



Office of the City Clerk

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

Legislation Details (With Text)

File #: O2020-3959
Type: Ordinance **Status:** Passed
File created: 7/22/2020 **In control:** City Council
Final action: 9/9/2020

Title: Amended and restated conservation easement agreement with Openlands for acreage between N Pulaski Rd, N Central Park Ave, W Petersen Ave and W Bryn Mawr Ave within North Park Village

Sponsors: Lightfoot, Lori E.

Indexes: Easement

Attachments: 1. O2020-3959.pdf

Date	Ver.	Action By	Action	Result
9/9/2020	1	City Council	Passed	Pass
8/26/2020	1	Committee on Housing and Real Estate	Recommended to Pass	
7/22/2020	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 22, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a conservation easement agreement with Openlands.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

•4

ORDINANCE

WHEREAS, the City of Chicago ("Grantor") is the owner in fee simple absolute of certain real property located between Pulaski Road, Central Park Avenue, Petersen Avenue and Bryn Mawr Avenue, which is commonly known as "North Park Village" (hereinafter called the "Protected Property"); and

WHEREAS, a Grant of Conservation Right in the Form of an Easement dated February 16, 1989 ("Original Easement") was executed by Grantor and recorded in Cook County, Illinois as Document 89235785, which Original Easement conveyed a conservation right pursuant to the Illinois Conservation Rights Act (765 ILCS 120.0.01-120/6)("the Act") to the Corporation for Open Lands ("CorLands") on the Protected Property; and

WHEREAS, a revised plat was filed and recorded on August 4, 1999 in Cook County, Illinois as Document 99741664, which amended the legal description of the Protected Property; and

WHEREAS, in 2010, CorLands merged with Openlands, an Illinois not-for-profit corporation ("Grantee"), and all conservation easements previously held by CorLands were transferred to Grantee, including the Original Easement and amended plat; and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit corporation under the laws of the State of Illinois, which qualifies under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic and open space condition; and

WHEREAS, consistent with the aforesaid purposes, Grantor has established a policy to preserve and protect certain portions of the Protected Property; and

WHEREAS, the Protected Property has significant natural, scientific, educational, cultural, scenic, recreational, and aesthetic value in its present state to the general public; and

WHEREAS, the Protected Property is presently improved with a variety of uses including a nature center, an active recreational park, and various buildings, roads and other infrastructure associated with the operation of the site; and

WHEREAS, Grantor desires and intends to preserve and protect the public open space areas as currently located on the Protected Property; and

WHEREAS, Grantor further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views from public open space lands and public highways, be preserved and maintained; and

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 22, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a conservation easement agreement with Openlands.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

WHEREAS, Grantor and Grantee, by the conveyance to the Grantee of a conservation right in the form of an easement as contemplated under the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Act 80-584 (Illinois Revised Statutes, Chapter 30, Section 401, et seq.) as amended from time to time (hereinafter called the "Property Conservation Act"), on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of a proposed Amended and Restated Easement in substantially the form attached hereto as an exhibit; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property and the scenic, aesthetic and special natural character of the Protected Property, and have the common purpose of conserving the natural values of, and the visual and site access to, the Protected Property by the general public by the conveyance of a conservation easement, over and across certain portions of the Protected Property; and

WHEREAS, the Grantee is acquiring the conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out in the Amended and Restated Easement; and

WHEREAS, the Protected Property has a variety of associated conservation uses, as a result of which

the terms and conditions contained in the Amended and Restated Easement are divided into seven zones, each zone being separately described and each zone containing restrictions and covenants relating to the future uses within each zone under the terms of the Amended and Restated Easement; and

WHEREAS, Grantor wishes to amend and restate the Original Easement so as to better define allowable uses; render the duration of the conservation easement to be permanent; and further clarify the parties' agreement; and

WHEREAS, Grantor and Grantee also wish to reaffirm, amend and restate the Original Easement for the purpose of strengthening the conservation protection of the Protected Property in accordance with and pursuant to Grantee's policies and the approval of Grantee's Board of Directors; 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. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, the Amended & Restated Easement. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amended and Restated Easement, with such changes, deletions and insertions as shall be approved by the Commissioner. The Commissioner or a designee thereof is each also authorized to reimburse Grantee in an amount not to exceed \$35,250

2

from duly appropriated funds for Grantee's costs and expenses incurred in connection with the matters contemplated herein.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

3

EXHIBIT - AMENDED AND RESTATED EASEMENT

4

AMENDED AND RESTATED GRANT OF CONSERVATION RIGHT IN THE FORM OF
AN EASEMENT

THIS AMENDED AND RESTATED GRANT OF CONSERVATION RIGHT AND EASEMENT ("Amended and Restated Easement") is made as of this ^_ day of , 2020, by THE CITY OF CHICAGO, a home rule municipality of the State of Illinois ("Grantor"), in favor of OPENLANDS, an Illinois not-for-profit corporation, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple absolute of certain real property legally described on Exhibit A attached hereto and made part hereof, and shown and further described on Exhibit B attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, a Grant of Conservation Right in the Form of an Easement ("Original Easement") dated

February 16, 1989, and recorded in Cook County, Illinois as Document 89235785, conveyed a conservation right pursuant to the Illinois Conservation Rights Act (765 ILCS 120.0.01-120/6) ("the Act") to the Corporation for Open Lands ("CorLands") on the Protected Property; and

WHEREAS, this Amended and Restated Grant of Conservation Right in the Form of an Easement is referred to herein as this "Amended and Restated Easement" or this "Easement."

WHEREAS, a revised plat was recorded on August 4, 1999 in Cook County, Illinois as Document 99741664, which amended the legal description of the Protected Property, as reflected in the attached Exhibits A and B; and

WHEREAS, in 2010, CorLands merged with Grantee, and all conservation easements previously held by CorLands were transferred to Grantee, including the Original Easement; and

WHEREAS, Grantee is a publicly supported, tax-exempt, non-profit corporation under the laws of the State of Illinois, which qualifies under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic and open space condition; and

WHEREAS, consistent with the aforesaid purposes, Grantor has established a policy to preserve and protect certain portions of the Protected Property, which is commonly known as "North Park Village"; and

WHEREAS, the Protected Property has significant natural, scientific, educational, cultural, scenic, recreational, and aesthetic value in its present state to the general public; and

5

WHEREAS, the Protected Property is presently improved with a variety of uses including a nature center, an active recreational park, and various buildings, roads and other infrastructure associated with the operation of the site; and

WHEREAS, Grantor desires and intends to preserve and protect the public open space areas as currently located on the Protected Property as of the date hereof; and

WHEREAS, Grantor further desires and intends that the ecological, open space and aesthetic values of the Protected Property including, without limitation, scenic views from public open space lands and public highways, be preserved and maintained; and

WHEREAS, Grantor and Grantee, by the conveyance to the Grantee of a Conservation Right in the form of an easement as contemplated under the terms of the Act, on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Amended and Restated Easement; and

