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Legislation Details (With Text)

File #: O2013-1087
Type: Ordinance
File created: 2/13/2013
Status: Passed
In control: City Council
Final action: 3/13/2013
Title: Intergovernmental agreement with Chicago Park District regarding Bloomingdale Trail
Sponsors: Emanuel, Rahm
Indexes: Intergovernmental
Attachments: 1. O2013-1087.pdf

Date	Ver.	Action By	Action	Result
3/27/2013	1	Office of the Mayor	Signed by Mayor	
3/13/2013		City Council	Passed	Pass
2/13/2013	1	City Council	Referred	

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et seq., with authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, Canadian Pacific Railroad previously operated an elevated rail line on an embankment within the Bloomingdale Avenue right-of-way, extending from the west line of the north/south Union Pacific Railroad right-of-way east of the Kennedy Expressway on the east to the western right of way boundary line of North Lawndale Avenue on the west, as legally described on Exhibit A attached hereto (the "Canadian Pacific Rail Line"); and

WHEREAS, in January 2013, pursuant to an ordinance adopted by the City Council of the City on June 6, 2012, and published at pages 28547 to 28594 in the Journal of the Proceedings of the City Council of such date (the "Bloomingdale Trail Ordinance"), the City acquired the Canadian Pacific Rail Line for the construction of a linear public park and trail (the "Bloomingdale Trail Park"); and

WHEREAS, the Bloomingdale Trail Ordinance further authorized the acquisition of permanent or temporary interests in real property adjacent to, or in close proximity to, the Bloomingdale Trail Park in order to establish access and entry points to the park, to secure the perimeter of the park, to locate or relocate existing easements, to improve and maintain the existing embankment and viaducts, and to make other improvements necessary or appropriate to the development and operation of the park (all such real property, or interests therein, the Acquisition Parcels"); and

WHEREAS, the Bloomingdale Trail Ordinance identified a number of specific Acquisition Parcels in an exhibit to the ordinance (the "Listed Parcels"), but did not limit the City's acquisition authority to the Listed Parcels; and

WHEREAS, the City is in the process of acquiring two Listed Parcels, one located at 1805 N. Kimball, as legally described on Exhibit B attached hereto (the "Kimball Parcel"), and the other located at 1759 N. Milwaukee Avenue, and legally described on Exhibit C attached hereto (the "Milwaukee/Leavitt Parcel"); and

WHEREAS, the City also wishes to acquire the real property legally described and depicted on Exhibit D-1 and Exhibit D-2, respectively, attached hereto (the "YMCA Parcel"), which is located adjacent to the Bloomingdale Trail Park; and

WHEREAS, the YMCA Parcel is not a Listed Parcel; and

WHEREAS, the City Council has previously determined that the acquisition of the Acquisition Parcels for the Bloomingdale Trail Park is useful, advantageous or desirable for municipal purposes

and the public welfare, and desires to reaffirm such findings here and to more specifically identify the YMCA Parcel as an Acquisition Parcel within the meaning of the Bloomingdale Trail Ordinance and for all purposes set forth therein; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority (Metra) owns certain real property which abuts the Canadian Pacific Rail Line at North Lawndale Avenue on the east and extends to North Ridgeway Avenue on the west, as legally described on Exhibit E (the "Metra Rail Line"); and

WHEREAS, the City is acquiring an easement interest in the Metra Rail Line for the Bloomingdale Trail Park; and

WHEREAS, the Canadian Pacific Rail Line, the Metra Rail Line, the Kimball Parcel, the Milwaukee/Leavitt Parcel and the YMCA Parcel are collectively referred to herein as the "Bloomingdale Trail Property"; and

WHEREAS, the City, in cooperation with the Park District and the Trust For Public Land ("TPL"), a national, nonprofit, land conservation organization, intends to redevelop, landscape and convert the Bloomingdale Trail Property into the Bloomingdale Trail Park, including repairing (or replacing) the bridges, viaducts and overpasses located along the embankment and certain ancillary improvements in adjacent public right of way (collectively, the "Bloomingdale Trail Improvements"); and

WHEREAS, upon the completion of the Bloomingdale Trail Improvements, the City wishes to lease the Bloomingdale Trail Property to the Park District (or, with respect to the Metra Rail Line, assign or otherwise grant an interest in such property to the Park District), and the Park District wishes to accept such lease, assignment or grant for a period of twenty-five (25) years, subject to the terms and conditions contained in the Intergovernmental Agreement (as hereinafter defined); and

WHEREAS, the Park District owns and operates five (5) public parks adjacent to the Bloomingdale Trail Property (the "Access Parks"); and

WHEREAS, the Access Parks include Park #512 located at 1800 North Ashland Avenue; John P. Walsh, Jr. Park (#393), located at 1722 North Ashland Avenue; Churchill Field Park (#412), located at 1825 North Damen Avenue; Park #567, located at 1805 North Milwaukee Avenue; and Julia De Burgos Park (#554), located at 1805 North Albany Avenue; and

WHEREAS, the Access Parks will serve as points of access to the Bloomingdale Trail Park, enabling the public to get from street level to the top of the embankment; and

WHEREAS, the Bloomingdale Trail Improvements include additional points of access in the adjacent public right-of-way; and

WHEREAS, the Park District and the City desire to enter into an Intergovernmental Agreement for the long-term lease (or, with respect to the Metra Rail Line, assignment or other grant of an interest in), operation and shared maintenance of the Bloomingdale Trail Property and Bloomingdale Trail Improvements, substantially in the form attached hereto as Exhibit F

("Intergovernmental Agreement"); and

WHEREAS, the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes and encourages cooperative agreements between units of state and local government; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, by ordinance adopted on February 13, 2013, the Board of Commissioners of the Park District authorized the acceptance of an interest in the Bloomingdale Trail Property from the City and execution of the Intergovernmental Agreement; now, therefore,

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

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

SECTION 2. It is hereby determined, declared and found that the YMCA Parcel is an Acquisition Parcel within the meaning of the Bloomingdale Trail Ordinance and for all purposes set forth therein. It is further determined, declared and found that it is useful, necessary and desirable that the City acquire the YMCA Parcel in accordance with the Bloomingdale Trail Ordinance for the public use and public purpose of designing, developing, constructing, and operating the Bloomingdale Trail Park.

SECTION 3. The City hereby approves the lease, assignment or other grant of an interest in the Bloomingdale Trail Property to the Park District for annual rent in the amount of \$1.00. This approval is expressly conditioned upon the City entering into the Intergovernmental Agreement with the Park District. The Commissioner of the Department of Transportation ("CDOT Commissioner") or a designee of the CDOT Commissioner, the Commissioner of the Department of Housing and Economic Development ("DHED Commissioner") or a designee of the DHED Commissioner and the Commissioner of the Department of Cultural Affairs and Special Events ("DCASE Commissioner") or a designee of the DCASE Commissioner, are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Intergovernmental Agreement, and such other documents as may be necessary or appropriate to effectuate the lease of the Bloomingdale Trail Property and to carry out and comply with the provisions of the Intergovernmental Agreement, with such changes, deletions and insertions

as shall be approved by the persons executing the Intergovernmental Agreement, including without limitation, indemnification by and of the City.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are

hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A: Legal Description of Canadian Pacific Rail Line
Exhibit B: Legal Description of Kimball Parcel
Exhibit C: Legal Description of Milwaukee/Leavitt Parcel
Exhibit D-1: Legal Description of YMCA Parcel
Exhibit D-2: Depiction of YMCA Parcel
Exhibit E: Legal Description of Metra Rail Line
Exhibit F: Intergovernmental Agreement

EXHIBIT A

LEGAL DESCRIPTION OF CANADIAN PACIFIC RAIL LINE

(ATTACHED)

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1A: PART OF 13-35-500-001

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND FALLING WEST OF THE WESTERLY LINE OF LAWNSDALE AVENUE:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF J.R. LANE'S SUBDIVISION RECORDED AS DOCUMENT 1578443, AND SAID SOUTH LINE EXTENDED EAST (EXCEPT THAT PART LYING WEST OF

THE EAST LINE OF RIDGEWAY AVENUE, AND ALSO EXCEPT THAT PART LYING EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID EAST LINE ALSO BEING THE CENTERLINE OF LAWDALE AVENUE), IN COOK COUNTY, ILLINOIS; TOGETHER WITH: THE SOUTH 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF THE SAID CENTERLINE OF LAWDALE AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 1B: 13-35-321-001 (A), 13-35-320-001 (B)
LOT A IN BLOCK 1 AND LOT B IN BLOCK 2 IN RE IDS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 1C DELIBERATELY OMITTED

PARCEL 1D: NOT ASSESSED:
THAT PART OF MONT I CELLO AVENUE BETWEEN LOTS A AND B IN RE ID'S SUBDIVISION, IN PARCEL 1B, BEING THAT PART LYING SOUTH OF THE NORTH LINE OF LOT A, EXTENDED WEST TO THE NORTHEAST CORNER OF LOT B AND LYING NORTH OF THE SOUTH LINE OF LOT A, EXTENDED WEST TO THE SOUTHEAST CORNER OF LOT B, IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1E: DELIBERATELY OMITTED.

