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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 13,2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an agreement for a property exchange regarding Lakeside Development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the City acquired certain parcels of property from various property owners for use by

the City in connection with the US 41 Relocation Project (the "Project"); and

WHEREAS, the parcels of property legally described on Exhibit B-1 and shown on Exhibit B-2 attached hereto as Parcel 1 ("Parcel 1") and Parcel 2 ("Parcel 2") were not used by the City for the Project; and

WHEREAS, Chicago Lakeside Development, LLC, a Delaware limited liability company, (the "Developer") is interested in acquiring Parcel 1 and Parcel 2 from the City for the purpose of maintaining a public park ("Triangle Park"); and

WHEREAS, in exchange for a quitclaim deed, subject to those certain permitted exceptions in the deed ("Deed"), from the City for Parcel 1, and the vacation of Parcel 2, Developer has agreed to dedicate to the City the following parcels of property: (1) a 33-foot wide strip of land legally described on Exhibit A-1 and shown on Exhibit A-2 attached hereto to be improved by the City as 86th Street between South Green Bay Avenue and South Burley Avenue; and (2) a 66-foot wide strip of land legally described on Exhibit C-1 and shown on Exhibit C-2 attached hereto to be improved by the City as 84th Street between South Green Bay Avenue and South Lake Shore Drive (collectively, the "Dedication Parcels"); and

WHEREAS, dedication of the Dedication Parcels, the conveyance of Parcel 1 and the vacation of Parcel 2 are collectively defined in this Ordinance as the "Transaction". The locations of the parcels in the Transaction are shown in the overall site plan which is Exhibit D attached hereto; and

WHEREAS, a resolution approving the disposition of the City property in the Transaction was approved by the Chicago Plan Commission on May 21, 2105 under Referral Number 15-049-21, which is Exhibit F to this ordinance; and

WHEREAS, by ordinance (the "Original Ordinance") adopted by City Council on January 13, 2016 and published in the Journal of Proceedings of City Council for such date at pages 17008 through 17040, the City Council approved an ordinance relating to the Transaction; and

WHEREAS, the Original Ordinance contains legal descriptions that need to be revised; and

WHEREAS, such revised legal descriptions are contained in this ordinance; and WHEREAS, the City

Council desires to repeal the Original Ordinance; now therefore,
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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 City Council hereby repeals the Original Ordinance.

SECTION 3. The City Council hereby approves the conveyance of Parcel 1 to Developer pursuant to the Deed in exchange for the Dedication Parcels. This approval is expressly conditioned upon the City and Developer entering into an agreement to exchange real estate in the Transaction substantially in the form attached hereto as Exhibit E (the "Agreement to Exchange Real Estate").

SECTION 4. The Commissioner of the Department of Transportation or her designee is hereby authorized, subject to the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Agreement to Exchange Real Estate, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Agreement to Exchange Real Estate, with such changes, amendments, deletions and insertions as shall be approved by the persons executing the Agreement to Exchange Real Estate.

SECTION 5. The vacation of Parcel 2 to Developer, and the dedication of the Dedication Parcels to the City, shall be subject to the approval of the City Council by separate ordinances.

SECTION 6. The Mayor or his proxy are each authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying Parcel 1 to Developer, or

to a land trust of which Developer is the sole beneficiary, or to an entity of which Developer is the sole owner and controlling party, subject to those covenants, conditions and restrictions stated in the Agreement to Exchange Real Estate.

SECTION 7. If any provision of this ordinance is 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 8. This ordinance shall take effect upon its passage and approval.

Exhibit Index

Exhibit Designation

A-1

A-2

B-1

B-2

C-1

C-2 D

E F

Exhibit Description

Legal Description of the 86th Street Dedication Parcel

Plat of Dedication for the 86th Street Dedication Parcel

Legal Description of Parcel 1; Legal Description of Parcel 2

Plat of Parcel 1 and Parcel 2

Legal Description of the 84 Street Dedication Parcel

Plat of Dedication for the 84th Street Parcel

Overall site plan showing location of parcels in the Transaction

Form of Agreement to Exchange Real Estate Plan Commission Resolution

Exhibit "A-1" (to Ordinance)

Legal Description of the 86th Street Dedication Parcel

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH GREEN BAY AVENUE AS DEDICATED BY MARY P.M. PALMERS ADDITION TO CHICAGO RECORDED SEPTEMBER 30, 1882 AS DOCUMENT 423001 AND THE SOUTH LINE OF EAST 86TH STREET AS DEDICATED BY SAID PLAT 423001; THENCE SOUTH 01 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SOUTH GREEN BAY AVENUE, 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 86TH STREET; THENCE SOUTH 88 DEGREES 20 MINUTES 48 SECONDS WEST, ALONG SAID PARALLEL LINE, 974.06 FEET tO A POINT ON THE EAST LINE OF SOUTH BURLEY AVENUE AS WIDENED BY DEED TO CITY OF CHICAGO RECORDED AUGUST 15 1892 AS DOCUMENT 1716965; THENCE NORTH 01 DEGREES 28 MINUTES 26 SECONDS WEST, ALONG SAID EAST LINE, 33.00 FEET TO THE SOUTH LINE OF SAID DEDICATED EAST 86TH STREET; THENCE NORTH 88 DEGREES 20 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE, 974.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit "A-2" (to Ordinance)