WHEREAS, the Grantor and Grantee recognize the uniqueness of the Protected Property and the

scenic, aesthetic and special natural character of the Protected Property, and have the common purpose of conserving the natural values of, and the visual and site access to, the Protected Property by the general public by the conveyance of a conservation easement, over and across certain portions of the Protected Property; and

WHEREAS, the Grantee is acquiring the conservation easement subject to the reservations, covenants, terms, conditions and restrictions set out herein and imposed hereby; and

WHEREAS, the Protected Property has a variety of associated conservation uses, as a result of which the terms and conditions contained in this Amended and Restated Easement are divided into seven zones, each zone being separately described and each zone containing restrictions and covenants relating to the future uses within each zone under the terms of this Amended and Restated Easement; and

WHEREAS, Grantor and Grantee wish to amend and restate the Original Easement to better define allowable uses; render the duration of the conservation easement to be permanent; and further clarify, the agreement of the Parties; and

WHEREAS, Grantor and Grantee also wish to reaffirm, amend and restate the Original Easement for the purpose of strengthening the conservation protection of the Protected Property in accordance with and pursuant to Grantee's policies and the approval of Grantee's Board of Directors.

6

NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Grantor, does hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby conveys and grants unto the Grantee and to the successors and assigns of Grantee, a Conservation Easement in perpetuity on, over, and across the Protected Property, commencing on the date this Amended and Restated Easement is executed, including the following rights:
 - The right of the Grantee and the general public to view and utilize the Protected Property in its scenic and present condition;
 - The right of the Grantee to enforce by proceedings of law or in equity the covenants hereinafter set forth for each of the seven zones, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure to act; and
 - The right of the Grantee to enter the Protected Property for the purpose of an inspection to determine if the Grantor is complying with the covenants and conditions of this Amended and Restated Easement.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee and the successors and assigns of the Grantee during the entire Term hereof.

In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants, which shall run with and bind each zone of the Protected Property in perpetuity.

(a) **Zone 1 Restrictions.** Zone 1 is commonly referred to as "the Nature Preserve" and is identified as such on Exhibit B attached hereto. It is located in the northwest corner of the Protected Property, and contains a variety of natural areas, forests, ponds, wetlands and prairie. The approximate size of the Nature Preserve is 45 acres. The intent of this conservation easement over the Nature Preserve is to preserve its existing ecological balance while maintaining as a dominant purpose educational programs and activities in the preserve.

Within Zone 1, the Grantor shall not:

(1) Construct or place any residential, commercial, industrial, office buildings, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, or any other structures or improvements except structures related to the interpretive and educational purposes of the Nature Preserve, and perimeter fencing for wildlife management purposes. With the exception of the fencing, such related structures shall be constructed within the building envelope as designated on Exhibit B for Zone 1;

7

2) **Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the two existing access roads denoted in Zone 1 on Exhibit B as "Existing Access Road 1" and "Existing Access Road 2";**

3) **Construct impervious trails;**

4) **Excavate, fill, dredge, mine, dike, change the topography of the land, alter or manipulate ponds and water sources in any manner, except that dredging of the existing ponds will be permitted with the prior written consent of Grantee in accordance with maintaining the natural character of the Nature Preserve;**

5) **Cut live native trees or other native vegetation, except as and when necessary to protect the natural, scenic, open space and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas or private native vegetation;**

6) **Subdivide the Protected Property in any manner, whether legal or de facto;**

7) **Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste, garbage, vehicle bodies or parts, or other unsightly or offensive material;**

8) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;

9) Conduct or permit any commercial or community vegetable gardening activities;

10) Permit any form of active recreation, including but not limited to: baseball, football, soccer, basketball, and lacrosse;

11) Permit the use of pesticides or herbicides, except in connection with the sound management of the Nature Preserve (in the event of a health problem which, as determined by the Commissioner of the City of Chicago Department of Public Health Commissioner (the "Health Commissioner"), requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact the Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property;

12) Permit hunting, fishing, or trapping of wildlife, except in connection with the sound management of the Nature Preserve;

13) Permit Zone 1 to be used for any major public utility installations, such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power generating plants, wind turbines, cell phone towers or similar structures;

8

14) Permit any activity detrimental to land conservation or any use that would change the natural character of the site; or

15) Permit thereon the grazing of domestic animals.

(b) Zone 2 Restrictions. Zone 2 is commonly referred to as "Pehr Peterson Park" and is shown on Exhibit B attached hereto. The park is located in the northeast corner of the Protected Property and is used as of the date hereof by the Chicago Park District ("Park District"), as lessee, as an active recreational center, encompassing such uses as baseball, soccer, football, tennis, and other park district related programs. In Zone 2 the Grantor shall not:

1) Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures, except construction of buildings or improvements that will clearly enhance the active recreational opportunities on the site and are consistent with similar improvements in other Chicago Park District parks. In no case shall any improvement within Zone 2 occur within 50 feet of the Nature Preserve Area (Zone 1);

2) Construct roads, access driveways or parking areas except that Grantor reserves the

right to maintain and use the existing access drives denoted on Exhibit "B" for Zone 2 and to construct a non-elevated parking area not to exceed 200 feet by 200 feet in the northeast corner of Zone 2 designated on Exhibit B as "Future Parking Area";

3) Cut live native trees or other native vegetation within 50 feet of the Nature Preserve boundary (Zone 1), Peterson Avenue and Central Park Avenue (hereby designated as "Landscape Buffer Zone" on Exhibit B for Zone 2), except as when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire;

4) Subdivide the Protected Property in any manner, whether legal or de facto;

5) Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

6) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;

7) Permit the use of pesticides or herbicides within 50 feet of the Nature Preserve (i.e. Zone 1) except in connection with the sound management of the Nature Preserve (in the event of a health problem which, as determined by the Health Commissioner, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact the Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

9

(8) Permit hunting, fishing, or trapping of wildlife within Zone 2;

9) Permit Zone 2 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power generating plants, wind turbines, cell phone towers, or similar structures;

10) Permit the grazing of domestic animals thereon; or

11) Permit the introduction of non-indigenous flora or fauna within 50 feet of the area designated on Exhibit B for Zone 2 as "Landscape Buffer Zone."

(c) Zone 3 Restrictions. Zone 3 is commonly referred to as the "Rock Garden" and is shown on Exhibit B attached hereto. The area is currently being used for formal gardening purposes and contains a small pond and waterfall. The intent of the conservation easement over the Rock Garden is to preserve the existing open space while allowing for improvement to the formal gardens and permitting the area to be used for cultural activities.