PARCEL 1F: NOT ASSESSED:
THAT PART OF CENTRAL PARK AVENUE LYING EAST AND ADJOINING LOT A IN RE ID'S SUBDIVISION IN PARCEL 1B, BEING THAT PART LYING SOUTH OF THE NORTH LINE OF LOT A EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT A EXTENDED EAST, BOTH LINES EXTENDED TO THE CENTERLINE OF CENTRAL PARK AVENUE WHICH IS ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
A 100 FOOT RIGHT OF WAY THROUGH THE CENTER OF THE SOUTHEAST 1/4 OF SECTION 35,

CONTINUED ON NEXT PAGE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE

A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AS CREATED BY DEED FROM EDWARD SIMONS AND LAURA B SIMONS,

HIS WIFE TO THE CHICAGO AND PACIFIC RAILROAD COMPANY DATED OCTOBER 1, 1873 AND RECORDED OCTOBER 2, 1873 AS DOCUMENT 128957,

SAID 100 FOOT RIGHT OF WAY BEING INCLUSIVE OF THE FOLLOWING

PARCELS: PARCEL 2A: (PART OF 13-35-500-001)
THE RIGHT OF WAY CREATED AS BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) BY THE E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, SHOWN THEREON AS 70.50 FEET WIDE AT CENTRAL PARK AVENUE AND 69 FEET WIDE AT KEDZIE AVENUE THROUGH THE CENTER OF SAID SOUTHEAST 1/4 SECTION 35; AND

PARCEL 2B: (PART OF 13-15-500-001)
THE SOUTH 14.75 FEET OF BLOCKS 7, 8 AND 9 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. SAID BLOCKS WERE RESUBDIVIDED IN THE DREW AND DREYES SUBDIVISION OF BLOCKS 4, 5, 6, 7 8 AND 9 RECORDED SEPTEMBER 1, 1884 AS DOCUMENT 571064 DEPICTED THE 50 FEET NORTH OF THE CENTER LINE OF BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) AS DEDICATED

PARCEL 2C: (PART OF 13-35-500-001) NOTE: THE EAST PART OF THIS PARCEL IS INCORRECTLY INCLUDED IN PIN 13-35-409-032.

THE SOUTH 15.5 FEET OF BLOCK 10 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BEING MEANT TO DESCRIBE THAT PART OF BLOCK 10 LYING SOUTH OF THE SOUTH LINES OF THE FOLLOWING THREE TRACTS OF LAND

1. FIRST PARCEL IN DEED DATED DECEMBER 29, 1994 AND RECORDED JANUARY 18, 1995 AS DOCUMENT 95039629, FROM CMC REAL ESTATE CORPORATION ET AL TO LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119223 DESCRIBED AS FOLLOWS: A PART OF BLOCK 10 OF SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 123.86 FEET WEST OF THE WEST LINE OF SPAULDING AVENUE AND 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST 63.62 FEET TO A POINT 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 AND ON THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY; THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

2. SECOND PARCEL IN DEED DATED DECEMBER 29, 1994 AND RECORDED JANUARY 18, 1995 AS DOCUMENT 95039629 FROM CMC REAL ESTATE CORPORATION ET AL TO LASALLE NATIONAL TRUST, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 9, 1994 AND KNOWN AS TRUST NUMBER 119223 DESCRIBED AS FOLLOWS: A PART OF BLOCK 10 OF SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35,

CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED):

TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THE FORMER CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY THENCE NORTHWESTERLY 10.68 FEET TO A POINT 10.00 FEET WEST OF THE CENTERLINE OF SAID ALLEY AND 27.11 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 1006.84 FEET, A CHORD DISTANCE OF 64.23 FEET (SAID CHORD HAVING A BEARING OF NORTH 74 DEGREES, 31 MINUTES, AND 58 SECONDS WEST) TO A POINT; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 355.16 FEET, A CHORD DISTANCE OF 66.01 FEET (SAID CHORD HAVING A BEARING OF NORTH 81 MINUTES, 41 DEGREES, 35 SECONDS WEST) TO A POINT; THENCE NORTH 87 MINUTES, 01 DEGREES, 33 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 10; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

3. THE LAND CONVEYED IN DEED DATED NOVEMBER 3, 2004 AND RECORDED DECEMBER 2, 2004 AS DOCUMENT 0433715083 FROM THE CITY OF CHICAGO TO A & A DEVELOPMENT LLC, DESCRIBED AS FOLLOWS: THAT PART OF BLOCK 10 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK, 297 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 282.50 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY; THENCE WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 123.86 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 57.21 FEET TO A POINT ON A LINE 10 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID BLOCK, WHICH IS 19.77 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE NORTH ALONG SAID EAST LINE, BEING A LINE 10 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 262.74 FEET TO A POINT 297 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK; THENCE EAST 177.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2D: PART OF 13-35-500-001
THE SOUTH 15.5 FEET OF BLOCK 11 IN E. SIMON'S SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AS SHOWN AS DEDICATED FOR PART OF BLOOMINGTON STREET (NOW BLOOMINGDALE AVE) ON WINKLEMAN'S SUBDIVISION OF BLOCKS 2 AND 11 RECORDED SEPTEMBER 5, 1888 AS DOCUMENT 1000737 IN SOUTHEAST 1/4 OF SECTION 35 AFORESAID.

PARCEL 2E: 13-35-411-046-6001 & 6002 (W2) AND PART OF 13-35-500-001 (E2) LOT 24 (EXCEPT THE NORTH 26 FEET THEREOF) AND THE SOUTH 15.5 FEET OF LOT 23 AND THAT PART OF THE NORTH TO SOUTH 20 FOOT ALLEY LYING EAST AND ADJOINING LOT 24 (EXCEPT THE NORTH 26 FEET THEREOF), ALL IN BLOCK 12 IN WINKLEMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 IN E. SIMON SUBDIVISION RECORDED IN 1870 AS DOCUMENT 38849 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1885 AS DOCUMENT 676519, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS

(CONTINUED): PARCEL 2F: 13-35-412-001
LOT 49 (EXCEPT SOUTH 10 FEET THEREOF) IN BLOCK 18 IN CB SIMON'S
RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMON'S SUBDIVISION OF THE
SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1883 AS
DOCUMENT 480546, IN COOK COUNTY, ILLINOIS.

PARCEL 2G: 13-35-412-015
LOT 1 (EXCEPT THE SOUTH 10 FEET THEREOF IN BLOCK 18 IN CB SIMON'S
RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMON'S SUBDIVISION OF THE
SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1883 AS
DOCUMENT 480546, IN COOK COUNTY, ILLINOIS

PARCEL 2H: 13-35-413-001
LOT 49 (EXCEPT THE SOUTH 10.5 FEET THEREOF) IN BLOCK 17 IN AUGUR'S
SUBDIVISION OF BLOCK 17 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF
SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1884 AS DOCUMENT 611817,
IN COOK COUNTY, ILLINOIS.

PARCEL 2I: 13-35-413-018
LOT 1 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 17 IN AUGUR'S
SUBDIVISION OF BLOCK 17 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF
SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN 1884 AS DOCUMENT 611817,
IN COOK COUNTY, ILLINOIS.

PARCEL 2J: 13-35-414-001
LOT 1 (EXCEPT THE SOUTH 7.35 FEET THEREOF) IN BLOCK 16 IN JOHN G.
WETMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E.
SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2K: 13-35-414-007
LOT 48 (EXCEPT THE SOUTH 7.35 FEET THEREOF IN BLOCK 16 IN JOHN G. WETMORE'S
RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E. SIMON'S
SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2L: 13-35-415-001
LOT 49 (EXCEPT THE SOUTH 7.35 FEET THEREOF IN BLOCK 15 IN JOHN G.
WETMORE'S RESUBDIVISION OF BLOCK 16 AND THE WEST 1/2 OF BLOCK 15 IN E.
SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 15, 1882 AS DOCUMENT 413983, IN COOK COUNTY, ILLINOIS

PARCEL 2M: 13-35-415-024

LOT 1 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 15 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED): DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 2N: 13-35-416-001

LOT 51 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 14 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 20: 13-35-416-020

LOT 1 (EXCEPT THE SOUTH 14.5 FEET THEREOF) IN BLOCK 15 IN J.R. LANES RESUBDIVISION OF BLOCK 14 AND EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1888 AS DOCUMENT 1004894, IN COOK COUNTY, ILLINOIS.

PARCEL 2P: 13-35-417-001

LOT 22 (EXCEPT THE SOUTH 17 FEET THEREOF AND EXCEPT THE SOUTH 25 FEET OF THE NORTH 37 FEET THEREOF) IN BLOCK 13 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED 1870 AS DOCUMENT 38849, IN COOK COUNTY, ILLINOIS

PARCEL 2Q: NOT ASSESSED

LOT 1 IN BLOCK 13 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED 1870 AS DOCUMENT 38849, (EXCEPT THAT PART OF LOT 1 FALLING IN THE SUBDIVISION OF THAT PART OF LOT 1 LYING SOUTH OF THE RAILROAD RIGHT OF WAY AND ALL OF LOTS 2, 3, 5, 6, 7 AND 8 SUBDIVISION RECORDED IN 1888 AS DOCUMENT 970229) IN COOK COUNTY, ILLINOIS.