Exhibit "B-1" (to Ordinance)

Legal Description of Parcel 1:

THAT PART OF THE WEST 1/2 OF LOT 8 AND ALL OF LOTS 9 AND 10 IN MAHAN'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1889 AS DOCUMENT 1140084, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 40.21 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 48 SECONDS EAST, 54.61 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 36 SECONDS EAST, 65.36 FEET; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 10.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID LOT 8; THENCE SOUTH 01 DEGREES 23 MINUTES 43 SECONDS EAST, ALONG SAID EAST LINE, 55.93 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 8, 9 AND 10, FOR A DISTANCE OF 69.90 FEET TO THE POINT OF

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BEGINNING, IN COOK COUNTY, ILLINOIS.

Legal Description of Parcel 2:

THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND THE EAST HALF OF LOT 8, IN MAHAN'S SUBDIVISION, DEDICATED FOR PART OF INTERSECTION OF U.S. 41, 79TH STREET AND BRANDON ROAD BY PLAT OF DEDICATION RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023 (PART OF PARCEL OFV0019 THEREIN); AND THAT PART OF THE NORTH HALF OF THE 16-FOOT EAST-WEST ALLEY, SOUTH AND ADJOINING LOTS 1, 2 AND 3, IN MAHAN'S SUBDIVISION BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING OT THE PLAT THEREOF RECORDED AUGUST 9, 1889 AS DOCUMENT 1140084; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 40.21 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 48 SECONDS EAST, 54.61 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 36 SECONDS EAST, 65.36 FEET; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 10.97 FEET TO A POINT ON THE WEST LINE OF THE EAST

HALF OF SAID LOT 8, BEING THE POINT OF BEGINNING; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 31.26 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 68.71 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 321.00 FEET AND WHOSE CHORD BEARS SOUTH 70 DEGREES 10 MINUTES 16 SECONDS EAST, 68.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 76 DEGREES 18 MINUTES 12 SECONDS EAST, 61.38 FEET; THENCE SOUTH 71 DEGREES 13 MINUTES 38 SECONDS EAST, 23.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID 16-FOOT EAST-WEST ALLEY; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, 56.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 78.00 FEET OF SAID 16-FOOT EAST-WEST ALLEY; THENCE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, ALONG SAID WEST LINE, 8.00 FEET TO A POINT ON THE NORTH LINE OF SAID 16-FOOT EAST -WEST ALLEY; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF SAID LOTS 3, 4, 5, 6, 7 AND 8, FOR A DISTANCE OF 117.28 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID LOT 8; THENCE NORTH 01 DEGREES 23 MINUTES 43 SECONDS WEST, ALONG SAID EAST LINE, 55.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit "B-2" (to Ordinance)

Plat of Survey of Parcel 1 and Parcel 2

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Exhibit "C-1" (to Ordinance)

Legal Description of - 84th Street Dedication Parcel

THAT PART OF BLOCK 2 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1914 AS DOCUMENT 5384242, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2 IN ROBERT BERGER'S ADDITION TO HYDE PARK ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1882 AS DOCUMENT NUMBER 429714; THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF SOUTH GREEN BAY AVENUE AS DEDICATED BY DOCUMENT 429714, ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 13 MINUTES 34 SECONDS EAST, 251.88 FEET TO A CORNER ON THE WEST LINE OF SOUTH LAKE SHORE DRIVE, PER PLAT OF HIGHWAYS RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023; THENCE SOUTH 01 DEGREES 34 MINUTES 23 SECONDS EAST, ALONG SAID WEST LINE OF SOUTH LAKE SHORE DRIVE, 66.00 FEET TO A CORNER OF SAID SOUTH LAKE SHORE DRIVE; THENCE SOUTH 88 DEGREES 13 MINUTES 34 SECONDS WEST, 251.98 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH GREEN BAY AVENUE; THENCE NORTH 01 DEGREES 32 MINUTES 19 SECONDS WEST, ALONG SAID EAST LINE, 33.00 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 49 SECONDS WEST, ALONG SAID EAST LINE, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit "C-2" (to Ordinance)

Plat of Dedication - 84th Street Dedication Parcel

PLAT OF DEDICATION

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Exhibit "D" (to Ordinance)