Within Zone 3, the Grantor shall not: (

1) Construct or place any residential, commercial, industrial, office buildings, mobile

homes, commercial advertising signs, billboards, or any other structures, except improvements related to passive public recreation activities that will clearly enhance the cultural opportunities of the Rock Garden;

- 2) Construct roads, access driveways or parking areas;
- 3) Subdivide the Protected Property in any manner, whether legal or de facto;
- 4) Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;
- 5) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for emergency vehicles and vehicles in connection with normal maintenance procedures;
- 6) Permit the use of pesticides or herbicides within 50 feet of the Nature Preserves area (i.e. Zone 1) except in connection with the sound management of the Nature Preserve (in the event of a health problem which, as determined by the Health Commissioner, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);
- 7) Permit hunting, fishing, or trapping of wildlife, except in connection with the sound management of the Nature Preserve;

10

- 8) Permit Zone 3 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power generating plants, wind turbines, cell phone towers, or similar structures, except that utility improvements within Zone 3 will be permitted if the improvement clearly is necessary to enhance the cultural opportunities within Zone 3;
- 9) Permit thereon the grazing of domestic animals;
- 10) Permit the introduction of non-indigenous flora or fauna within 50 feet of the area designated on Exhibit B for Zone 2 as "Landscape Buffer Zone"; or
- 11) Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

(d) Zone 4 Restrictions. Zone 4 is commonly referred to as the "Nature Study Area" and is shown on Exhibit B attached hereto. It is located in the southeast corner of the Protected Property and contains a variety of natural, forest, and prairie areas. The approximate size of the Nature Study Area is 12 acres. The intent of the conservation easement over the Nature Study Area is to preserve the existing ecological balance while maintaining the educational purposes of the study area.

Within Zone 4, the Grantor shall not:

1) Construct or place any residential, commercial, industrial, office buildings, camping accommodations or mobile homes, commercial advertising signs, billboards, dikes, berms, or any other structures or improvements except small structures with no foundations and signage including but not limited to: viewing blinds and decks; small tool racks; reinforced canopies, tents or other semi-permanent shelters; informational signage and foot bridges; and small benches, that are directly related to the operation of Zone 4 as a Nature Study Area. Permission must be obtained from the Grantee prior to any structures being placed in Zone 4;

2) Construct roads, access driveways or parking areas, except that Grantor reserves the right to maintain and use the existing road designated on Exhibit B for Zone 4 and "Existing Roadway";

3) Excavate, fill, dredge, mine, dike, change the topography of the land, alter or manipulate ponds and water sources in any manner;

4) Cut live native trees or other native vegetation, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent imminent hazard, disease or fire or to restore natural habitat areas to private native vegetation;

5) Subdivide the Protected Property in any manner, whether legal or de facto;

11

6) Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

7) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles, except for emergency vehicles and vehicles in connection with normal maintenance procedures;

8) Conduct or permit any community vegetable gardening activities;

9) Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse;

10) Permit the use of pesticides or herbicides except in connection with the sound management of the Nature Study Area (in the event of a health problem which, as determined by the Health Commissioner, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

11) Permit hunting, fishing, or trapping of wildlife, except in connection with the sound management of the Nature Study Area;

12) Permit Zone 4 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power

generating plants, wind turbines, cell phone towers, or similar structures;

13) Permit any activity that would change the natural character of the site. Current uses of the site related to recreation and cultural activities will be allowed to continue; or

14) Permit thereon the grazing of domestic animals.

Grantor further covenants and agrees that within Zone 4, Grantor will replace or maintain the current perimeter fencing surrounding Zone 4 and keep it in good repair.

(e) Zone 5 Restrictions. Zone 5 is commonly referred to as the "Community Gardening Area" and is shown on Exhibit B attached hereto. This area is currently being used for community garden purposes. The intent of the conservation easement over the Community Gardening Area is to preserve the existing open space while allowing for the continuation of non-commercial gardening within the Zone. However, if community gardening is discontinued, the area contained within Zone 5 will become part of Zone 4 and then be subject to the conservation easement restrictions set forth above for Zone 4.

Within Zone 5, the Grantor shall not:

(1) Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures except for the construction of a greenhouse related to the non-commercial gardening activities within Zone 5

12

(which greenhouse is subject to review and approval by Grantee prior to placement, construction, and substantial repair thereof);

2) Construct roads, access driveways or parking areas;

3) Cut live native trees or other native vegetation, except as when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or directly related to the continuation of community gardening activities;

4) Subdivide the Protected Property in any manner, whether legal or de facto;

5) Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material;

6) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles, except for emergency vehicles and vehicles in connection with normal maintenance procedures;

7) Permit the use of pesticides or herbicides (in the event of a health problem which, as determined by the Health Commissioner, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property;

8) Permit hunting, fishing, or trapping of wildlife, except in connection with the sound management of the Community Gardening Area;

9) Permit Zone 5 to be used for any major public utility installations such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power generating plants, wind turbines, cell phone towers, or similar structures;

10) Permit thereon the grazing of domestic animals;

11) Permit any form of active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

Grantor further covenants and agrees that within Zone 5:

12) If community gardening activities are discontinued, the area contained within Zone 5 will become part of Zone 4 and be subject to the conservation easement restrictions outlined above for Zone 4; and

13) If any of the present buildings within Zone 5 are removed, the underlying land will be used for open space, including community gardening purposes.

(f) Zone 6 Restrictions. Zone 6, designated as such on Exhibit B attached hereto, contains approximately 13.6 acres and is currently used for passive recreational activities. The

13

intent of the conservation easement over Zone 6 will be to continue passive recreational activities while providing for open air entertainment.

Within Zone 6, the Grantor shall not:

1) Construct or place any residential, commercial, industrial, office buildings, mobile homes, commercial advertising signs, billboards, or any other structures, except improvements related to passive recreation or open-air entertainment. Any permanent improvements are subject to review and approval by Grantee prior to construction and placement thereof, which such approval shall not be unreasonably withheld;

2) Construct roads, access driveways or parking areas, except that the Grantor reserves the right to maintain and use the existing road designated on Exhibit B as "Existing Roadway", as expanded in 2016;

3) Cut live native trees or other native vegetation, except as when necessary to protect the natural, scenic, open space and ecological values of the Protected Property;

4) Subdivide the Protected Property in any manner, whether legal or de facto;

5) Dump, place or store, or allow to be dumped, placed or stored: ashes, trash, waste,

garbage, vehicle bodies or parts or other unsightly or offensive material;

6) Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicle off existing roads, except for emergency vehicles and vehicles in connection with normal maintenance procedures;

7) Permit the use of pesticides or herbicides (in the event of a health problem, which, as determined by the Health Commissioner, requires the use of herbicides or pesticides to eliminate the problem, the Grantor shall contact the Grantee and inform it of the situation prior to using the herbicide or pesticide on the Protected Property);

8) Permit hunting, fishing, or trapping of wildlife, except in connection with the sound management of Zone 6;

9) Permit Zone 6 to be used for any major public utility installations, such as electric generating power plants, electric power substations, high tension electric power transmission lines, gas reservoirs, sewage treatment plants, microwave relay stations, telephone exchanges, nuclear power generating plants; wind turbines, cell phone towers, or similar structures;

10) Permit thereon the grazing of domestic animals; or

11) Permit construction of any form of permanent facility for active recreation, including but not limited to baseball, football, soccer, basketball, and lacrosse.

14

g) Zone 7 Restrictions. Zone 7, designated as such on Exhibit B attached hereto and made part of hereof, contains approximately 7.4 acres, and is currently used as of the date hereof for parking, together with a Theater Building and Medical Center located on the site. The intent of the conservation easement on Zone 7 is to preserve the cultural and public uses currently in place as of the date hereof.