PARCEL 2R: NOT ASSESSED

THAT PART OF THE CROSS STREETS BETWEEN PARCELS 2B THROUGH 2Q, IN SAID SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2S: NOT ASSESSED

THAT PART OF THE EAST 1/2 OF CENTRAL PARK AVENUE, LYING NORTH OF THE NORTH

LINE OF PARCEL 2A, AFORESAID; AND
LYING SOUTH OF THE NORTH LINE OF PARCEL 2B, EXTENDED WEST TO THE
CENTERLINE OF CENTRAL PARK AVENUE, BEING ALSO THE WEST LINE OF THE
SOUTHEAST 1/4 OF SECTION 35, ALL IN THE SOUTHEAST 1/4 OF SECTION 35
TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PARCEL 2T: NOT ASSESSED
THAT PART OF THE WEST 1/2 OF KEDZIE AVENUE,
LYING NORTH OF THE NORTH LINE OF PARCEL 2A AFORESAID, AND
LYING SOUTH OF THE NORTH LINE OF PARCEL 2E, EXTENDED EAST TO THE
CENTERLINE OF KEDZIE AVENUE, BEING ALSO THE EAST LINE OF THE SOUTHEAST
1/4 OF SECTION 35,

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED):

ALL IN THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(EXCEPTING FROM SAID SET OF PARCELS 2A THROUGH 2R, TAKEN AS ONE TRACT OF
LAND, THOSE PORTIONS REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF
CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE
CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING
ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING
LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND
RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858,
LYING SOUTH OF THE NORTH LINE OF THE SOUTH 28 FEET OF THE NORTH 50 FEET OF
THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS)

PARCEL 3:
RIGHT OF WAY FOR BLOOMINGTON STREET ALSO KNOWN AS BLOOMINGDALE STREET AND
BLOOMINGDALE AVENUE ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SECTION
36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS,

SAID RIGHT OF WAY BEING INCLUSIVE OF THE FOLLOWING PARCELS OF

LAND: PARCEL 3A: 13-16-501-001 AND 13-16-501-002
LOTS 29 AND 30 IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION OF
THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING WEST OF CLARKSON
AVENUE, OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1891
AS DOCUMENT 1490706, IN COOK COUNTY, ILLINOIS.

PARCEL 3B: NOT ASSESSED

THAT PART OF NORMAN AVENUE (EXTENSION OF WHAT IS NOW TROY STREET) LYING SOUTH OF THE NORTH LINE OF LOT 29, EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 30, IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF LYING WEST OF CLARKSON AVENUE, OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1891 AS DOCUMENT 1490706; AND LYING NORTH OF THE NORTH LINE OF PARCEL 3E DESCRIBED BELOW, IN COOK COUNTY, ILLINOIS.

PARCEL 3C: 13-36-501-003

LOT 25 IN BLOCK 2 IN DELAMETERS SUBDIVISION OF THE EAST 128.00 FEET OF THE WEST 19 ACRES OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1884 AS DOCUMENT 523563, IN COOK COUNTY, ILLINOIS.

PARCEL 3D: PART OF 13-36-501-004

THE SOUTH 33 FEET OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN AS BLOOMINGTON STREET, ON THE PLAT OF TROWBRIDGE, HURTT, ETC, RECORDED AUGUST 21, 1872 AS DOCUMENT 51139, IN COOK COUNTY, ILLINOIS.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 3E: PART OF 13-36-501-004

THE NORTH 33 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE FOLLOWING PLAT OF JOHNSON AND COX'S SUBDIVISION RECORDED JULY 30, 1883 AS DOCUMENT 484975 AND AS RESUBDIVIDED BY RESUBDIVISION PLAT OF BLOCKS 1 THROUGH 4 RECORDED FEBRUARY 15, 1884 AS DOCUMENT 525545.

PARCEL 3F: NOT ASSESSED

THAT PART OF THE CROSS STREETS AND CROSS ALLEYS LYING NORTH OF THE NORTH LINE OF PARCEL 3E AND SOUTH OF THE NORTH LINES OF PARCEL 3A, 3C AND 3D, EXTENDED BETWEEN SAID PARCELS IN SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3G: NOT ASSESSED

THAT PART OF THE EAST 1/2 OF KEDZIE AVENUE LYING SOUTH OF THE NORTH LINE, EXTENDED WEST TO THE CENTERLINE OF KEDZIE AVENUE BEING ALSO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 36, OF LOT

30 IN THE SUBDIVISION OF BLOCK 4 OF NILS OLSEN'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36; AND, LYING NORTH OF THE NORTH LINE OF THE NORTH 33 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36 ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3H: NOT ASSESSED

THAT PART OF THE WEST 1/2 OF HUMBOLDT BOULEVARD LYING EAST OF THE EAST LINE OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 AND LYING SOUTH OF THE NORTH LINE, EXTENDED EAST TO THE CENTER LINE OF HUMBOLDT BOULEVARD BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, OF THE SOUTH 33 FEET OF SAID EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, AND LYING NORTH OF THE NORTH LINE OF PARCEL 3E AFORESAID, EXTENDED EAST TO THE CENTER LINE OF HUMBOLDT BOULEVARD BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID RIGHT OF WAY, THOSE PORTIONS REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, AND FALLING IN THE SOUTH 28 FEET OF BLOOMINGDALE AVENUE IN THAT PART OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE WEST LINE OF THE NORTH AND SOUTH ALLEY WEST OF NEBRASKA AVENUE (NOW WHIPPLE STREET)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED): AND FALLING IN THE SOUTH 28 FEET AND THE NORTH 6 FEET OF BLOOMINGDALE AVENUE IN THAT PART OF THE SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING EAST OF THE WEST LINE OF THE NORTH AND SOUTH ALLEY, WEST OF NEBRASKA AVENUE (NOW WHIPPLE STREET))

PARCEL 4A: NOT ASSESSED

THAT PART OF THE 66 FOOT WIDE RIGHT OF WAY THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING WEST OF THE EAST LINE OF MOZART STREET, (EXCEPTING THEREFROM THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA

BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858,

AND FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON

AVENUE) PARCEL 4B: NOT ASSESSED

THAT PART OF BLOOMINGTON AVENUE THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF THE FOLLOWING THREE PARCELS TAKEN AS ONE TRACT OF LAND 83 FEET WIDE:

THE 66 FOOT WIDE STREET SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING BETWEEN THE EAST LINE OF MOZART AVENUE AND THE EAST LINE OF THE NORTH TO SOUTH ALLEY EAST THEREOF, EXTENDED NORTH; AND ALSO THE SOUTH 17 FEET OF LOT 12 IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES; AND ALSO

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID LYING EAST OF AND ADJOINING SAID SOUTH 17 FEET OF LOT 12 IN BLOCK 8 AND SOUTH OF THE NORTH LINE OF SAID SOUTH 17 FEET OF LOT 12 EXTENDED EAST TO THE EAST LINE OF SAID ALLEY;

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 4C: PARTLY IN 13-36-323-039 AND MOSTLY NOT ASSESSED.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED):

THAT PART OF BLOOMINGTON AVENUE THROUGH THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF THE FOLLOWING FOUR PARCELS TAKEN AS ONE TRACT OF LAND 94 FEET WIDE: THE 66 FOOT WIDE STREET SHOWN AS BLOOMINGTON ROAD, ON THE HANSBROUGH AND HESS SUBDIVISION RECORDED SEPTEMBER 22, 1869 AS DOCUMENT 26456 IN BOOK 170 PAGE 147, LYING EAST OF THE EAST LINE, EXTENDED NORTH, OF THE NORTH TO SOUTH ALLEY EAST OF MOZART AVENUE AND LYING WEST OF WEST LINE OF CALIFORNIA AVENUE; AND ALSO

THE SOUTH 17 FEET OF LOT 11 IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES; AND ALSO THE NORTH 17 FEET OF LOT 1 IN BLOCK 9 IN HANSBROUGH AND HESS SUBDIVISION AFORESAID. SAID 17 FEET BEING THAT PART OF SAID BLOCK CONVEYED TO THE TOWN OF JEFFERSON IN DEED RECORDED SEPTEMBER 21, 1881 AS DOCUMENT 349178 FOR STREET PURPOSES AND ALSO THAT PART OF THE WEST 1/2 OF CALIFORNIA AVENUE LYING SOUTH OF THE NORTH LINE OF THE SAID SOUTH 17 FEET OF LOT 11 IN BLOCK 8, EXTENDED EAST TO THE CENTERLINE OF CALIFORNIA AVENUE BEING ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36; AND AND LYING NORTH OF THE SOUTH LINE OF SAID NORTH 17 FEET OF LOT 1 IN BLOCK 9, EXTENDED EAST TO THE CENTERLINE OF CALIFORNIA AVENUE BEING ALSO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36,

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON AVENUE)

PARCEL 5: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGTON STREET (NOW BLOOMINGDALE AVENUE) SHOWN ON BORDEN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1857 AS DOCUMENT 85670 BOOK 133/PAGE 34 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGTON AVENUE)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE

A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 6: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY NOW KNOWN AS BLOOMINGDALE AVENUE SHOWN ON W. S. JOHNSTON'S SUBDIVISION RECORDED IN 1855 AS DOCUMENT 63934, OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 7A: NOT ASSESSED

A 63 FOOT WIDE STRIP OF LAND THROUGH THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE WESTERLY LINE OF MILWAUKEE AVENUE COMPRISED OF THE SOUTH 33 FEET OF THE NORTH 1/2 OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AFORESAID AS DEPICTED AS BLOOMINGDALE AVE ON PIERCE'S ADDITION TO HOLSTEIN, RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692 AND THE NORTH 30 FEET OF LOT 1 IN OF ASSESSOR'S SUBDIVISION UNSUBDIVIDED LANDS IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID. (EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET OF BLOOMINGDALE STREET LATER KNOWN AS BLOOMINGDALE AVENUE)

PARCEL 7B-1: 14-31-502-001 (ALSO AFFECTS OP)

LOTS 33, 34, 35, 36, 37 AND 38 IN BLOCK 16 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, (EXCEPTING THEREFROM THAT PART LYING SOUTHERLY OF A LINE PARALLEL TO AND 25 FEET SOUTHERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTERLINE OF THE SOO LINE RAILROAD COMPANY'S MOST NORTHERLY TRACK,) IN COOK COUNTY, ILLINOIS.

PARCEL 7B-2 DELIBERATELY OMITTED

PARCEL 7C: NOT ASSESSED

COMMITMENT FOR TITLE INSURANCE SCHEDULE
A (CONTINUED)

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THAT PART OF MILWAUKEE AVENUE, BETWEEN PARCELS 7A AND 7B-1, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF PARCEL 7A TO THE SOUTHWEST CORNER OF PARCEL 7B-1, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF PARCEL 7A TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 7B-1, SAID POINT BEING 10.00 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF SAID PARCEL 7B-1, IN SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7D: NOT ASSESSED

THAT PART OF THE WEST 1/2 OF LEAVITT STREET IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, LYING NORTH OF THE SOUTH LINE EXTENDED EAST, TO THE CENTERLINE OF LEAVITT STREET BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, OF PARCEL 7B-1 AFORESAID, AND LYING SOUTH OF A LINE, PERPENDICULAR TO THE EAST LINE OF PARCEL 7B-1 AFORESAID AND EXTENDING FROM THE NORTHEAST CORNER OF SAID PARCEL 7B TO THE CENTER LINE OF LEAVITT STREET BEING ALSO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8A 14-31-502-003

THE SOUTH 20 FEET OF LOT 5 IN BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8B: MOST OF 14-31-502-002 (DEED 227769)

ALL THAT PART OF BLOCKS 21 AND 22 IN PIERCE'S ADDITION TO HOLSTEIN, AND THAT PART OF WILMOT AVENUE LYING BETWEEN SAID BLOCKS, IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS CONVEYED IN DEED DATED APRIL 15, 1879 AND RECORDED JUNE 21, 1879 AS DOCUMENT 227769 AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF BLOCK 21, 10 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE PRODUCED SOUTH TO THE CENTER LINE OF THE CHICAGO AND PACIFIC RAILROAD COMPANIES TRACK AS LOCATED ON THE DATE OF DEED; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH AND 10 FEET DISTANT FROM SAID CENTER LINE TO THE EAST LINE OF LEAVITT STREET; THENCE SOUTH ON SAID EAST LINE 20 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH AND 10 FEET DISTANT FROM SAID CENTER LINE TO THE SOUTHEASTERLY LINE OF SAID BLOCK 21; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY LINE TO THE EAST LINE OF SAID BLOCK 21; THENCE NORTH ON SAID EAST LINE TO THE PLACE OF BEGINNING.

AND ALSO

ALL THAT PORTION OF BLOCKS 21 AND 22 AND THAT PART OF WOLCOTT AVENUE LYING BETWEEN SAID BLOCKS IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED):

SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS AND THE VACATED ALLEY LYING BETWEEN BLOCK 20 AND 21 AND LOT 7 IN ASSESSOR'S SUBDIVISION UNSUBDIVIDED LANDS IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AFORESAID CONVEYED IN DEED DATED APRIL 23, 1886 AND RECORDED JUNE 23, 1909 AS DOCUMENT 728987 AND DESCRIBED AS FOLLOWS:
BEGINNING IN THE EAST LINE OF LEAVITT STREET AT A POINT 10.6 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH ALONG SAID EAST LINE OF LEAVITT STREET, 40.17 FEET; THENCE EASTERLY TO A POINT IN THE WEST LINE OF BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN, AFORESAID, THAT IS 71 FEET NORTH OF SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH ALONG SAID WEST LINE OF SAID BLOCK 20, 40.15 FEET; THENCE WESTERLY TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF BLOCKS 21 AND 22 CONVEYED IN DEED 227769)

PARCEL 8C: NOT ASSESSED
THAT PART OF THE EAST 1/2 OF LEAVITT STREET IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, LYING SOUTH OF THE NORTH LINE OF PARCEL 8B AFORESAID, EXTENDED WEST; AND LYING NORTH OF THE SOUTH LINE OF PARCEL 8B AFORESAID, EXTENDED WEST; BOTH EXTENDED TO THE CENTERLINE OF LEAVITT STREET BEING ALSO THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8D: 14-31-502-004

LOT 1 IN BLOCK 4 IN BRADWELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8E: PART OF 14-31-502-005
THE SOUTH 26 FEET OF LOT 5 IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8F: PART OF 14-31-502-006
THE SOUTH 20 FEET OF LOTS 6 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS

DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8G: NOT ASSESSED

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE

A (CONTINUED)

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THE 8 FOOT ALLEY LYING SOUTH OF LOTS 6 THROUGH 20, BOTH INCLUSIVE, IN BLOCK 19 IN PIERCE'S ADDITION AFORESAID.

PARCEL 8H: 14-31-323-015

LOT 25 IN BLOCK 19 IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS

PARCEL 8I PART OF 14-31-502-006 AND 14-31-323-019

THAT PART OF BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO, INCLUDING LOTS 1 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND THAT PART OF THE 8 FOOT ALLEY NORTH OF SAID LOTS 7 THROUGH 21, ALL TAKEN AS ONE TRACT OF LAND, (EXCEPTING FROM SAID TRACT OF LAND THAT PART WHICH LIES SOUTHERLY OF THE NORTH LINES OF THE FOLLOWING DESCRIBED 1989 CONVEYANCE TRACT OF LAND:

1989 CONVEYANCE TRACT:

THOSE PORTIONS OF LOTS 1 AND 2, AND LOTS 7 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTH WEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID, AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL, 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE RUNNING NORTH ALONG THE EAST LINE OF NORTH HOYNE AVENUE TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM THE SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914 BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 2 MINUTES, 10 SECONDS EAST ALONG SAID PARALLEL LINE 205 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO THE SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE NORTH 89 DEGREES, 22 MINUTES, 10 SECONDS EAST ALONG SAID

LAST DESCRIBED LINE, 398.12 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 3 PRODUCED SOUTH 11.6 FEET SOUTH OF THE SOUTH EAST CORNER THEREOF, THENCE NORTH 00 DEGREES. 06 MINUTES, 34 SECONDS EAST ALONG THE SOUTHERLY PRODUCTION AFORESAID OF THE EAST LINE OF SAID BLOCK 3, 103.74 FEET, SAID POINT BEING ON A CURVED LINE CONVEX TO THE NORTH, CONCENTRIC, PARALLEL WITH, A DISTANCE OF 21 FEET SOUTH FROM THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 1385.13 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 273.93 FEET. THE CHORD OF SAID ARC BEING 273.48 FEET HAVING A BEARING OF NORTH 82 DEGREES, 37 MINUTES, 56 SECONDS WEST TO A POINT OF COMPOUND CURVE SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401

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S. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED) :

RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 6661.65 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 332.14 FEET TO THE EAST LINE OF NORTH HOYNE AVENUE, THE CHORD OF SAID ARC BEING 332.11 FEET HAVING A BEARING OF SOUTH 89 DEGREES, 02 MINUTES, 17 SECONDS WEST; SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE SOUTH ON THE EAST LINE OF NORTH HOYNE AVENUE (ALSO BEING THE WEST LINE OF BLOCK 3) 34.85 FEET TO THE POINT OF BEGINNING.)