OVERALL PLAT

79TH STREET

TRIANGLE PARK (0.21 ACRES)

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EXHIBIT D

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CONSULTING ENGINEERS -
SITE DEVELOPMENT ENGINEERS .
LAND SURVEYORS

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9575 w. Kiggins Road. Suite 700. Rosomont. Unas 60018 Fhor-e: !8<7) 696-10*0 [c]ax: |8<7) 696-4045

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Exhibit "E" (to Ordinance)

AGREEMENT TO EXCHANGE REAL ESTATE

This AGREEMENT TO EXCHANGE REAL ESTATE ("Agreement") is entered into as of the day of , 2016, by and between CHICAGO LAKESIDE DEVELOPMENT, LLC, a Delaware limited liability company ("CLD") and the CITY OF CHICAGO, an Illinois municipal corporation (the "City"), 121 North LaSalle Street, City Hall, Chicago, Illinois 60602 acting through the City's Department of Transportation ("CDOT").

RECITALS:

WHEREAS, the City acquired certain parcels of property from various property owners for use by the City in connection with the US 41 Reconfiguration Project (the "Project"); and

WHEREAS, the parcels of property legally described on the Plat of Survey attached hereto as Exhibit A as Parcel 1 ("Parcel 1") and Parcel 2 ("Parcel 2") were not needed by the City for the Project; and

WHEREAS, CLD is interested in acquiring Parcel 1 and Parcel 2 from the City for the purpose of maintaining a public park on the parcels ("Triangle Park"); and

WHEREAS, in exchange for a deed from the City for Parcel 1, and the vacation of Parcel 2, CLD has offered to dedicate to the City the following parcels of property: (1) a 33-foot wide strip of land legally described on the Plat of Dedication attached hereto as Exhibit B to be improved by the City widening

86th Street between Green Bay Avenue and South Burley Avenue; and (2) a 66-foot wide strip of land legally described on the Plat of Dedication attached hereto as Exhibit C to be improved by the City as 84th Street between South Green Bay Avenue and South Lake Shore Drive (together, the "Dedication Parcels", and collectively with the conveyance of Parcel 1, and the vacation of Parcel 2, the "Transaction");

WHEREAS, by ordinance adopted by the City Council of the City ("City Council"), the City Council approved an ordinance (the "Lakeside Triangle Ordinance") authorizing the City's execution of this Agreement and the conveyance of Parcel 1 to CLD; and

WHEREAS, the vacation of Parcel 2, and the Dedication of 86th Street require the passage of separate ordinances by City Council; and

WHEREAS, by ordinance adopted by City Council on , 20 and published in the Journal of Proceedings of City Council ("Journal") for such date at pages through , the City Council approved an ordinance authorizing the dedication of 84th Street (the "84th Street Dedication Ordinance");

WHEREAS, a resolution approving the disposition of City property per the terms of this Agreement and dedication of new rights-of-way as detailed herein was approved by the Chicago Plan Commission on May 21, 2015 under referral number 15-049-21; and

WHEREAS, the obligation of the parties to close the Transaction is conditioned upon the availability of funds and approval of a modified Scope of Work and Grant End Date for the Federally funded "IKE" Community Stabilization Program Grant No. 08357018 for the City of Chicago ("Grant") which have been approved separately and authorized by the Illinois Department of Commerce and Economic Opportunity ("DCEO") as administrator of the CDBG Illinois "IKE" Disaster Recovery Program on behalf of the U.S. Department of Housing and Urban Development on June 25, 2015 and May 13, 2015, respectively.

NOW, THEREFORE, in consideration of the mutual obligations and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT:

SECTION 1. CONSIDERATION FOR THE EXCHANGE OF PROPERTY.

A. The Recitals stated above constitute an integral part of this Agreement and are

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hereby incorporated and made a part of this Agreement with the same force and effect as if stated as agreements of the parties.

B. Conveyance of Parcel 1. At Closing, the City agrees to convey to CLD fee simple title to Parcel 1 by quitclaim deed, subject to the terms of this Agreement and to the following exceptions (collectively, the "Permitted Exceptions"):

a) the standard exceptions in an ALTA title insurance policy;

b) general real estate taxes and any special assessments or other taxes;

c) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of Parcel 1 for the development of the public park;

d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of CLD or its agents. The deed shall contain a restrictive covenant that provides that CLD, or its successors and assigns, shall maintain a public park on Parcel 1 for a period of not less than twenty (20) years.

C. Vacation of Parcel 2. At Closing, the City agrees to vacate to CLD Parcel 2, which CLD acknowledges and understands requires the passage of an ordinance by the City Council. CDOT agrees to recommend to the City Council that Parcel 2 be vacated in accordance with the terms of the City's Intergovernmental Vacation Program. The vacation shall be subject to any and all private and public utilities that exist in the right-of-way to be vacated. CLD agrees to maintain a public park on Parcel 2 for a period of not less than twenty (20) years.