Within Zone 7, the Grantor shall not:

(1) Permit any retail, commercial or wholesale use on Zone 7 except for commercial activities ancillary to health and cultural uses, other than the recycling center located in the northwest parking lot of the zone.

h) Further Covenants Applicable to All Zones. Grantor further covenants and agrees within all Zones:

1) To provide for the continued professional ecological management of the Nature Preserve Area (Zone 1) and the Nature Study Area (Zone 4); and

2) To maintain perimeter fencing within all zones designated as part of this Amended and Restated Easement.

- 2. [intentionally omitted]
- 3. [intentionally omitted]
- 4. **Grantee's Remedies.**

a) In the event of a violation of any provision of this Amended and Restated Easement, in addition to any remedies provided by law, Grantee may, following reasonable notice to Grantor, institute a suit for injunctive relief, specific performance or damages, enter upon the Protected Property to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, or expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale. In the event the Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorneys' fees. The exercise by Grantee of one remedy shall not have the effect of waiving the use of such remedy at any other time. Grantee shall have the right, but not the obligation, to record a notice of any lien that Grantee may have against the Protected Property. In addition to the above remedies, Grantee may record a notice of violation in Cook County, Illinois.

b) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure continues for ten (10) days after Grantee is given written notice thereof, to institute a suit for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly

acknowledges that any such failure by Grantee shall in no way affect the validity of this Amended and Restated Easement or any of the other covenants contained herein.

5. Grantee's Discretion. Enforcement of the terms of this Amended and Restated Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Amended and Restated Easement in the event of any breach of any term of this Amended and Restated Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Amended and Restated Easement or of any of Grantee's rights under this Amended and Restated Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

6. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7. Access. Except as otherwise prescribed in Section 2(a) above, no right of access by the general public to any portion of the Protected Property is conveyed by this Amended and Restated Easement.

8. Inspection. Representatives of Grantee may enter onto the Protected Property for the purpose of determining Grantor's compliance with this Amended and Restated Easement.

9. Indemnity. Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees,

judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Amended and Restated Easement by the Grantor, or arising out of the conveyance by Grantor to Grantee of this Easement (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Easement), excepting any such matters arising from the negligence or willful conduct of the Grantee.

10. **Mechanic's Liens.** Grantor shall keep the Protected Property free from any mechanic's liens. If any such liens are placed against the Protected Property, Grantor shall promptly cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. Grantee shall have the right to pay any lien if Grantor fails to provide Grantee with title insurance over the lien.

11. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

12. **Real Estate Taxes.** Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. The Grantee shall have the right to pay such real estate taxes and special

16

assessments at any time that such taxes and assessments may be delinquent. Grantee agrees to sign any certifications or applications required by law to enable the Grantor to receive real estate tax relief due to the existence of the Easement.

13. **Extinguishment.** This Amended and Restated Easement may only be terminated or extinguished if circumstances arise in the future that render the purposes of this Amended and Restated Easement impossible or impractical to accomplish, and, under such circumstances, this Amended and Restated Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

14. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law provided that any payments that may be due to the state or federal government, including repayment of any tax deduction or benefit, as a result of such eminent domain proceedings shall be paid prior to the distribution of such compensation to Grantee.

15. **Assignment.**

a) Grantee may assign its rights and obligations under this Amended and Restated Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and that is authorized to acquire and hold conservation rights under the Statute (or any successor provision then applicable.) As a condition of such assignment, Grantee shall require the transferee to agree that the conservation purposes that this grant is intended to advance continue to be

carried out.

b) In the event Grantee in the future is dissolved or otherwise ceases to exist, Grantor agrees that this Amended and Restated Easement shall nevertheless continue in full force and effect, except that in such instance the North Park Village Advisory Council, or any successor thereto ("the Designating Body") (or Grantor, if neither the North Park Village Advisory Council nor any successor is in existence at the time) may designate in writing a proposed successor as Grantee hereunder; in the event Grantor does not initially accept such proposed successor or thereafter reach agreement with the Designating Body on a new successor, Grantee within thirty (30) days after receipt of such initial designation by such Designating Body, both Grantor and the Designating Body shall each submit the name of a proposed successor to the Director of the Illinois Department of Natural Resources, who shall then select one of such two candidates as the new successor Grantee, and upon such selection by such Director, such selected candidate shall then and thereafter become and be the Grantee hereunder for all purposes as set forth herein, the same as if such party were named as Grantee at the time of initial execution of this instrument. Upon final determination of such successor Grantee, Grantor agrees to promptly execute an instrument in recordable form setting forth the name of such successor Grantee, and confirming terms, covenants and conditions of this Amended and Restated Easement as inuring to the benefit thereof.

16. Subsequent Transfers. Grantor agrees to incorporate this Easement by reference in , any deed or other legal instrument by which it divests itself of any interest in all or any portion of

17

the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Amended and Restated Easement or limit its enforceability in any way or result in any liability on the part of the Grantor. Grantee acknowledges that Grantor anticipates transferring part or all the Protected Property to the Park District subject to the foregoing.

17. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Amended and Restated Easement and otherwise evidences the status of this Amended and Restated Easement.

18. Notices. Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: The City of Chicago
 Department of Planning and Development 121 North
 LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn:
 Commissioner

With copies to: City of Chicago

Department of Assets and Information Services 30 North LaSalle
Street, Room 300 Chicago, Illinois 60602 Attn: Commissioner

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

To Grantee: Openlands
25 East Washington Street, Suite 1650 Chicago, Illinois
60602 Attn: President and CEO

18

or such other address as either party from time to time shall designate by written notice to the other. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

19. Recordation. Grantee shall record this instrument in the official records of Cook County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Amended and Restated Easement. Grantee may, prior to the fortieth anniversary of the date of this Amended and Restated Easement, first set forth above, and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Easement in perpetuity.. Nothing contained in this paragraph shall be deemed to constitute an acknowledgement that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Amended and Restated Easement.

20. Nature of Conveyance. The conveyance hereunder constitutes a conservation right under the Statute, a common law easement in gross, and an easement and covenant running with the land under 35 ILCS 205/266b.

21. **General Provisions.**

a) Controlling Law. The interpretation and performance of this Amended and Restated Easement shall be governed by the laws of the State of Illinois.

b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Amended and Restated Easement shall be liberally construed in favor of the grant to effect the purpose of this Amended and Restated Easement and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Amended and Restated Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability. If any provision of this Amended and Restated Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Amended and Restated Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the conservation easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the conservation easement (including but not limited to the Original Easement), all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment first executed by Grantor and Grantee, or their successors, and recorded in the official records of Cook County, Illinois.

e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Protected Property in any respect.

19

f) Successors. The covenants, terms, conditions, and restrictions of this Amended and Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors (including the Park District), and assigns and shall continue as a servitude running in perpetuity with the Protected Property.

g) Termination of Rights and Obligations. A party's rights and obligations under this Amended and Easement shall terminate upon transfer of the party's interest in the conservation easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h) Captions. The captions in this instrument have been inserted solely for convenience or reference and are not part of this instrument and shall have no effect upon construction or interpretation.