PARCEL 8J: NOT ASSESSED

THAT PART OF NORTH HOYNE AVENUE BETWEEN THE EAST LINE OF PARCELS 8A AND 8D AND THE WEST LINE OF PARCELS 8E AND 81, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID PARCEL 8D TO THE SOUTHWEST CORNER OF SAID PARCEL 81, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID PARCEL 8A TO THE NORTHWEST CORNER OF SAID PARCEL 8E, IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8K: NOT ASSESSED

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 19, LYING EAST OF AND ADJOINING THE SOUTH 26 FEET OF LOT 5 IN SAID BLOCK 19 AND LYING SOUTH OF THE NORTH LINE OF SAID SOUTH 26 FEET OF SAID LOT 5 IN BLOCK 19, EXTENDED EAST TO THE WEST LINE OF LOT 6 IN SAID BLOCK 19, IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS; AND ALSO

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO LYING EAST OF AND ADJOINING LOT 1 IN SAID BLOCK 3 AND LYING NORTH OF THE SOUTHERLY LINE OF PARCEL 81 AFORESAID, ALL IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1856 AS DOCUMENT 70441, IN COOK COUNTY, ILLINOIS

PARCEL 8L: NOT ASSESSED

THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 19, LYING WEST OF AND ADJOINING LOT 25 IN SAID BLOCK 19 AND LYING SOUTH OF THE NORTH LINE OF SAID LOT 25 IN BLOCK 19, EXTENDED WEST TO THE EAST LINE OF LOT 20 IN SAID BLOCK 19, IN PIERCE'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1854 AS DOCUMENT 55692, IN COOK COUNTY, ILLINOIS; AND ALSO THAT PART OF THE NORTH TO SOUTH 16 FOOT ALLEY IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO LYING WEST OF ADJOINING LOT 22 IN BLOCK 3 AND LYING NORTH OF THE NORTH LINE OF THAT PART OF SAID ALLEY VACATED BY THE ORDINANCE RECORDED MAY 27, 1914 AS DOCUMENT 5425936, ALL IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1856 AS DOCUMENT 70441, IN COOK COUNTY, ILLINOIS

PARCEL 9A: NOT ASSESSED

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BETWEEN THE EAST LINE OF DAMEN AVENUE (FORMERLY KNOWN AS ROBEY STREET) AND THE WEST LINE OF WINCHESTER AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS.

PARCEL 9B: NOT ASSESSED

THAT PART OF LOT 11 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, ACQUIRED IN DEED FROM PULASKI LUMBER CO. RECORDED AUGUST 26, 1913 AS DOCUMENT 5252099 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 39.4 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08 FEET TO A POINT ON THE WEST LINE OF THE LOT, 6.67 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG SAID WEST LINE, 6.67 FEET TO THE POINT OF BEGINNING

PARCEL 9C: NOT ASSESSED

LOT 12 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART OF SAID LOT CONVEYED BY CHICAGO MILWAUKEE AND ST. PAUL RAILWAY COMPANY TO PULASKI LUMBER CO, IN DEED RECORDED AUGUST 5, 1913 AS DOCUMENT 5239454, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 12; THENCE SOUTH 11.23 FEET ALONG THE EAST LINE OF SAID LOT 12; THENCE NORTHWESTERLY ON CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08 FEET TO A POINT ON THE NORTH LINE OF LOT 12, 86 FEET FROM SAID NORTHEAST CORNER; THENCE EAST 86 FEET ALONG SAID NORTH LINE OF THE LOT, TO THE POINT OF BEGINNING.

PARCEL 9D: NOT ASSESSED

THAT PART OF LOT 13 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526 IN COOK COUNTY, ILLINOIS, ACQUIRED IN DEED FROM PULASKI LUMBER CO. RECORDED AUGUST 26, 1913 AS DOCUMENT 5252099 AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF LOT 13, 14.4 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1868.08

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED):

FEET TO A POINT ON THE WEST LINE OF SAID LOT 13, 8.41 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH ON THE WEST LINE OF SAID LOT, 8.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ON THE SOUTH LINE OF SAID LOT, 111 FEET TO THE POINT OF BEGINNING.

PARCEL 9E: NOT ASSESSED

THAT PART OF THE NORTH AND SOUTH 14.7 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 12 AND WEST OF THE WEST LINE OF LOT 13 IN THE SUBDIVISION OF LOTS 30 THROUGH 53, BOTH INCLUSIVE, AND 67 THROUGH 90, BOTH INCLUSIVE, AND VACATED ALLEY IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED BY THE CHICAGO LAND CO RECORDED APRIL 25, 1884 AS DOCUMENT 540526; AND LYING BETWEEN PARCEL 9A AND 9B, SAID ALLEY BEING AS VACATED BY ORDINANCE RECORDED AUGUST 29, 1913 AS DOCUMENT 5254701, ALL IN COOK COUNTY, ILLINOIS.

(EXCEPTING FROM SAID PARCELS 9A, 9B, 9C, 9D AND 9E, TAKEN AS ONE TRACT THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND

THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE AS WIDENED BY PARCELS 9B, 9C, 9D AND 9E)

PARCEL 9F: NOT ASSESSED

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF WINCHESTER AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 9G: NOT ASSESSED

THAT PART OF DAMEN AVENUE, AT THE INTERSECTION WITH BLOOMINGDALE AVENUE, OCCUPIED BY THE BRIDGE WITH THE RAILROAD TRACK AND NORTH OF THE FENCE ALONG SAID TRACK, IN THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10A (NOT ASSESSED)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008932098 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS
(CONTINUED) :

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF PAULINA STREET, AND AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 28 FEET AND THE SOUTH 6 FEET OF BLOOMINGDALE AVENUE)

PARCEL 10B: (NOT ASSESSED)

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF PAULINA STREET, AND WEST OF THE EAST LINE OF MARSHFIELD AVENUE, AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT OF LAND THAT PART REMOVED FROM THE RAILROAD RIGHT OF WAY AREA BY CITY OF CHICAGO ORDINANCE DATED JUNE 27, 1910 AND ASSOCIATED AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO MILWAUKEE & ST. PAUL RAILWAY COMPANY BEING ALSO AS DEPICTED IN THE DEDICATION PLAT VACATION PLAT, WITH CORRESPONDING LIMITS OF THE RIGHT OF WAY FOR SAID RAILWAY, EXECUTED BY SAID RAILWAY AND RECORDED DECEMBER 31, 1913 AS DOCUMENT 5330858, FALLING IN THE NORTH 10 FEET OF BLOOMINGDALE AVENUE)

PARCEL IOC: (NOT ASSESSED)

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMENDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF MARSHFIELD AVENUE, AND AS SHOWN ON SHEFFIELD'S ADDITION TO CHICAGO RECORDED IN 1853, IN COOK COUNTY, ILLINOIS
(EXCEPTING FROM SAID PARCEL THAT PART VACATED BY ORDINANCE RECORDED AUGUST 26, 1927 AS DOCUMENT 9760477 BEING THE NORTH 18 FEET OF BLOOMINGDALE AVENUE LYING SOUTH AND ADJOINING, LOTS 73 TO 83, BOTH INCLUSIVE,
(EXCEPT THE EAST 17 FEET OF LOT 83 TAKEN FOR THE WIDENING OF ASHLAND AVENUE) IN
BLOCK 23 IN THE SUBDIVISION OF BLOCKS 17 THROUGH 23 OF SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED OCT 22, 1856 AS DOCUMENT 76980;
AND
(EXCEPTING FROM SAID PARCEL THAT PART OF ASHLAND AVENUE LYING SOUTH OF THE NORTH LINE OF SAID NORTH 18 FEET EXTENDED EAST AND NORTH OF THE SOUTH LINE OF SAID NORTH 18 FEET EXTENDED EAST, BOTH EXTENDED TO THE CENTERLINE OF ASHLAND AVENUE BEING ALSO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31),
AND
(EXCEPTING FROM SAID PARCEL THAT PART VACATED BY ORDINANCE RECORDED DECEMBER 16,

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CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINU

ED) :

1929 AS DOCUMENT 10555181 BEING THE SOUTH 18 FEET OF BLOOMINGDALE AVENUE LYING NORTH AND ADJOINING LOTS 1 THROUGH 11, BOTH INCLUSIVE, (EXCEPT THE EAST 17 FEET OF LOT 1 TAKEN FOR THE WIDENING OF ASHLAND AVENUE) IN KEENAN'S SUBDIVISION OF BLOCK 24 OF SHEFFIELD'S ADDITION TO CHICAGO ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1855 AS DOCUMENT 59574); AND
(EXCEPTING FROM SAID PARCEL THAT PART OF ASHLAND AVENUE LYING NORTH OF THE SOUTH LINE OF SAID 18 FEET EXTENDED EAST AND LYING SOUTH OF THE NORTH LINE OF SAID 18 FEET EXTENDED EAST, BOTH EXTENDED TO THE CENTER LINE OF ASHLAND AVENUE BEING ALSO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 31)

PARCEL 10D: NOT ASSESSED

THAT PART OF NORTH PAULINA STREET BETWEEN PARCEL 10A AND PARCEL 10B, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID PARCEL 10A TO THE SOUTHWEST CORNER OF SAID PARCEL 10B, AND LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID PARCEL 10A TO THE NORTHWEST CORNER OF SAID PARCEL 10B, IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE 66 FOOT WIDE RIGHT OF WAY FOR BLOOMINGDALE ROAD NOW KNOWN AS BLOOMINGDALE AVENUE THROUGH THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE WESTERLY LINE OF THE 99 FOOT RIGHT OF WAY FOR CHICAGO ST. PAUL AND FOND DE LAC RAILROAD NOW UNION PACIFIC RAILROAD COMPANY, AS SHOWN ON THE PLAT OF SHEFFIELD'S ADDITION TO THE CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED RECORDED IN 1853 (EXCEPT THE NORTH 18 FEET OF SAID RIGHT OF WAY SOUTH OF AND SOUTHEASTERLY OF AND ADJOINING LOT 8 IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO AS VACATED BY ORDINANCE RECORDED JAN 19, 1913 AS DOCUMENT 10830151)