D. Dedication of the 86th Street Parcel and the 84th Street Parcel. At Closing, CLD agrees to dedicate to the City the Dedication Parcels in accordance with the terms of the City's Subdivision and Dedication Program. The parties acknowledge and understand that the dedication of the Dedication Parcels requires the passage of ordinances by the City Council accepting the dedications. CLD and the City also acknowledge and agree that additional work may be required in addition to the proposed right-of-way improvements constructed by CDOT under the project known as CDOT Project No. B-3-511 Green Bay, in conjunction with the proposed commercial development to the south, and any such requirements usually and customarily required by the City which have not been performed in connection with the CDOT Project No. B-3-511 shall be established by mutual agreement in the planned development ordinance enacted for the proposed development.

SECTION 2: THE CLOSING.

A. The Closing. Provided the Grant funding remains available for the improvement of the newly dedicated 84th Street right-of-way, the closing of the Transaction (the "Closing") shall take place at the downtown offices of Chicago Title Insurance Company ("Title Company") 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603, not more than thirty days after the publication of the last of the required City Council ordinances approving the transfer of Parcel 1, the vacation of Parcel 2 and the dedication of the Dedication Parcels and authorizing the execution, delivery and

performance of this Agreement, unless the parties agree to an extension.

B. Escrow. Upon the written request of either party, the Closing shall take place in accordance with the provisions of the usual form of deed and money escrow instructions used by the Title Company, with such special instructions as may be required to conform such instructions to this Agreement. In the event of a conflict between the escrow instructions and this Agreement, the terms of this Agreement shall govern. The City shall deposit into the escrow a recordable copy of the quitclaim deed (subject to the Permitted Exceptions), a recordable copy of the plat of vacation for Parcel 2, and such other customary closing documents required by the Title Company. CLD shall deposit into the escrow a recordable copy of the plats of dedication for the Dedication Parcels, and such other customary closing documents required by the Title Company. CLD shall pay the cost of the escrow and the recording fees for the Dedication Parcels and all recording fees and any water certificate fees required by the City.

C. Title Insurance. CLD shall obtain, at its expense, any title insurance and endorsements it requires for Parcel 1. CLD shall also obtain, at its expense, a title commitment for the Dedication Parcels. CLD shall be responsible for clearing all title objections and paying all real estate taxes and assessments not yet due and owing.

D. Plats of Vacation and Dedication. CLD shall prepare, at its expense, the plat of vacation and the plats of dedication.

E. Possession. The City shall deliver possession of Parcel 1 and Parcel 2 to CLD upon Closing. CLD shall deliver possession of the Dedication Parcels to the City upon Closing.

F. Closing Condition. The obligation of the parties to close the Transaction is subject to confirmation by CDOT that Grant funding remains available for improvement of the 84th Street Dedication. In the event the Grant funding is not satisfied or waived by both the City and CLD on or before the closing date, either party may terminate this Agreement and upon termination, neither party shall have any further obligation to the other.

SECTION 3. CONSTRUCTION AND MAINTENANCE OF TRIANGLE PARK.

A. Construction of Triangle Park. The parties acknowledge that the construction of Triangle Park has been substantially completed by the City, and that water to supply the irrigation system serving Triangle Park is being fed by a City water valve assembly located (approximately) at 7918 S. Lake Shore Drive in the parkway east of Triangle Park and east of South Brandon Avenue, together with supply lines delivering water to the irrigation system. Also, underground conduit(s) providing electricity has been installed by the City under CDOT Project No. B-6-157, U.S. 41 Relocation. The City will continue to provide water for Triangle Park and maintenance of the water valve assembly and supply lines to the point of connection.to the irrigation system at Triangle Park, including the annual spring start up and fall shutdown of the water service to,the irrigation system, as long as the

City is responsible for maintaining the landscaped medians in S. Lake Shore Drive to the east of Triangle Park. Any successor to the City responsible for maintaining the medians shall assume the maintenance obligation of the City with respect to the water valve assembly and supply lines. CLD shall maintain or cause to be maintained the irrigation system at Triangle Park. CLD also agrees to work with the City to perform, or cause to be performed, additional maintenance responsibilities for the irrigation system; which may include spring inspection following the pressurization of the main by the City, and the shut-down

and blow out of the irrigation system at the end of the year, and repairs of any broken parts. CLD shall be responsible for installation of cable, equipment, and connection of the electricity required to illuminate Triangle Park.

