECTION WITH THE WEST LINE OF LOT 2 IN THE AFORECIATED SUBDIVISION; THENCE, NORTHERLY ALONG THE WEST LINE EXTENDED OF LOT 2 TO ITS INTERSECTION WITH THE CENTER LINE OF IRVING PARK ROAD; THENCE, WESTERLY ALONG THE CENTER LINE OF IRVING PARK ROAD TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING:

THE NORTH 9.17 FEET OF SAID LOT 7

ALSO EXCEPTING THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MANNHEIM ROAD WITH THE SOUTH LINE OF BELLE PLAINE AVENUE, AS EXTENDED FROM THE EAST; THENCE, EASTERLY ALONG THE SOUTH LINE EXTENDED OF BELLE PLAINE AVENUE TO ITS INTERSECTION WITH THE EAST LINE, AS EXTENDED FROM THE NORTH, OF THE WEST 200 FEET OF LOT 5 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING NORTHERLY OF IRVING PARK ROAD), RECORDED APRIL 14, 1921 AS DOCUMENT NO. 7112572; THENCE, NORTHERLY ALONG THE EAST LINE, AS EXTENDED FROM THE NORTH, OF THE WEST 200 FEET OF LOT 5 OF THE AFORECIATED SUBDIVISION, HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST, TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 5; THENCE ALONG SAID NORTH LINE NORTH 88 DEGREES 53 MINUTES 46 SECONDS EAST, 10.96 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 29 SECONDS EAST, 68.86 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 31 SECONDS EAST, 214.89 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 29 SECONDS WEST, TO THE INTERSECTION WITH THE AFOREMENTIONED WEST LINE OF MANNHEIM ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE OF MANNHEIM ROAD TO THE POINT OF BEGINNING.

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Exhibit A

TIF Area Legal Description

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Exhibit B Survey of Northerly Parcels

The Northerly Parcels are those parcels described as Parcel 1 in the attached survey.

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Exhibit C Survey of George Parcel

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Exhibit D Legal Description of Berteau ROW

THE SOUTH 33.00 FEET OF LOTS 3 AND 4 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1921 AS DOCUMENT NO. 7112572 IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID SOUTHWEST CORNER BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MANNHEIM ROAD AS DEDICATED PER SAID DOCUMENT NO. 7112572; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 04 MINUTES 59 SECONDS EAST, A DISTANCE OF 33.01 FEET TO A POINT ON THE A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 AND 4; THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 627.17 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST, 33.01 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 627.17 FEET ALONG THE SOUTH LINE OF SAID LOTS 3^vAND TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THE DEED RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON FEBRUARY 28, 1974, AS DOCUMENT NO. 22640761.

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Exhibit E Plat of Other City Land

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Exhibit F Permitted Exceptions .

1. The Stormwater Easement; and
2. Covenant and reservation enforcing terms and conditions of conditions relating to release of property from FAA grant restrictions, including stormwater management obligations and airspace protection regulations; and
3. (Insert Current Title Commitment exceptions)

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Exhibit G-1

GEORGE PARCEL QUIT CLAIM DEED

This instrument was prepared by:

Matthew M. Welch Odelson & Sterk, Ltd. 3318 W. 95th Street Evergreen Park, Illinois 60805

RESERVED FOR RECORDING DATA

CITY OF CHICAGO, an Illinois home rule municipality ("Grantor"), in consideration of the sum of Ten Dollars

(\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM to the VILLAGE OF SCHILLER PARK, an Illinois home rule municipality ("Grantee") all of Grantors right title and interest in and. to the real property in Cook County, State of Illinois, described as follows:

INSERT GEORGE PARCEL LEGAL.

("Property"),

SUBJECT TO, and conditioned upon, the following:

1. Easement for Compensatory Storage of Stormwater- Subject to the terms and conditions in this Section, the Grantor hereby reserves to itself a perpetual easement in, under and through the Property for purposes of compensatory storage of 1 acre foot of storm waters that have either originated on or are flowing by legal right through or across the real property in Cook County, State of Illinois, described as follows:

[INSERT LEGALS FOR NORTHERLY PARCELS.]