(i) Warranty of Authority. Grantor and any persons executing this instrument on behalf of Grantor represent and warrant that Grantor is the owner in fee simple of the Protected Property, Grantor and all persons executing this instrument on behalf of Grantor are fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:
CITY OF CHICAGO

Mayor

City Clerk

GRANTEE: _
OPENLANDS

By: Its:
Gerald W. Adelman, President and CEO

Attest: Its:

20

Prepared by: Stacy Meyers Senior Counsel Openlands
25 East Washington Street, Suite 1650 Chicago, Illinois 60602

Return to:
Openlands
Attn: Stacy Meyers
25 East Washington Street, Suite 1650 Chicago, Illinois 60602

Exhibit A

**North Park Village Openlands Conservation Easement "Protected Property" Survey
and Legal Descriptions**

Zones within the Conservation Easement

Zone 1 Nature Preserve
Zone 2 Peterson Park
Zone 4 Nature Study Area
Zone 5 Community Gardening
Zone 6 General Open Space
Zone 7 Cultural / Public Uses

Zones Outside of Conservation Easement

Zone 8 HUD / Senate and Prete
Zone 9 Chicago Public Schools Northside Learning Center Zone 10 North Park Village
Administrative Zone Zone 11 Chicago Fire Department / C.T.A. Turnaround

Property Index Numbers: 13-02-300-002-8001
13-02-300-002-8002 (S. 40 acres)

22

23

Exhibit A: Parcel Exhibit

Exhibit A

ZONE 1 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 1164.48 FEET SOUTH FROM THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE NORTH 01 DEGREE 32 MINUTES 01 SECOND WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID EAST LINE, 1030.28 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 35 SECONDS EAST, 96.17 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 41 SECONDS EAST, 55.00 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 17 SECONDS EAST, 70.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 41 SECONDS WEST, 146.09 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 24 SECONDS EAST, 1758.93 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 21 SECONDS WEST, 24.69 FEET; THENCE SOUTH 24 DEGREES 54 MINUTES 24 SECONDS WEST, 11.00 FEET; THENCE SOUTH 38 DEGREES 33 MINUTES 22 SECONDS WEST, 20.37 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 41 SECONDS WEST, 30.55 FEET; THENCE SOUTH 36 DEGREES 14 MINUTES 53 SECONDS WEST, 8.16 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 10.86 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 28.98 FEET; THENCE SOUTH 26 DEGREES 37 MINUTES 51 SECONDS WEST, 9.79 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, 30.17 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 39 SECONDS WEST, 10.03 FEET; THENCE SOUTH 51 DEGREES 13 MINUTES 44 SECONDS WEST, 20.01 FEET; THENCE SOUTH 62 DEGREES 31 MINUTES 53 SECONDS WEST, 19.62 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 37 SECONDS WEST, 29.37 FEET; THENCE SOUTH 09 DEGREES 36 MINUTES 44 SECONDS WEST, 20.87 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 49 SECONDS WEST, 18.88 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 23 SECONDS WEST, 9.70 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 48 SECONDS WEST, 11.43 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 23 SECONDS WEST, 20.59 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 06 SECONDS WEST, 10.49 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS WEST, 10.74 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 50 SECONDS WEST, 20.66 FEET; THENCE SOUTH 39 DEGREES 24 MINUTES 40 SECONDS EAST, 52.23 FEET; THENCE SOUTH 16 DEGREES 31 MINUTES 24 SECONDS EAST, 99.62 FEET; THENCE SOUTH 19 DEGREES 43 MINUTES 23 SECONDS EAST, 19.19 FEET; THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, 9.98 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST, 9.91 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 20 SECONDS WEST, 9.23 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 08 SECONDS WEST, 9.77 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 36 SECONDS WEST, 61.69 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 27 SECONDS WEST, 20.35 FEET;

THENCE SOUTH 04 DEGREES 38 MINUTES 12 SECONDS WEST, 31.11 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 33 SECONDS EAST, 83.24 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 15 SECONDS EAST, 10.99 FEET; THENCE SOUTH 34 DEGREES 24 MINUTES 51 SECONDS EAST, 29.07 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST, 10.02 FEET; THENCE SOUTH 54

DEGREES 09 MINUTES 29 SECONDS EAST, 19.66 FEET; THENCE SOUTH 01

Exhibit A

DEGREE 15 MINUTES 36 SECONDS WEST, 25.52 FEET; THENCE NORTH 76 DEGREES 08 MINUTES 30 SECONDS WEST, 8.10 FEET; THENCE NORTH 83 DEGREES 21 MINUTES 41 SECONDS WEST, 7.56 FEET; THENCE SOUTH 75 DEGREES 38 MINUTES 52 SECONDS WEST, 10.04 FEET; THENCE SOUTH 70 DEGREES 35 MINUTES 41 SECONDS WEST, 29.88 FEET; THENCE SOUTH 67 DEGREES 02 MINUTES 27 SECONDS WEST, 10.24 FEET; THENCE SOUTH 62 DEGREES 24 MINUTES 00 SECONDS WEST, 9.61 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 15 SECONDS WEST, 30.21 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 11 SECONDS WEST, 9.65 FEET; THENCE SOUTH 81 DEGREES 45 MINUTES 45 SECONDS WEST, 9.81 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 40 SECONDS WEST, 10.05 FEET; THENCE NORTH 75

DEGREES 04 MINUTES 50 SECONDS WEST, 19.55 FEET; THENCE NORTH 79 DEGREES 41 MINUTES 32 SECONDS WEST, 10.26 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 56 SECONDS WEST, 10.24 FEET; THENCE SOUTH 68 DEGREES 40 MINUTES 35 SECONDS WEST, 10.30 FEET; THENCE SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, 9.52 FEET; THENCE SOUTH 18 DEGREES 07 MINUTES 35 SECONDS WEST, 10.33 FEET; THENCE SOUTH 08 DEGREES 04 MINUTES 06 SECONDS WEST, 9.33 FEET; THENCE SOUTH 08 DEGREES 48 MINUTES 44 SECONDS EAST, 10.21 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 54 SECONDS EAST, 20.17 FEET; THENCE SOUTH 10 DEGREES 54 MINUTES 38 SECONDS WEST, 10.41 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 30 SECONDS WEST, 10.53 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 02 SECONDS WEST, 8.77 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 10 SECONDS WEST, 9.33 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 53 SECONDS WEST, 10.67 FEET; THENCE SOUTH 78 DEGREES 32 MINUTES 36 SECONDS WEST, 9.52 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 47 SECONDS WEST, 9.97 FEET; THENCE NORTH 78 DEGREES 10 MINUTES 23 SECONDS WEST, 19.98 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 57 SECONDS WEST, 9.50 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 40 SECONDS WEST, 10.32 FEET; THENCE SOUTH 31 DEGREES 37 MINUTES 40 SECONDS WEST, 9.74 FEET; THENCE SOUTH 20 DEGREES 06 MINUTES 57 SECONDS WEST, 10.61 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 07 SECONDS WEST, 9.20 FEET; THENCE SOUTH 62 DEGREES 03 MINUTES 48 SECONDS WEST, 10.38 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 54 SECONDS WEST, 9.42 FEET; THENCE NORTH 78 DEGREES 19 MINUTES 57 SECONDS WEST, 9.13 FEET; THENCE NORTH 67 DEGREES 55 MINUTES 44 SECONDS WEST, 40.39 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 47 SECONDS WEST, 20.00 FEET; THENCE NORTH 59 DEGREES 42 MINUTES 57 SECONDS WEST, 39.40 FEET; THENCE SOUTH 63