B. Maintenance of Triangle Park. CLD shall be responsible for the maintenance of Triangle Park, and agrees to keep Triangle Park, or cause it to be kept, in a safe, sightly and clean condition. The required maintenance shall include, without limitation, removing litter, debris and weeds at least once a week; sweeping the abutting right-of-way; mowing the grass and pruning the plants, shrubs and trees; performing a spring and fall cleanup each year; and removing snow from the sidewalk within Triangle Park. CLD shall also be responsible for maintenance of the irrigation system serving Triangle Park, as previously noted herein. CLD and the City agree that a local community group may be engaged to perform certain maintenance and gardening obligations at Triangle Park, as determined by CLD. Maintenance of Triangle Park

shall also include replacement of plants and other landscaping, if perished. CDOT agrees to enforce any replacement warranty against landscaping companies and nurseries installing plants and other landscaping at Triangle Park which have perished during the warranty period due to contractor negligence or bad material. Any failures which are caused or attributed to work by others in Triangle Park will not be covered. The City and CLD shall confer and establish in good faith a mutually acceptable maintenance program implementing the foregoing requirements.

SECTION 4. REMEDIES.

A. Time is of the Essence. The parties agree that time is of the essence in the performance of their obligations under this Agreement and every provision hereof in which time is an element. No extension of time for the performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance falls on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

B. Breach. In the event of a default by a party in the performance of its obligations under this Agreement, such party upon written notice from the other shall immediately proceed to cure or remedy such default. In the event that the default has not been cured within a reasonable time, the non-defaulting party may terminate this Agreement by written notice thereof to the other, which shall be the non-defaulting party's sole and exclusive remedy under this Agreement.

C. Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive said party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of said party with respect to any other defaults of the other party.

SECTION 5. REPRESENTATIONS AND WARRANTIES.

A. Representations and Warranties of CLD. To induce the City to execute this Agreement and perform its obligations hereunder, CLD hereby represents and warrants to the City as follows:

1. To the best of CLD's knowledge, no litigation or proceedings are pending or threatened against CLD or any party controlling or controlled by CLD which could prevent CLD from performing its obligations in accordance with the terms of this Agreement.
2. To the best of CLD's knowledge, the execution, delivery and performance by CLD of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, constitute a breach or default under any other agreement which may affect the property to which CLD or any party controlling or controlled by CLD is a party or may be bound or affected, or a violation of any law or court order which may affect the property, any part thereof, any interest therein or the use thereof.
3. CLD has full power and authority to execute and deliver this Agreement and perform its obligations set forth herein.
4. To the best of CLD's knowledge, except for mortgages and other liens, if any, which can be satisfied by the payment of money at the Closing, and except for real estate taxes and assessments not due and payable, CLD has not: a) granted, suffered or permitted any lien, claim or encumbrance upon the property or any portion thereof, b) permitted or suffered any levy, attachment, claim or restraint to be made affecting the property, or c) executed any leases for the property which will not be terminated at or before the Closing Date.

B. Representations and Warranties of the City. To induce CLD to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to CLD as follows:

1. The execution of this Agreement by the City and the performance of its obligations hereunder have been authorized by an ordinance adopted by the City Council of the City of Chicago.
2. To the best of the City's knowledge, the performance by the City of its obligations hereunder will not violate any other agreement to which the City is a party or any court order or decree by which the City is bound.

3. To the best of the City's knowledge, there is no litigation pending against the City that could prevent the City from performing its obligations in accordance with the terms of this Agreement.

C. Survival of Representations and Warranties. The parties agree that all of their respective representations and warranties set forth in this Section 5 or elsewhere in this Agreement are true as of the date of this Agreement and will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party. The continued accuracy of the representations and warranties shall be a condition precedent to the obligation of the parties to close the transaction contemplated by this Agreement.

SECTION 6. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No agent, official or employee of the City shall have any personal interest, direct or . indirect, in this Agreement; nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the

interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to CLD or any successor in interest in the event of any default or breach by the City.

SECTION 7. BUSINESS RELATIONSHIPS.

CLD acknowledges: (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. CLD hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 8. PATRIOT ACT CERTIFICATION.

CLD represents and warrants that neither CLD nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of

the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to CLD that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with CLD, and a person or entity shall be deemed to be controlled by another person or. entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 9. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

CLD agrees that CLD, any person or entity who directly or indirectly has an ownership or beneficial interest in CLD of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, CLD's contractors (i.e., any person or entity in direct contractual privity with CLD regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (CLD and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by CLD, (ii) after the effective date of execution of this Agreement, while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between CLD and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

CLD agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

CLD agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

CLD agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of

any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract unless cured within thirty (30).days after written notice of default from the City, and, if not cured within such cure period (which may be by return of any contribution which violates said Executive Order) shall entitle the City to all remedies under this Agreement, and under any Other Contract, at law and in equity.