("Benefitted Parcels"),

After recording, return original to and mail all future tax bills to: Village of Schiller Park 9526 W. Irving Park Road Schiller Park, Illinois 60176 Attention: Village Clerk

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On or before the fifth anniversary of the date of this conveyance, Grantee shall improve the Property with stormwater facilities and improvements designed, installed and constructed substantially in accordance with Exhibit A which is attached and incorporated, or in accordance with such alternative design that the Grantor shall approve, which shall provide not less than 1 acre/foot of stormwater storage ("Approved Facilities"). Thereafter Grantee shall operate, maintain, repair and replace the Approved Facilities to provide not less than one acre/foot of compensatory storage in compliance with applicable laws, ordinances, regulations and other governmental authority ("Laws"). Before Grantor makes physical connections between the Approved Facilities and the Benefitted Parcels ("Connection"), Grantor and Grantee shall make good faith efforts to agree upon standards and a schedule for maintenance, repair and replacement, and a formula for apportioning costs thereof among all properties benefitted or served by the Approved Facilities. Notwithstanding any failure to reach an agreement as to any such items, upon Grantee's serving Grantor with an appropriate notice and accounting of its actual costs reasonably incurred to perform the maintenance, repair and replacement of the Approved Facilities following Connection, Grantor shall pay Grantee, on an annual basis, its proportionate share (based on the proportion of 1 acre/foot to the total capacity of the Approved Facilities) of such actual costs within sixty (60) days after receipt of such notice. In the event that the Grantee shall fail to provide such operation, maintenance, repair or replacement in accordance with this easement, and to the extent such failure substantially interferes with the reasonable use and enjoyment of the Benefitted Parcels, then Grantor, after thirty (30) days notice to Grantee, may, but shall not be obligated to, reasonably undertake to perform such actions and Grantee shall reimburse Grantor within days of receiving a written demand, for the proportionate share of such actual costs reasonably incurred.

The burdens of this easement shall run with the Property, and the benefits of this Easement shall run with the Benefitted Parcels. This easement shall bind, inure to the benefit of and be enforceable by the Grantor, the Grantee, and their respective successors and assigns. Immediately upon the Grantee's or its successor coming into title to both the Property and the Benefitted Parcels, this easement shall immediately merge with the fee interest in the Property and this easement shall immediately terminate.

Grantor and Grantee agree that each of them shall indemnify, defend and hold harmless the other party from and against all claims of personal injury or property damage or violation of environment laws, which are proximately caused by the actions of such indemnifying party in the exercise of rights or compliance with obligations under this easement, except to the extent that such claims are proximately caused by the negligence, willful and wanton, or intentionally tortious actions of the party seeking to be indemnified. Within 30 days of receipt of notice of any such claim, the party seeking to be indemnified shall notify the indemnifying party in writing and provide copies of all correspondence, notices of violation, summonses, pleadings or other documents related to such claim. The indemnifying party shall thereafter promptly and diligently respond to and defend against such claim.

2. Compliance with Conditions of FAA Release - Grantee hereby covenants to and agrees with Grantor and its successors and assigns that it will cause the Property to remain at all times in compliance with the provisions of the Release from FAA grant restrictions that is attached and incorporated as Exhibit B ("Release"). Grantor hereby reserves an

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easement such that if Grantee shall fail or refuse to cause such compliance, then after 30 days written notice to Grantee, then Grantor shall have the right to make reasonable entry upon the Property and undertake such actions that are reasonably necessary or appropriate to cause such compliance. Within 10 days of receipt of a notice of completion of any such work and an invoice for the costs attributable to such Work, Grantee shall pay Grantor all such costs.

3. Airspace Protection - Grantee hereby covenants to and agrees with Grantor and its successors and assigns that it will cause the Property to remain at all times in a condition that avoids all obstructions to air navigation that may affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities as provided in 14 CFR Part 77 Grantor hereby reserves an easement such that if Grantee shall fail or refuse to maintain such condition, then after 30 days written notice to Grantee, then Grantor shall have the right to make reasonable entry upon the Property and undertake such actions that are reasonably necessary or appropriate to maintain such condition,. Within 10 days of receipt of a notice of completion of any such work and an invoice for the costs attributable to such work, Grantee shall pay Grantor all such costs.

4. Environmental Release -As used herein,

"Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims).

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.