DEGREES 44 MINUTES 32 SECONDS WEST, 187.40 FEET; THENCE NORTH 20 DEGREES 15 MINUTES 02 SECONDS WEST, 53.39 FEET; THENCE SOUTH 62 DEGREES 08 MINUTES 21 SECONDS WEST, 505.23 FEET; THENCE NORTH 72 DEGREES 34 MINUTES 51 SECONDS WEST, 197.17 FEET; THENCE SOUTH 64 DEGREES 13 MINUTES 09 SECONDS WEST, 132.28 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 49 SECONDS WEST, 96.10 FEET; THENCE SOUTH 68 DEGREES 56 MINUTES 10 SECONDS WEST, 19.84 FEET; THENCE SOUTH 73 DEGREES 27 MINUTES 13 SECONDS WEST, 9.86 FEET; THENCE SOUTH 84 DEGREES 43 MINUTES 02 SECONDS WEST, 19.40 FEET; THENCE SOUTH 86

DEGREES 46 MINUTES 12 SECONDS WEST, 16.07 FEET; THENCE SOUTH 86 DEGREES 44 MINUTES 16 SECONDS WEST, 284.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 40.738 ACRES, MORE OR LESS.

26

Exhibit A

ZONE 2 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION

EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST PETERSON AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 37 MINUTES 24 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 667.81 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 21 SECONDS WEST, 24.69 FEET; THENCE SOUTH 24 DEGREES 54 MINUTES 24 SECONDS WEST, 11.00 FEET; THENCE SOUTH 38 DEGREES 33 MINUTES 22 SECONDS WEST, 20.37 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 41 SECONDS WEST, 30.55 FEET; THENCE SOUTH 36 DEGREES 14 MINUTES 53 SECONDS WEST, 8.16 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 10.86 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 28.98 FEET; THENCE SOUTH 26 DEGREES 37 MINUTES 51 SECONDS WEST, 9.79 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, 30.17 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 39 SECONDS WEST, 10.03 FEET; THENCE SOUTH 51 DEGREES 13 MINUTES 44 SECONDS WEST, 20.01 FEET; THENCE SOUTH 62 DEGREES 31 MINUTES 53 SECONDS WEST, 19.62 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 37 SECONDS WEST, 29.37 FEET; THENCE SOUTH 09 DEGREES 36 MINUTES 44 SECONDS WEST, 20.87 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 49 SECONDS WEST, 18.88 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 23 SECONDS WEST, 9.70 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 48 SECONDS WEST, 11.43 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 23 SECONDS WEST, 20.59 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 06 SECONDS WEST, 10.49 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS WEST, 10.74 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 50 SECONDS WEST, 20.66 FEET; THENCE SOUTH 39 DEGREES 24 MINUTES 40 SECONDS EAST, 52.23 FEET; THENCE SOUTH 16 DEGREES 31 MINUTES 24 SECONDS EAST, 99.62 FEET; THENCE SOUTH 19 DEGREES 43 MINUTES 23 SECONDS EAST, 19.19 FEET; THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, 9.98 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST, 9.91 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 20 SECONDS WEST, 9.23 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 08 SECONDS WEST, 9.77 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 36 SECONDS WEST, 61.69 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 27 SECONDS WEST, 20.35 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 12 SECONDS WEST, 31.11 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 33 SECONDS EAST, 83.24 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 15 SECONDS EAST, 10.99 FEET; THENCE SOUTH 34 DEGREES 24 MINUTES 51 SECONDS EAST, 29.07 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST, 10.02 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 29 SECONDS EAST, 19.66 FEET; THENCE SOUTH 01 DEGREE 15 MINUTES 36 SECONDS WEST, 25.52 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 44 SECONDS WEST, 195.05 FEET; THENCE SOUTH 01 DEGREE 48 MINUTES 41 SECONDS EAST, 98.40 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, 93.82 FEET; THENCE SOUTH 79 DEGREES 35 MINUTES 48 SECONDS EAST, 206.75 FEET; THENCE SOUTH 82 DEGREES 31 MINUTES 29 SECONDS EAST, 326.99 FEET; THENCE SOUTH 78 DEGREES 45 MINUTES 33 SECONDS EAST, 119.43 FEET; THENCE SOUTH 80 DEGREES 49

27

MINUTES 59 SECONDS EAST, 21.12 FEET; THENCE SOUTH 84 DEGREES 40 MINUTES 44 SECONDS EAST, 18.47 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 41.17 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 32 SECONDS EAST, 90.36 FEET TO SAID WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE NORTH 01 DEGREE 39 MINUTES 21 SECONDS WEST, 1269.99 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 22.570 ACRES, MORE OR LESS.

EXHIBIT A

ZONE 3 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST PETERSON AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 37 MINUTES 24 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 667.81 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 21 SECONDS WEST, 24.69 FEET; THENCE SOUTH 24 DEGREES 54 MINUTES 24 SECONDS WEST, 11.00 FEET; THENCE SOUTH 38 DEGREES 33 MINUTES 22 SECONDS WEST, 20.37 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 41 SECONDS WEST, 30.55 FEET; THENCE SOUTH 36 DEGREES 14 MINUTES 53 SECONDS WEST, 8.16 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 10.86 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 28.98 FEET; THENCE SOUTH 26 DEGREES 37 MINUTES 51 SECONDS WEST, 9.79 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, 30.17 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 39 SECONDS WEST, 10.03 FEET; THENCE SOUTH 51 DEGREES 13 MINUTES 44 SECONDS WEST, 20.01 FEET; THENCE SOUTH 62 DEGREES 31 MINUTES 53 SECONDS WEST, 19.62 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 37 SECONDS WEST, 29.37 FEET; THENCE SOUTH 09 DEGREES 36 MINUTES 44 SECONDS WEST, 20.87 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 49 SECONDS WEST, 18.88 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 23 SECONDS WEST, 9.70 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 48 SECONDS WEST, 11.43 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 23 SECONDS WEST, 20.59 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 06 SECONDS WEST, 10.49 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS WEST, 10.74 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 50 SECONDS WEST, 20.66 FEET; THENCE SOUTH 39 DEGREES 24 MINUTES 40 SECONDS EAST, 52.23 FEET; THENCE SOUTH 16 DEGREES 31 MINUTES 24 SECONDS EAST, 99.62 FEET; THENCE SOUTH 19 DEGREES 43 MINUTES 23 SECONDS EAST, 19.19 FEET; THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, 9.98 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST, 9.91 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 20 SECONDS WEST, 9.23 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 08 SECONDS WEST, 9.77 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 36 SECONDS WEST, 61.69 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 27 SECONDS WEST, 20.35 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 12 SECONDS WEST, 31.11 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 33 SECONDS EAST, 83.24 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 15 SECONDS EAST, 10.99 FEET; THENCE SOUTH 34 DEGREES 24 MINUTES 51 SECONDS EAST, 29.07 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST, 10.02 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 29