If CLD intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee. "Other Contract" means any other agreement with the City of Chicago to which CLD is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

A) they are each other's sole domestic partner, responsible for each other's common welfare; and

B) neither party is married; and

C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
    a. joint ownership of a motor vehicle;
    b. a joint credit account;
    c. a joint checking account;
    d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 10. [Intentionally omitted.]

SECTION 11. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.
Prior to Closing, failure by CLD or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago

shall be grounds for termination of this Agreement and the transactions contemplated herein. CLD shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

SECTION 12. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL, it is the duty of CLD and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of CLD's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. CLD represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

SECTION 13. WASTE ORDINANCE PROVISIONS.
In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, CLD warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, CLD's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of CDOT. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This Section does not limit CLD's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect CLD's eligibility for future contract awards.

SECTION 14. CITY OF CHICAGO HIRING PLAN.

A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the 2014 City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. CLD is aware that City policy prohibits City employees from directing any individual to apply for a position with CLD, either as an employee or as a subcontractor, and from directing CLD to hire an individual as an employee or as a subcontractor. Accordingly, CLD must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CLD under this Agreement are employees or subcontractors of CLD, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CLD.

C. CLD will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to CLD by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, CLD will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the Commissioner of CDOT. CLD will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

SECTION 15. FOIA AND LOCAL RECORDS ACT COMPLIANCE.

A. FOIA. CLD acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If CLD receives a request from the City to produce records within the scope of FOIA, that would be otherwise required under this Agreement then CLD

covenants to comply with such request within two (2) Business Days of the date of such request. Failure by CLD to timely comply with such request will be a breach of this Agreement.

B. Exempt Information. Documents that CLD submits to the City that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by CLD to be treated as a trade secret or information that would cause competitive harm, FOIA requires that CLD mark any such documents as "proprietary, privileged or confidential." If CLD marks a document as "proprietary, privileged and confidential", then the City will evaluate whether such document may be withheld under the FOIA. The City, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

C. Local Records Act. CLD acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 etseq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, CLD covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 16. HEADINGS AND GOVERNING LAW.
The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 17. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes and replaces any prior agreements between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

SECTION 18. SEVERABILITY.
If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 19. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; (c) by email transmission; (d) fax transmission; or (e) registered or certified first class mail, postage prepaid, return receipt requested:

If to CLD:

With a copy to:

If to the City: Deputy Commissioner
Chicago Department of Transportation
Division of Engineer
30 North LaSalle Street
Suite 400
Chicago, IL 60606
RE: B-3-511/B-6157

With a copy to: The Corporation Counsel's Office
Real Estate Division 121 North
LaSalle Street Room 600 Chicago, IL
60602

. Any notice, demand or communication given pursuant to clause: (a) shall be effective upon receipt; (b) shall be effective upon the next business day following deposit with the overnight delivery company; (c) shall be effective upon the date and time of the email transmission, provided that if the email was transmitted during non-business hours, the effective date and time of the notice shall be the next business day after transmission; (d) shall be effective upon the date and time of the fax transmission, provided that if the

fax was transmitted during non-business hours, the effective date and time of the notice shall be the next business day after transmission; (e) shall be effective two business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original instrument, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

SECTION 21. AMENDMENTS. This Agreement may only be amended by the parties in writing. Such amendment shall become effective upon its execution by the parties.

SECTION 22. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall be binding upon the City and CLD, and their respective legal representatives, successors, and assigns. Notwithstanding the foregoing, prior to the Closing, neither party may assign its rights hereunder without the prior written consent of the other party.

SECTION 23. OTHER ACTS. The parties agree to perform such other acts, and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transaction contemplated in this Agreement. {SIGNATURES APPEAR ON THE FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CHICAGO LAKESIDE DEVELOPMENT, LLC, a Delaware limited liability company

By: USS LAKESIDE, LLC, its Managing Member

By: UNITED STATES STEEL CORPORATION, its Sole Member

By: .

Printed Name: Title:

CITY OF CHICAGO,

an Illinois municipal corporation

powered by Legistar™

By:

Rebekah Scheinfeld Commissioner of Transportation

Approved as to form and legality:

Assistant Corporation Counsel

(Sub) Exhibit'A". (to Agreement with Chicago Lakeside Development, LLC)

PLAT OF SURVEY - TRIANGLE PARK

LEGAL DESCRIPTION OF PARCEL 1 THAT PART OF THE WEST 1/2 OF LOT 8 AND ALL OF LOTS 9 AND 10 IN MAHAN'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1889 AS DOCUMENT 1140084, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 40.21 FEET; THENCE NORTH 02 DEGREES 50 MINUTES

48 SECONDS EAST, 54.61 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 36 SECONDS EAST, 65.36 FEET; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 10.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID LOT 8; THENCE SOUTH 01 DEGREES 23 MINUTES 43 SECONDS EAST, ALONG SAID EAST LINE, 55.93 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 8, 9 AND 10, FOR A DISTANCE OF 69.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PARCEL 2:

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THAT PART OF LOTS 2, 3, 4, 5, 6, 7 AND THE EAST HALF OF LOT 8, IN MAHAN'S SUBDIVISION, DEDICATED FOR PART OF INTERSECTION OF U.S. 41, 79TH STREET AND BRANDON ROAD BY PLAT OF DEDICATION RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023 (PART OF PARCEL OFV0019 THEREIN); AND THAT PART OF THE NORTH HALF OF THE 16-FOOT EAST-WEST ALLEY, SOUTH AND ADJOINING LOTS 1, 2 AND 3, IN MAHAN'S SUBDIVISION BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING OT THE PLAT THEREOF RECORDED AUGUST 9, 1889 AS DOCUMENT 1140084; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 40.21 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 48 SECONDS EAST, 54.61 FEET; THENCE SOUTH 60 DEGREES 34 MINUTES 36 SECONDS EAST, 65.36 FEET; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 10.97 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID LOT 8, BEING THE POINT OF BEGINNING; THENCE SOUTH 64 DEGREES 02 MINUTES 19 SECONDS EAST, 31.26 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 68.71 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 321.00 FEET AND WHOSE CHORD BEARS SOUTH 70 DEGREES 10 MINUTES 16 SECONDS EAST, 68.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 7,6 DEGREES 18 MINUTES 12 SECONDS EAST, 61.38 FEET; THENCE SOUTH 71 DEGREES 13 MINUTES 38 SECONDS EAST, 23.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID 16-FOOT EAST-WEST ALLEY; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, 56.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 78.00 FEET OF SAID 16-FOOT EAST-WEST ALLEY; THENCE NORTH 01 DEGREES 28 MINUTES 02 SECONDS WEST, ALONG SAID

WEST LINE, 8.00 FEET TO A POINT ON THE NORTH LINE OF SAID 16-FOOT EAST-WEST ALLEY; THENCE SOUTH 88 DEGREES 25 MINUTES 32 SECONDS WEST, ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF SAID LOTS 3, 4, 5, 6, 7 AND 8, FOR A DISTANCE OF 117.28 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID LOT 8; THENCE NORTH 01 DEGREES 23 MINUTES 43 SECONDS WEST, ALONG SAID EAST LINE, 55.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Sub) Exhibit "B" (to Agreement with Chicago Lakeside Development, LLC)

PLAT OF DEDICATION - 86™ STREET

PLAT OF DEDICATION

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FOR REVIEW PU13P03IS3 OMLV

LEGAL DESCRIPTION OF THE 86^{m} STREET DEDICATION PARCEL

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF EAST LINE OF SOUTH GREEN BAY AVENUE AS DEDICATED BY DOCUMENT 423001 AND THE SOUTH LINE OF EAST 86TH STREET AS DEDICATED BY DOCUMENT 423001; THENCE SOUTH 01 DEGREES 20 MINUTES 56 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SOUTH GREEN BAY AVENUE, 33.00 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 86TH STREET; THENCE SOUTH 88 DEGREES 20 MINUTES 48 SECONDS WEST, ALONG SAID PARALLEL LINE, 974.06 FEET TO A POINT ON THE EAST LINE OF SOUTH BURLEY AVENUE PER DOCUMENT 1716965; THENCE NORTH 01 DEGREES 28 MINUTES 26 SECONDS WEST, ALONG

SAID EAST LINE, 33.00 FEET TO THE SOUTH LINE OF SAID EAST 86TH STREET; THENCE NORTH 88 DEGREES 20 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE, 974.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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(Sub) Exhibit "C" (to Agreement with Chicago Lakeside Development, LLC)

PLAT OF DEDICATION - 84th STREET

PLAT OF DEDICATION

LEGAL DESCRIPTION OF THE 84m STREET DEDICATION PARCEL THAT PART OF BLOCK 2 IN ILLINOIS STEEL COMPANY'S SOUTH WORKS RE-SUBDIVISION OF LOTS, PIECES AND PARCELS OF LAND IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37

NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1914 AS DOCUMENT 5384242, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2 IN ROBERT BERGER'S ADDITION TO HYDE PARK ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1882 AS DOCUMENT NUMBER 429714; THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF SOUTH GREEN BAY AVENUE AS DEDICATED BY DOCUMENT 429714, ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 13 MINUTES 34 SECONDS EAST, 251.88 FEET TO A CORNER ON THE WEST LINE OF SOUTH LAKE SHORE DRIVE PER PLAT OF HIGHWAYS RECORDED MARCH 9, 2006 AS DOCUMENT 0606834023; THENCE SOUTH 01 DEGREES 34 MINUTES 23 SECONDS EAST, ALONG SAID WEST LINE OF SOUTH LAKE SHORE DRIVE, 66.00 FEET TO A CORNER OF SAID SOUTH LAKE SHORE DRIVE; THENCE SOUTH 88 DEGREES 13 MINUTES 34 SECONDS WEST, 251.98 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH GREEN BAY AVENUE; THENCE NORTH 01 DEGREES 32 MINUTES 19 SECONDS WEST, ALONG SAID EAST LINE, 33.00 FEET; THENCE NORTH 01 DEGREES 25 MINUTES 49 SECONDS WEST, ALONG SAID EAST LINE, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Sub) Exhibit "D" (to Agreement with Chicago Lakeside Development, LLC)

OVERALL PLAT

79TH STREET

REVISED 02/24/2015 REVISED 09/10/20'« REVISED 08/12/2C14 REVISED 07/15/2C14 REVISED 07/07/2014 REVISED 07/01/2014

CONSULTING ENGINEERS

HiH.u^Mj,',n;in;Hi;iti:H

LAND SURVEYORS

9575 W. Higgins Road. Suite 700. Rosemon:. Illinois 60018 Phone. (847) 696-S060 Fax. (847) 696-4065

EXHIBIT D

DATE' 06/25/2014 JOG NO .3975 FILENAME 3978E› **page i of i**

Chicaco Department of Transportation

CITY OK CHICAt!(.) RESOLUTION

WHEREAS. 1 he Department ot Ttsnspcrtalion ("LIX) I ") pr.nw. to dispose of property (two (2) paicelsl. one parcel through a quit claim deed and the second paicci ihrou^li a fight of w ay vacation, as such parcels are located at 7901 S South Sh«e I)rixc (sec FxMl'ri A) to 1-aUsidc ncvckipmcw. I..L C. (-Lakeside") in a land swap with Lakeside Ihrougji a nrgwiattd Real finale Exchange agreement ('Agiccir.cn <http://'Agiccir.cn>! •>. lot two (2) other privately owned parcel? of property, located st 3;<.10 F. 87th Sired, and 8651 S Bulky Av^iuc. thai shati be dedicated as public right-of-ways (sec Exhibit D); and

WHEREAS, The Department oH'nnspnrtarion proposes to ai.qi.lirc <http://ai.qi.lirc> the two (21 privately owned properties located at 3330 F... 87th Street, end S&SI S. tiurlcv Avenue for the dedication as new East 56" Street public right-of-way (sec Exhibit B); and to acquire properties loca.'ed at 8>0C» S Green Hay Avenue, jrd S301 S. Gfcen Hay Avenue lb? the dedication as new East 86* Street public right-of-way i.sec Exhibit Ci; and

WHF.RKaS. 1 he deposition of the prupsmes will icqiurc Lakeside tu maintain ihc site as a public pocket park l« at least the nisi 20 years, as such covenant shall appear in the Ac/ecntcni, and

WHERHAS. Hie uiitunition of the privately owned piflpcitics will allow ful connection of the street »nd to and around S. l-ake Shore Drive and promote dcvclopmenl of this iinpoiiant tokefront property; and

WHEREAS. 11ns proposal has bc-:r: circulated to v-tiiout puHii agencies fo; review and nr. objections have been received; and

WHF.RRAS, The Chicago Plan Commission has ievi«»cd tiie Report ot'lhe Department of Transportation which finds this proposal is consistent with the Ciiy's policy to ictui n vacant pttipciry for private use and development, and for maintenance o!' existing park land.

NOW THKREFORh, BE IT RESOLVED »V THf. CHICACU PLAN COMMISSION:

THAT the deport and Recommendation of the Department ofTra.'iSpoilation t>c adopted and said proposed disposition el two paresis of City owned property totaled at, 7901 S Smith SJioie Drive (see Exhibit A) in a iandswap with Lakeside Development, LLC through a negotiated Real Ivnatc Lxchangc agreement, in exchange for privately owned properties located at (1 j 3330 E. 87th Stre«. SCo l S Hurley Avenue for th:- dedication as new Last Si5" Street public right-of-way iscc r.xftihir Ky. and (2) Mated at 8500 S Ciwrti Bay Avenue, and S30I S Gtcen Bay Avennc for the dedication as new f/.ast an*1· Street publit ri^liMd-^ay <>ce Kxhihn Ct. be approved; and

I'M AT if the property is not disposed n: by the City wilhin one (I) year Irani the date ol this Resolution, the property shall be lelerred back to the Chicago Plan Cummission foi consideration piior to disposition.

Adopted. May 21, 2015

Andrew' J.\U-iiAiicy Secretary I
Chicngo Plan (.oiv.mtssitiit

Referral Number: I5-W9-2I

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