PARCEL 12: (13-36-310-045)

THE EAST 141.7 FEET OF LOT 24 WHICH CAN ALSO BE DESCRIBED AS LOT 24 (EXCEPT THE WEST 12 FEET THEREOF) IN BLOCK 3 OF ALVA TROWBRIDGE AND OTHERS SUBDIVISION OF THE EAST 19 ACRES OF THE WEST 38 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL 13: (13-36-322-018)

THE NORTH 1/2 OF LOT 1 IN BLOCK 10 IN HANSBROUGH & HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION KIMBALL PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

A PART OF BLOCK 10 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 123.86 FEET WEST OF THE WEST LINE OF SPAULDING AVENUE AND 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST 63.62 FEET TO A POINT 15.15 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 AND ON THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY; THENCE IN A SOUTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF BLOCK 10 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF THE FORMER CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE CENTERLINE OF THE ALLEY IN SAID BLOCK 10; THENCE NORTH 23.47 FEET ALONG THE CENTERLINE OF SAID ALLEY THENCE NORTHWESTERLY TO A POINT 10.68 FEET TO A POINT 10.00 FEET WEST OF THE CENTERLINE OF SAID ALLEY AND 27.11 FEET NORTH OF SAID NORTH RIGHT OF WAY LINE; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 1006.84 FEET, A CHORD DISTANCE OF 64.23 FEET (SAID CHORD HAVING A BEARING OF NORTH 74 MINUTES, 31 DEGREES AND 58 SECONDS WEST) TO A POINT; THENCE WESTERLY ON A CURVE CONCAVE SOUTHERLY, WITH A RADIUS OF 355.16 FEET, A CHORD DISTANCE OF 66.01 FEET (SAID CHORD HAVING A BEARING OF NORTH 81 MINUTES 41 DEGREES 35 SECONDS WEST) TO A POINT; THENCE NORTH 87 MINUTES 01 DEGREES 33 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 10; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 10 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ADDRESS: 1805 N. KIMBALL, CHICAGO, ILLINOIS

PIN: 13-35-409-032-0000 13-35-409-040-0000

EXHIBIT C

LEGAL DESCRIPTION MILWAUKEE/LEAVITT PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

ALL THAT PART OF LOTS 35, 36, 37 AND 38, BLOCK 16, PIERCE'S ADDITION TO HOLSTEIN IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS LYING SOUTHERLY OF A LINE PARALLEL TO AND DISTANT 25 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO THE CETERLINE OF SOO LINE RAILROAD COMPANY'S MOST NORTHERLY TRACK.

ADDRESS: 1759 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS

14-31-502-001-0000

EXHIBIT D-1

LEGAL DESCRIPTION OF YMCA PARCEL

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

THAT PART OF LOT 73 IN J.R. LANE'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD WITH THE EAST RIGHT OF WAY LINE OF RIDGEWAY AVENUE; THENCE NORTH 01 DEGREES 42 MINUTES 00 SECONDS WEST, 4.20 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 66 DEGREES 40 MINUTES 13 SECONDS EAST, 1.29 FEET TO A CONCRETE RETAINING WALL LOCATED ON THE DATE OF JANUARY 04TM, 2013; THENCE CONTINUING NORTH 66 DEGREES 40 MINUTES 13 SECONDS EAST, 65.85 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 39 DEGREES 44 MINUTES 29 SECONDS EAST, 27.30 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 48 DEGREES 43 MINUTES 03 SECONDS WEST, 0.38 FEET ALONG SAID RETAINING WALL; THENCE SOUTH 41 DEGREES 16 MINUTES 57 SECONDS EAST, 10.58 FEET ALONG SAID RETAINING WALL TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH 88 DEGREES 54 MINUTES 22 SECONDS WEST, 85.67 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE PARCEL DESCRIBED HEREIN CONTAINS 1,399 SQ. FT. MORE OR LESS.

PIN: 13-35-312-001-0000 (PART OF)

EXHIBIT D-2 DEPICTION OF YMCA PARCEL

(ATTACHED)

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EXHIBIT E

LEGAL DESCRIPTION OF METRA RAIL LINE

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1

THAT PART OF PROPERTY LYING WEST OF THE WESTERLY LINE OF LAWNSDALE AVENUE DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF J.R. LANE'S SUBDIVISION RECORDED AS DOCUMENT 1578443, AND SAID SOUTH LINE EXTENDED EAST (EXCEPT THAT PART LYING WEST OF THE EAST LINE OF RIDGEWAY AVENUE, AND ALSO EXCEPT THAT PARTY LYING EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID EAST LINE ALSO BEING THE CENTERLINE OF LAWNSDALE AVENUE), IN COOK COUNTY, ILLINOIS;

TOGETHER WITH:

THE SOUTH 50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART

LYING WEST OF THE SAID CENTERLINE OF LAWNSDALE AVENUE), IN COOK COUNTY, ILLINOIS.

PIN: 13-35-500-001-0000 (PART OF)

PARCEL 2

THAT PART OF REID'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTHWESTERLY OF A LINE 15 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY FACE OF THE SOUTHEASTERLY CURVED TRACK AS IT EXISTED IN 1891, OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD, SAID CURVE BEING CONVEX NORTHWESTERLY FROM SAID SUBDIVISION INCLUDING ALL OF LOT C IN BLOCK 3 AND ALL OF LOT 46 IN BLOCK 3 AND PARTS OF LOTS 1, 45 AND 44 IN SAID BLOCK 3 AND THE VACATED ALLEY LYING BETWEEN SAID LOTS 1 AND 44 THROUGH 46, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 3 OF SAID SUBDIVISION WHICH CORNER IS THE BEGINNING OF 14 DEGREE CURVE TO THE LEFT WITH ITS TANGENT ALONG THE NORTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID 14 DEGREES CURVE 11 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE PROPERTY OF THE RAILROAD AND THE TRUE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING WESTERLY

ALONG SAID 14 DEGREE CURVE FOR A DISTANCE OF 86.86 FEET TO THE BEGINNING OF AN 11 DEGREES 28 MINUTES CURVE TO THE LEFT AND TANGENT TO SAID 14 DEGREE CURVE AT SAID LAST MENTIONED POINT; THENCE WESTERLY ON SAID 11 DEGREES 28 MINUTES CURVE TO THE LEFT 117.56 FEET TO A POINT IN THE NORTH PROLONGATION OF THE WEST LINE OF NORTH RIDGEWAY AVENUE DISTANT 518.72 FEET NORTH OF INTERSECTION OF SAID STREET LINE WITH THE NORTH LINE WABANSIA AVENUE; THENCE SOUTH ALONG THE NORTH PROLONGATION OF THE WEST LINE OF SAID NORTH RIDGEWAY AVENUE 91.52 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEASTERLY BOUNDARY LINE OF SAID RAILROAD PROPERTY; THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING).

PIN: 13-35-319-040-0000

PARCEL 3

LOT 1 IN BLOCK 3 IN REID'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 1 LYING NORTHWESTERLY OF A LINE 15 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY FACE OF THE SOUTHEASTERLY CURVED TRACK AS IT EXISTED IN 1891, OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD, SAID CURVE BEING CONVEX NORTHWESTERLY FROM SAID SUBDIVISION) IN COOK COUNTY, ILLINOIS.

PIN: 13-35-319-014-0000

**EXHIBIT F INTERGOVERNMENTAL AGREEMENT (ATTACHED)
INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE LEASE AND SHARED**

MAINTENANCE OF THE BLOOMINGDALE TRAIL

(Above Space For Recorder's Use Only)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of the _____ day of _____, 2013, by and between the Chicago Park District (the "District"), an Illinois municipal corporation, and the City of Chicago (the "City"), an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Transportation ("CDOT"), Department of Housing and Economic Development ("DHED") and Department of Cultural Affairs and Special Events ("DCASE"). Each of the foregoing is hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Section 10, Article VII of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages cooperative agreements between units of Illinois's state and local government; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 authorizes and provides for municipalities to convey, grant or transfer real estate, or interests therein, held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, the City has acquired the approximately 2.8 mile long, former Canadian Pacific Railway rail line, originally located at grade level, and subsequently relocated atop an embankment built within certain City right of way within West Bloomingdale Avenue between North Ridgeway Avenue on the west and North Ashland Avenue on the east, in Chicago, Illinois, as legally described and depicted on Exhibit A-1 and Exhibit A-2, respectively, to this Agreement (together with the easement interest to be acquired by the City in the METRA property to the west of North Lawndale Avenue to Ridgeway Avenue, the "Bloomingdale Property"); and

WHEREAS, certain District-owned property adjacent to the Bloomingdale Property, and certain additional land which the City anticipates acquiring after the date of this Agreement, all of which is legally described and depicted on Exhibit B-1 and Exhibit B-2, respectively, shall