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By accepting delivery of this Quit Claim Deed, Grantee, for itself, its officers, agents, successors and assigns, covenants and agrees not to sue Grantor or its respective officers, agents, employees, successors and assigns or anyone acting on its or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property existing as of the date hereof. The foregoing shall apply to any preexisting condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property as of the date hereof, whether such Hazardous Substance is located

2. Airspace Protection - Grantee hereby covenants to and agrees with Grantor and its successors and assigns that it will cause the Property to remain at all times in a condition that avoids all obstructions to air navigation that may affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities as provided in 14 CFR Part 77 Grantor hereby reserves an easement such that if Grantee shall fail or refuse to maintain such condition,, then after 30 days written notice to Grantee, then Grantor shall have the Vight to make reasonable entry upon the Property and undertake such actions that are reasonably necessary or appropriate to maintain such condition,. Within 10 days of receipt of a notice of completion of any such work and an invoice for the costs attributable to such work, Grantee shall pay Grantor all such costs.

3. Environmental Release -As used herein,

"Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims).

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known, to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

By accepting delivery of this Quit Claim Deed, Grantee, for itself, its officers, agents, successors and assigns, covenants and agrees not to sue Grantor or its respective officers, agents, employees, successors and assigns or anyone acting on its or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property existing as of the date hereof. The foregoing shall apply to any pre-

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existing condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property as of the date hereof, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

The easements, covenants, conditions and reservations contained in this Quitclaim Deed shall run with the Property, shall inure to the benefit of Grantor and its successors and assigns and shall be binding upon the Grantee and it successors and assigns..

IN WITNESS WHEREOF, the City has duly executed this Quitclaim Deed as of the date first herein written.

CITY OF CHICAGO

By:_
Rosemarie S. Andolino i Commissioner of Aviation

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Rosemarie S. Andolino, Commissioner of Aviation for the City of Chicago, an Illinois home rule municipality, appeared before me this day in person and acknowledged that she signed the foregoing instrument as her free and voluntary act and as the free and voluntary act of such municipality, for the uses and purposes therein set forth.

Given under my hand and official seal, this _ day of _, 2011.

Notary Public

My commission expires:

EXHIBITS:

EXHIBIT A -FAA Release from Grant Obligations

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Exhibit H Beautification Parcel

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Exhibit I Restrictive Covenant Prohibiting Adult Uses

RESTRICTIVE COVENANT PROHIBITING ADULT USES

PROPERTY ADDRESS:

THIS INDENTURE and Declaration of Covenants Running with the Land, made _ day of _, 201_, by the City of Chicago, an Illinois municipal

this corporation:

WHEREAS, said party is the owner of property generally depicted on the Plat of Annexation attached hereto as Exhibit A and as recorded in the records of the County of Cook, Illinois, which property is located in the County of Cook, Illinois; and

WHEREAS, in consideration for the de-annexation of the property identified in Exhibit A from and by the Village of Schiller Park, an Illinois municipal corporation, thereby allowing said property to be annexed to the City of Chicago, it is the desire of said party that this covenant be recorded and that said restrictive covenant be thereby impressed upon said property, which said covenant shall be enforceable by the Village of Schiller Park.

/

NOW, THEREFORE, for and in consideration of the mutual benefits to the City of Chicago, the Village of Schiller Park and future owners of the property, it is hereby made known that the City of Chicago by these presents make, establish, confirm and hereby impress upon the property identified in Exhibit A within the County of Cook, Illinois, the following Restrictive Covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants, to-wit:

1. RECITALS. The above recitals are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

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DEFINITIONS.

(A) "Adult Use" shall mean an establishment where the principal portion of the business operates as an "adult book or video store," an "adult entertainment cabaret," an "adult mini motion and/or video theater," an "adult motion picture theater," or any combination thereof.

(B) "Adult Book or Adult Video Store" shall mean an establishment having as a substantial or significant portion of its sales and/or stock in trade, books, magazines, films and/or videos for sale or viewing on the premises by use of motion picture devices or any coin-operated means, and other periodicals - which are distinguished or characterized by their emphasis on material depicting, describing or relating to 'specified anatomical areas' or 'specified sexual activities', or an establishment with a segment or section devoted to the sale or display of such material, or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, presence of video preview or coin

operated booths, the exclusion of minors from the establishment's premises, or any other factors showing that the establishment's primary purpose is to purvey such material.