28

SECONDS EAST, 19.66 FEET; THENCE SOUTH 01 DEGREE 15 MINUTES 36 SECONDS WEST, 25.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76 DEGREES 08 MINUTES 30 SECONDS WEST, 8.10 FEET; THENCE NORTH 83 DEGREES 21 MINUTES 41 SECONDS WEST, 7.56 FEET; THENCE SOUTH 75 DEGREES 38 MINUTES 52 SECONDS WEST, 10.04 FEET; THENCE SOUTH 70 DEGREES 35 MINUTES 41 SECONDS WEST, 29.88 FEET; THENCE SOUTH 67 DEGREES 02 MINUTES 27 SECONDS WEST, 10.24 FEET; THENCE SOUTH 62 DEGREES 24 MINUTES 00 SECONDS WEST, 9.61 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 15 SECONDS WEST, 30.21 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 11 SECONDS WEST, 9.65 FEET; THENCE SOUTH 81 DEGREES 45 MINUTES 45 SECONDS WEST, 9.81 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 40 SECONDS WEST, 10.05 FEET; THENCE NORTH 75 DEGREES 04 MINUTES 50 SECONDS WEST, 19.55 FEET; THENCE NORTH 79 DEGREES 41 MINUTES 32 SECONDS WEST, 10.26 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 56 SECONDS WEST, 10.24 FEET; THENCE SOUTH 68 DEGREES 40 MINUTES 35 SECONDS WEST, 10.30 FEET; THENCE SOUTH 58 DEGREES 40 MINUTES 10 SECONDS

EXHIBIT A

WEST, 9.52 FEET; THENCE SOUTH 18 DEGREES 07 MINUTES 35 SECONDS WEST, 10.33 FEET; THENCE SOUTH 08 DEGREES 04 MINUTES 06 SECONDS WEST, 9.33 FEET; THENCE SOUTH 08 DEGREES 48 MINUTES 44 SECONDS EAST, 10.21 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 54 SECONDS EAST, 20.17 FEET; THENCE SOUTH 10 DEGREES 54 MINUTES 38 SECONDS WEST, 10.41 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 30 SECONDS WEST, 10.53 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 02 SECONDS WEST, 8.77 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 10 SECONDS WEST, 9.33 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 53 SECONDS WEST, 10.67 FEET; THENCE SOUTH 78 DEGREES 32 MINUTES 36 SECONDS WEST, 9.52 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 47 SECONDS WEST, 9.97 FEET; THENCE NORTH 78 DEGREES 10 MINUTES 23 SECONDS WEST, 19.98 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 57 SECONDS WEST, 9.50 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 40 SECONDS WEST, 10.32 FEET; THENCE SOUTH 31 DEGREES 37 MINUTES 40 SECONDS WEST, 9.74 FEET; THENCE SOUTH 20 DEGREES 06 MINUTES 57 SECONDS WEST, 10.61 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 07 SECONDS WEST, 9.20 FEET; THENCE SOUTH 62 DEGREES 03 MINUTES 48 SECONDS WEST, 10.38 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 54 SECONDS WEST, 9.42 FEET; THENCE NORTH 78 DEGREES 19 MINUTES 57 SECONDS WEST, 9.13 FEET; THENCE NORTH 67 DEGREES 55 MINUTES 44 SECONDS WEST, 40.39 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 47 SECONDS WEST, 20.00 FEET; THENCE NORTH 59 DEGREES 42 MINUTES 57 SECONDS WEST, 39.40 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES 32 SECONDS WEST, 187.40 FEET; THENCE SOUTH 11 DEGREES 29 MINUTES 42 SECONDS EAST, 187.68 FEET, THENCE NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 380.00 FEET; THENCE SOUTH 83 DEGREES 03 MINUTES 37 SECONDS EAST, 147.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, 93.82 FEET; THENCE NORTH 01 DEGREE 48 MINUTES 41 SECONDS WEST, 98.40 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 44 SECONDS EAST, 195.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.425 ACRES, MORE OR LESS.

EXHIBIT A

ZONE 4 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST BRYN MAWR AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 05 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 507.20 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 383.58 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 18 SECONDS WEST, 400.00 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 200.00 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 645.73 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 232.77 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 16 SECONDS EAST, 44.22 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 53.23

FEET; THENCE NORTH 88 DEGREES 37 MINUTES 16 SECONDS EAST, 94.97 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 00 SECONDS WEST, 416.67 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 31.10 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 32 SECONDS EAST, 90.36 FEET TO SAID WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 01 DEGREE 39 MINUTES 21 SECONDS EAST ALONG SAID WEST LINE, 1289.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11.452 ACRES, MORE OR LESS.

EXHIBIT A

ZONE 5 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST BRYN MAWR AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 05 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 507.20 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 383.58 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 18 SECONDS WEST, 400.00 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 200.00 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 167.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 478.00 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 232.77 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 16 SECONDS WEST, 17.20 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 71.74 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 09 SECONDS WEST, 462.30 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 41 SECONDS EAST, 303.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.311 ACRES, MORE OR LESS.

31

EXHIBIT A

ZONE 6 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 1978.78 FEET SOUTH FROM THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, 407.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 1439.62 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 41 SECONDS WEST, 303.17 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 09 SECONDS WEST, 456.58 FEET TO A POINT ON A 121.50 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY 62.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 37 MINUTES 27 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 76 DEGREES 48 MINUTES 08 SECONDS WEST, 62.12 FEET; THENCE NORTH 61 DEGREES 59 MINUTES 25 SECONDS WEST, 202.10 FEET TO A POINT ON A , 66.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 41.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 02 MINUTES 39 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 76 DEGREES 46 MINUTES 48 SECONDS WEST, 40.84 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 51 SECONDS WEST, 353.69 FEET TO A POINT ON A 94.98

FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY 49.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 48 MINUTES 44 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 54 MINUTES 44 SECONDS WEST, 48.86 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 17 SECONDS WEST, 68.41 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 8.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 09 MINUTES 14 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 44 MINUTES 17 SECONDS WEST, 8.71 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 44 SECONDS WEST, 220.86 FEET TO A POINT ON A 40.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 37.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 05 MINUTES 56 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 62 DEGREES 13 MINUTES 44 SECONDS WEST, 35.76 FEET TO A POINT ON A 33.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY 44.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 35 MINUTES 33 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 03 DEGREES 07 MINUTES 00 SECONDS EAST, 41.35 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 46 SECONDS EAST, 89.03 FEET TO A POINT ON A 53.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY 43.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 58 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 18 DEGREES 25 MINUTES 18 SECONDS EAST, 42.25 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 11 SECONDS WEST, 173.42 FEET TO A POINT ON A 56.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY 58.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 05 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 35 DEGREES 07 MINUTES 09 SECONDS WEST, 56.08

32

FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 41 SECONDS EAST, 86.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.425 ACRES, MORE OR LESS.