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serve as entrance parks and points of access to enable the general public to get from street level to the top of the embankment on the Bloomingdale Property (collectively, the "Access Parks"); and

WHEREAS, a series of ramps, as depicted on Exhibit C to this Agreement (such improvements, the "Connecting Improvements"), shall connect the street level Access Parks to the top of the embankment on the Bloomingdale Property; and

WHEREAS, prior to the date hereof, (a) the District, the City, and the Trust For Public Land ("TPL") have cooperated in funding certain pre-development and design work related to (a) the acquisition of the Bloomingdale Property and the Access Parks, (b) the rehabilitation and adaptive reuse of the existing rail line embankment for public park and open space purposes (the "Public Park"), (c) the rehabilitation (or

replacement) of the bridges, viaducts and overpasses located along such embankment (such spanning structures, the "Overpass Improvements"), (d) development of the Public Park, Access Parks, the Connecting Improvements, the Overpass Improvements, and certain ancillary improvements in adjacent public right of way ((b), (c) and (d), collectively, the "Bloomingdale Improvements"); and

WHEREAS, the City is preparing to commence construction of the Bloomingdale Improvements, which construction shall be financed in part with (a) certain grant funds provided by the Federal Highway Administration pursuant to that certain [DESCRIBE AGREEMENT] (the "FHWA Grant Agreement"), which funds are conditioned upon the City's compliance with the obligations set forth in the FHWA Grant Agreement (the "FHWA Obligations"); and

WHEREAS, upon the completion of the Bloomingdale Improvements (such date, the "Completion and Commencement Date"), the City shall lease the Bloomingdale Property to the District, and the District shall lease such property from the City, for a period of twenty-five (25) years, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City and District further desire to set forth herein their agreement regarding the ongoing maintenance, repair and replacement of the Bloomingdale Improvements and the operation of the Public Park and the Access Parks, after such lease and such conveyances; and

WHEREAS, by resolution adopted on _____, 2013, the Board of Commissioners of the District has authorized the execution of this Agreement by the District's General Superintendent (the "Superintendent") and the District's performance of its obligations hereunder; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City on _____, 2013, and published at pages _____ to _____ in the Journal of Proceedings of the City Council of such date, the City has authorized the execution of this Agreement by the Commissioner of Transportation (the "Commissioner") and the City's performance of its obligations hereunder; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the Parties agree as follows:

SECTION 1. GRANT. Effective as of the Completion and Commencement Date, the City hereby leases to the District, and the District hereby leases from the City (and, as to the METRA property described in the above Recitals, the City hereby grants to the District the use

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rights granted to the City and the District by METRA, and the District hereby accepts such use rights), the Bloomingdale Property, together with the Bloomingdale Improvements, the Connecting Improvements, the Overpass Improvements, and all improvements constructed on the Bloomingdale Property and appurtenant to the Public Park (the "Premises"). The Parties shall document the Completion and Commencement Date by written agreement ("Memorandum of Lease"), which shall be recorded against the Bloomingdale Property to give record notice of the commencement date of this Agreement.

SECTION 2. TERM. The term of the lease ("Term") shall commence on the Completion and Commencement Date and shall end twenty-five (25) years after such Completion and Commencement Date ("Expiration Date"), unless sooner terminated as set forth herein.

SECTION 3. RENT. The District shall pay the City One and No/100 Dollars (\$1.00) as base rent for the Premises and, as additional consideration, shall perform the District's maintenance, repair and operation obligations under this Agreement.

SECTION 4. NO TAXES. The City and District intend that the lease of the Premises be free from all general real estate, leasehold, excise, sale, personal property and other taxes and levies.

SECTION 5. UTILITIES. The District shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises. Notwithstanding the foregoing, the City shall cause meters to be installed (if feasible) and pay when due all electricity and power charges related to the lighting of the underside of the bridges, viaducts and overpasses comprising the Overpass Improvements, and related to any street lights located at grade level within any public right-of-way constituting a portion of the Bloomingdale Property.

SECTION 5. CONSTRUCTION The City shall construct the Bloomingdale Improvements according to the plans and specifications agreed upon by both the District and the City, and in accordance with regulations and standards promulgated by the Illinois Department of Transportation ("IDOT"). The City shall make available to the designated District project manager all progress updates on construction, as well as extend access to any regularly scheduled construction progress meetings. The City shall provide the District with up to three (3) sets of as-built drawings upon the completion of the Bloomingdale Improvements in the format requested by the District.

SECTION 6. CONDITION OF PREMISES; ADDITIONS; SURRENDER. The District shall accept the Premises in its "as is" condition on the Completion and Commencement Date, subject, however, to the City's prior construction and substantial completion of the Bloomingdale Improvements, and such punch-list items as the City and the District may agree to in writing. Upon the completion of all punch list items and after the conclusion of a final walkthrough, the District shall take possession of the Premises. The City covenants and agrees that the District, upon observing and keeping the covenants, agreements and conditions of this Agreement on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or interference by the City or by any person or persons claiming under the City.

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SECTION 7. DUTY TO MAINTAIN PREMISES. The District shall, at the District's expense, maintain the Premises, excluding the Overpass Improvements, in good condition and repair, in a manner consistent with all other similarly situated District properties, and in compliance with all applicable federal, state and local laws, including the provisions of the Municipal Code of the City of Chicago ("Laws") and in accordance with the FHWA Obligations. The District agrees to, maintain all park features, including trail and pathways, trees and landscapes, fences and railings, site furnishings, lighting, signage and irrigation. Maintenance includes cleaning and routine repairs but does not include major rehabilitations, replacements or other capital improvements. If the District refuses or neglects to make needed repairs within thirty (30) days after mailing of written notice thereof sent by the City, unless such repair cannot be remedied within thirty (30) days, and the District shall have commenced and is diligently pursuing all necessary action to remedy such repair, the City is authorized to make such repairs and the District will within thirty (30) business days of demand reimburse the City for the reasonable cost thereof or City can immediately terminate this Agreement by providing the District with written notice of termination for cause. The City shall at all times have a right of access to the Premises for the purpose of inspecting and making repairs to the Premises.

The District shall not operate or use the Premises in a manner that would violate any Law. The District further covenants not to do or suffer any waste or damage to the Premises. Any use of the Premises must be limited to the operation of a public park, and ancillary activities thereto, including, without limitation, pedestrian and bike trails (but no truck, car, motorcycle or other vehicle usage except for emergency and maintenance vehicles), landscaping, gardening, art installations and activities, performances, concessions, educational activities, and historic preservation activities. No use of the Premises shall be made that would include direct

or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. The District shall not use said Premises for political or religious activities. The District agrees that in utilizing said Premises that it shall not discriminate against any member of the public in a protected class described under the Chicago Human Rights Ordinance, Municipal Code Chapter 2-160-010 et seq., or any protected class under any federal or state human rights or civil rights laws.

The District shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary to the operation of the public park, provided that any such alterations, additions and improvements shall be in full compliance with applicable Laws and provided that the District has obtained the prior written consent of City to any change that materially changes any design feature, materially and adversely impacts any neighboring private property, materially alters any access point, or changes the hours of operation for the Public Park.

Notwithstanding the above, the City shall be obligated to maintain, repair and, if necessary, replace, the concrete embankment walls, bridges, support structures, and other infrastructure within the public right-of-way, including ramps and stairs, and the Overpass Improvements (including any lighting fixtures appurtenant thereto). Apart from such work, the City shall have no maintenance, repair or replacement obligations with respect to the Premises.

SECTION 8. ASSIGNMENT, SUBLEASE. AND LIENS. The District shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof without the written consent of City, which shall be in the City's sole discretion, and which shall be subject to the approval of the City Council of the City. Notwithstanding any applicable limitations of law that bar the attachment of liens to publicly-owned real property, the District shall not cause or permit any lien or encumbrance, whether created by act of the District, operation of law or otherwise, to

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attach to or be placed upon City's title or interest in the Premises, or to the District's leasehold interest.

SECTION 9. INSURANCE. The District shall procure and maintain at all times, at the District's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, if applicable, insuring all operations related to the lease and operation of the Premises, or the District may self-insure for the same types and amounts.

The kinds and amounts of insurance required are as follows:

a) **Workers Compensation and Employers Liability Insurance.** As a government entity, the District is self-insured in the entirety for Worker's Compensation in accordance with the laws of the State of Illinois.

b) **Commercial Liability Insurance. (Primary and Umbrella).** The District maintains self-insurance to the amount of \$1,500,000.00 as primary insurance. The District also maintains excess insurance coverage from \$1,500,000.00 to \$25,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Agreement.

c) **Automobile Liability Insurance. (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the District shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

d) **All Risk Property Insurance.** All risk property insurance coverage shall be maintained by the

District for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as loss payee. The District shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the District. The District maintains all-risk insurance in the amount of \$25 million.

e) All Risk Builders Risk Insurance. When the District undertakes any construction, including improvements, betterments, and/or repairs, the District shall provide (or require contractors to carry) All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as loss payee.