(C) "Adult Entertainment Cabaret" shall mean a public or private establishment which, live or on motion pictures, features (i) topless dancers, strippers, and/or male or female impersonators; or (ii) entertainers who not infrequently display 'specified anatomical areas'; or (iii) entertainers who by reason of their appearance or conduct perform in a manner which is designed primarily to appeal to the prurient interest of the patron or entertainers who engage in, or engage in explicit simulation of, 'specified sexual activities'.

(D) "Adult Mini Motion Picture and/or Video Theater" shall mean an enclosed building or an area within a building, having a capacity for less than 50 persons, and used for presenting motion picture films, video cassettes, cable television, and/or any other such visual media -- all of such materials so presented distinguished or characterized by an emphasis on matter depicting, describing or relating to 'specified sexual activities' or 'specified anatomical areas' for observation by patrons therein.

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(E) "Adult Motion Picture Theater" shall mean an enclosed building, or an area within a building, having a capacity of 50 or more persons, and used regularly and routinely for presenting motion picture films, video cassettes, cable television, and/or any other such visual media - all of such materials so presented having as a dominant theme material distinguished or characterized by an emphasis on matter depicting, describing or relating to 'specified anatomical areas' or 'specified sexual activities' for observation by; patrols therein.

(F) "Specified Anatomical Areas" shall mean any of the following:

(1) Less than completely and opaquely covered: (a) human genitals, pubic region; (b) buttock; and (c) female breast below a point immediately above the top of the areola; and

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(G) "Specified Sexual Activities" shall mean any of the following:

(1) Human genitals in a state of sexual stimulation or arousal; or

(2) Acts of human masturbation, sexual intercourse or sodomy; or

(3) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

2. ADULT USES. No Adult Uses at any time shall be permitted to operate upon or in any lot or property depicted in this Exhibit A.

3. COVENANT TO RUN WITH THE LAND. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

4. ENFORCEMENT. This covenant may be enforced by the Village of Schiller Park in any proceeding in law or in equity against any person or persons violating or attempting to violate the covenant set forth herein.

IN WITNESSETH WHEREOF, the City of Chicago has duly executed this Restrictive Covenant as of the date herein written

CITY OF CHICAGO, an Illinois municipal corporation

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By: _

Rosemarie S. Andolino Commissioner of Aviation

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

Subscribed and sworn before me this _ day of • 2011.

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Notary Public

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Exhibit J Certification (environmental condition)

Environmental Certification Re: Other City Land

Dated: ■'

Village of Schiller Park 9526 W. Irving Park Road Schiller Park, Illinois 60602 Attention: Village Manager
Dear Village Manager:

This Environmental Certification is delivered to you pursuant to Section 3.5(c) of the Intergovernmental Agreement between the Village of Schiller Park ("Village") and the City of Chicago ("City") for the Redevelopment of the Westgateway TIF and the Disconnection and Annexation of Certain Lands along the Municipal Borders

("Agreement"), dated __, 201__ ("Execution Date"). Unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Agreement.

The undersigned hereby certifies and warrants to the Village as follows:

(a) Since the Execution Date of the Agreement to present, the City has no knowledge of any storage, disposal, generation, manufacture, refinement, transportation, production or treatment of Hazardous Substance by the City at, upon, or away from the Northerly Parcels, except in accordance with Environmental Law. >

(b) Since the Execution Date of the Agreement to present, the City has no knowledge of any spill, discharge, leak, emission, injection, escape, dumping or release of any kind onto the .Northerly Parcels, except in accordance with Environmental Law.

(c) Since the Execution Date of the Agreement to present, the City has no knowledge of any violations of Environmental Law at the. Northerly Parcels.

(d) Except for the environmental reports generated by the Village pursuant to the Agreement, the City has attached hereto any and all reports in its possession relating to environmental matters of the Northerly Parcels prepared for and submitted to a government authority under Environmental Law since the Execution Date of the Agreement.

(e) Since the Execution Date of the Agreement to present, the City has not received notification pursuant to Environmental Law, of any potential liability with the respect to the clean-up of any waste disposal site at which it has disposed of any hazardous substances or with respect to any other alleged violation of any of the environmental laws.

As used herein:

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the

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Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order, permit or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

The City expressly acknowledges that the Village intends to rely upon this certification in the exercise of its Option and the certifications and warranties set forth herein shall survive the Closing on the Northerly Parcels. The City has caused this Certification to be executed and delivered, and the certification and warranties contained herein to be made, by a responsible officer this __day of __, __.

CITY OF CHICAGO

By: __

Its: _

Attest:

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