EXHIBIT A

ZONE 7 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 1164.48 FEET SOUTH FROM THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE NORTH 86 DEGREES 44 MINUTES 16 SECONDS EAST, 284.96 FEET ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE; THENCE NORTH 86 DEGREES 46 MINUTES 12 SECONDS EAST, 16.07 FEET; THENCE NORTH 84 DEGREES 43 MINUTES 02 SECONDS EAST, 19.40 FEET; THENCE NORTH 73 DEGREES 27 MINUTES 13 SECONDS EAST, 9.86 FEET; THENCE NORTH 68 DEGREES 56 MINUTES 10 SECONDS EAST, 19.84 FEET; THENCE NORTH 67 DEGREES 10 MINUTES 49 SECONDS EAST, 96.10 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 09 SECONDS EAST, 132.28 FEET; THENCE SOUTH 72 DEGREES 34 MINUTES 51 SECONDS EAST, 103.24 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 41 SECONDS EAST, 426.55 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 17 SECONDS WEST, 5.23 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 8.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 09 MINUTES 14 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 78 DEGREES 44 MINUTES 17 SECONDS WEST, 8.71 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 44 SECONDS WEST, 220.86 FEET TO A POINT ON A 40.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 37.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 05 MINUTES 56 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 62 DEGREES 13 MINUTES 44 SECONDS WEST, 35.76 FEET

TO A POINT ON A 33.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY 44.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 35 MINUTES 33 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 03 DEGREES 07 MINUTES 00 SECONDS EAST, 41.35 FEET; THENCE SOUTH 41 DEGREES 54 MINUTES 46 SECONDS EAST, 89.03 FEET TO A POINT ON A 53.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY 43.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 58 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 18 DEGREES 25 MINUTES 18 SECONDS EAST, 42.25 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 11 SECONDS WEST, 173.42 FEET TO A POINT ON A 56.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY 58.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 05 MINUTES 57 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 35 DEGREES 07 MINUTES 09 SECONDS WEST, 56.08 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 41 SECONDS EAST, 86.29 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 18 SECONDS WEST, 407.89 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 01 SECONDS WEST, 814.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.396 ACRES, MORE OR LESS.

34

Exhibit B

Legal Description and Survey Excerpt of the Building Envelope for the Nature Preserve Center in Zone 1 of the Openlands Conservation Easement

Legal Description of Nature Center Building Envelope:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 1164.48 FEET SOUTH FROM THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE NORTH 86 DEGREES 44 MINUTES 16 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, 284.96 FEET; THENCE NORTH 86 DEGREES 46 MINUTES 12 SECONDS EAST, 16.07 FEET; THENCE NORTH 84 DEGREES 43 MINUTES 02 SECONDS EAST, 19.40 FEET; THENCE NORTH 73 DEGREES 27 MINUTES 13 SECONDS EAST, 9.86 FEET; THENCE NORTH 68 DEGREES 56 MINUTES 10 SECONDS EAST, 19.84 FEET; THENCE NORTH 67 DEGREES 10 MINUTES 49 SECONDS EAST, 96.10 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 09 SECONDS EAST, 132.28 FEET; THENCE SOUTH 72 DEGREES 34 MINUTES 51 SECONDS EAST, 103.24 FEET; THENCE SOUTH 72 DEGREES 34 MINUTES 51 SECONDS EAST, 93.93 FEET; THENCE NORTH 62 DEGREES 08 MINUTES 21 SECONDS EAST, 505.23 FEET; THENCE NORTH 08 DEGREES 36 MINUTES 13 SECONDS EAST, 97.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 38 MINUTES 51 SECONDS WEST, 182.14 FEET; THENCE NORTH 26 DEGREES 21 MINUTES 09 SECONDS WEST, 191.12 FEET; THENCE NORTH 63 DEGREES 38 MINUTES 51 SECONDS EAST, 182.14 FEET; THENCE SOUTH 26 DEGREES 21 MINUTES 09 SECONDS EAST, 191.12 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.799 ACRE, MORE OR LESS.

36

Exhibit B: EDI Survey of Zone 1 Nature Preserve Building Envelope

**CITY OF CHICAGO ECONOMIC
DISCLOSURE STATEMENT AND
AFFIDAVIT**

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Openlands

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 25 e Washington, Suite 1650
Chicago, Illinois 60602

C. Telephone: 312-863-6250 fax: 312-863-6251 Email: smeyers@openlands.org
<mailto:smeyers@openlands.org>

D. Name of contact person: Stacy Meyers

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Amendment of Conservation Easement between Openlands and City of Chicago in North Park Village

G. Which City agency or department is requesting this EDS? City of Chicago, DPD

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification #	and Contract #
Ver.2018-1	Paget of 15

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | £00] Yes [] No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Incorporated and registered as a 501(c)(3) organization in the State of Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

** As a rule, Openlands has no members that are legal entities.

Name	Title
Gerald W. Adelman	President and CEO
Robert Megquier	Executive Vice President
Michael Beyer	Chief of Staff
Stacy Meyers	Senior Counsel

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

Page 2 of 15

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
N/A		

SECTION III - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse (s)/domestic partner(s) and describe the financial interest(s).

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Page 3 of 15

Name (indicate whether retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.)
NOTE: to be retained)			"hourly rate" or "t.b.d." is

not an acceptable response.

Environmental Design Intl Inc. 33 W Monroe St, Ste 1825 Chicago 60603	(Consultant)	\$18,000 (Paid) - Survey for Transaction
David Holman, 1220 Kristin Drive, Libertyville, IL 60048	(Consultant)	\$1,500 (Paid) - Current Conditions Report
George Covington, 500 N. Western Ave., Ste 204, Lake Forest, IL 60045	(Consultant)	\$962 (Paid) - External Legal Review

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 15

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii)

the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

Ver.2018-1

Page 6 of 15

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

Page 7 of 15

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes frxJNo

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other

person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

Page 8 of 15

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

^{xxx} 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary): N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined

by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

Yer.2018-1

Page 9 of 15

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. **The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.**

4. **The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.**

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

frxjcYes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No n/A

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No ErjxReports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

Page 10 of 15

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter,

whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Openlands

(Print or type exact legal name of Disclosing Party)

(Sign here)

Stacy Meyers

(Print or type name of person signing)

Senior Counsel

(Print or type title of person signing) Signed

and sworn to before me on (date)

at _____ County, _____ (state).

Notary Public

Commission expires:

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.I.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head

to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Page 13 of 15

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

Page 14 of 15

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT
APPENDIX C**

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you

checked "no" to the above, please explain.

Page 15 of 15