The District will make available to the City of Chicago, Department of Transportation, 30 North LaSalle Street, Suite 1100, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage, where applicable, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in

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compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the District shall not be deemed to be a waiver by the City. The District shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance shall not relieve the District of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate the Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the District.

The District agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The District expressly understands and agrees that any coverages and limits furnished by the District shall in no way limit the District's liabilities and responsibilities specified within this Agreement or by law.

The District expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the District under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago Risk Management Department maintains the right to reasonably modify, delete, alter or change these requirements, upon consultation and agreement in writing by the District.

SECTION 10. INDEMNIFICATION. The District shall defend, indemnify, keep and hold harmless the Indemnitees (as defined below) from and against any and all Losses related to (a) injury or death to any person, (b) damage or destruction of any property, and (c) the District's failure to pay or materially perform, or

cause to be paid or materially performed, any of its covenants and obligations as and when required under this Agreement, except to the extent any such Losses result, in whole or in part, directly or indirectly, from the default or negligent or wrongful acts or omissions of the Indemnitees or any one of them.

"Indemnitees" means, collectively, the City, and its respective officers, representatives, elected and appointed officials, agents and employees.

"Losses" means, individually and collectively, actual liabilities of every kind, including actual losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), including due to third party claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of the District, its employees, agents, contractors and subcontractors, or otherwise arising out of the rights and obligations of such

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parties hereunder. "Losses" shall not include, however, special, consequential, punitive or indirect damages.

At the City Corporation Counsel's option, the District must defend all suits brought upon all such Losses against the City and must pay all reasonable costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the District of any of its obligations under this Agreement. The District shall have the right to select the counsel to defend such suit, subject to the City's reasonable consent. The District, if not named a party, may seek to intervene in such suit in order to defend against such claim for Losses. Any settlement must be made only with the prior written consent of the City Corporation Counsel if the settlement requires any payment or action on the part of the City.

This Section does not imply a waiver of the Illinois Tort Claims Immunity Act, 745 ILCS (10).

SECTION 11. DAMAGE OR DESTRUCTION. If the Premises are damaged or destroyed by fire or other casualty so as to be permanently unusable for public park purposes, the District shall have the option to declare this Agreement terminated as of the date of such damage or destruction by providing each other City written notice to such effect.

SECTION 12. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS.

a) No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises, or contracts related thereto, nor shall any such official, employee, or member participate in making or in any way attempt to use his position to influence any City governmental decision or action with respect to this Agreement.

b) The City and the District shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 13. MISCELLANEOUS.

(a) All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by the District to City shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return

receipt requested, postage prepaid addressed to City as follows:

Commissioner
Department of Transportation City of Chicago
30 North LaSalle Street, Suite 1100 Chicago, Illinois
60602 Tel: (312) 744-3600

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Fax No.: (312) 744-1200

or at such other place as City may from time to time designate by written notice to the District. All notices, demands, and requests by City to the District shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the District as follows:

General Superintendent Chicago Park
District 541 N. Fairbanks Court
Chicago, Illinois 60611 Tel: (312) 742-
4300 Fax No.: (312) 742-5328

or at such other place as the District may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon the District by City, or upon City by the District, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

b) If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

c) This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois.

d) All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto. The Parties shall have administrative discretion to make such amendments as may be necessary to modify this Agreement to better maintain and operate the Premises in a manner that promotes public use and enjoyment, public safety, and a cooperative and compatible relationship with private parties whose properties are adjacent to the Premises.

e) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

f) The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors, and assigns.

g) The Parties executing this Agreement hereby represent and warrant that they are the duly authorized and acting representatives of City and the District respectively and that by their execution of this Agreement, it became the binding obligation of City and the District respectively, subject to no contingencies or conditions except as specifically provided herein.

This Agreement has been authorized by (i) Board Resolution _____ adopted on _____,

2013 by the District, and (ii) by the ordinance adopted by the City Council of the City on _____, 2013 and published in the Journal of Proceedings for such date at pages _____.

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(h) When a period of time is provided in this Agreement for either Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

(i) All Bloomingdale Improvements and all improvements made on the demised Premises after the date of this Agreement shall revert back to the City at the termination of this Agreement.

(j) The recitals set forth at the start of this Agreement, and the Exhibits attached hereto, are incorporated herein and made a part hereof and constitute a material part of this Agreement.

(k) The Parties agree that this Agreement is solely for the benefit of the Parties and nothing herein is intended to create any rights or remedies for any persons other than the Parties.

(l) The City hereby designates the Commissioner of the Department of Transportation as its primary contact in all matters under this Agreement, at the address set forth in Section 13(a) above. The District hereby designates its General Superintendent as its primary contact in all matters under this Agreement, at the address set forth in Section 13(a) above.

(m) This Agreement may be executed in counterparts, and original signature pages from such counterparts attached, to constitute an original execution copy of this Agreement.

(n) This Agreement may be terminated at any time upon mutual agreement of the Parties.

SECTION 14. SIGNAGE. The District may not install or affix any signage to the Premises (except for customary park signage that does not mention any third parties or persons, whether donors, sponsors, or advertisers) without the prior written consent of the City. The City shall have the right to install and affix such signage as the City desires onto the concrete embankments supporting the Bloomingdale Improvements and onto the Overpass Improvements, including, without limitation, signage that identifies the Premises, as well as signage identifying donors, sponsors and third-party advertising. The City shall coordinate its installation of signage with the installation of artworks pursuant to Section 15 below. Any income or revenues attributable to signage identifying donors to or sponsors of the Premises, or a portion thereof (whether consented-to District signage, or City signage), shall be segregated and spent on the ongoing maintenance, repair and operation of the Premises.

SECTION 15. ARTISTIC IMPROVEMENTS. The District may not install or affix any artistic improvements to the Premises without the prior written consent of DCASE. The District and DCASE shall cooperate in identifying appropriate locations for permanent and temporary displays of artworks on the Premises, and shall enter into an agreement regarding maintenance of such artworks and development of cultural and arts programming.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and first above written.

THE CITY OF CHICAGO, a municipal corporation and home rule unit
of government,

By: Gabe Klein
Commissioner of Transportation

By: Andrew Mooney
Commissioner of Housing and Economic Development

By: Michelle T. Boone

Commissioner of Cultural Affairs and Special Events APPROVED AS TO

FORM AND LEGALITY:

By: Deputy Corporation Counsel

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By: Michael Kelly
General Superintendent and CEO

APPROVED AS TO FORM AND LEGALITY:

By: First Deputy General Counsel

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Mooney, the Commissioner of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of _____, 2013.

NOTARY PUBLIC

STATE OF ILLINOIS) COUNTY OF COOK

) SS.)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gabe Klein, the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of _____, 2013.

NOTARY PUBLIC

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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 Michelle T. Boone, the Commissioner of Cultural Affairs and Special Events of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of _____, 2013.

NOTARY PUBLIC

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STATE OF ILLINOIS) COUNTY OF COOK

) SS.)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael P. Kelly, the General Superintendent and CEO of the Chicago Park District, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said General Superintendent and CEO, he signed and delivered the foregoing instrument pursuant to authority given by the Chicago Park District as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2013.

NOTARY PUBLIC

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EXHIBIT A-1

LEGAL DESCRIPTION OF BLOOMINGDALE PROPERTY

[See Attachment]

EXHIBIT A-2 DEPICTION OF BLOOMINGDALE PROPERTY

[See Attachment]

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EXHIBIT B-1 LEGAL DESCRIPTION OF ACCESS PARKS

[See Attachment]

EXHIBIT B-2 DEPICTION OF ACCESS PARKS

[See Attachment]

EXHIBIT C

DEPICTION OF CONNECTING IMPROVEMENTS

[See Attachment]

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

February 13, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an Intergovernmental Agreement with the Chicago Park District pertaining to the Bloomingdale Trail.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

City Council - City of Chicago City Hall, Room 200 121 North LaSalle Street
Chicago, Illinois 60602 Telephone: (312) 744-6102 Fax: (312) 744-0770 rsuarez@cityofchicago.org <<mailto:rsuarez@cityofchicago.org>>

RAY SUAREZ

Alderman, 31 st Ward

Vice Mayor - City of Chicago

4502 West Fullerton Avenue Chicago, Illinois 60639 Telephone: (773) 276-9100 Fax: (773) 276-2596

www.ward31.com <<http://www.ward31.com>>

Committee Memberships:

Housing and Real Estate (Chairman)

Committees, Rules and Ethics (Vice-Chairman)

Aviation

Budget and Government Operations Finance

Transportation and Public Way Workforce Development and Audit Zoning, Landmarks and Building Standards

**March 13,2013
CHICAGO,
ILLINOIS**

TO THE PRESIDENT AND MEMBERS OF THE CITY COUNCIL:

**Your Committee on Housing and Real Estate which was referred an ordinance by the
Department
of Housing and Economic Development authorizing the execution of an
Intergovernmental
Agreement with the Chicago Park District for the Bloomingdale Trail Improvements.
(02013-1087) 1st, 26th, & 32nd WARDS**

Having the same under advisement, begs leave to report and recommend that Your

Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the joint committee present with no dissenting votes.

Committee on Housing & Real Estate

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