



# Office of the City Clerk

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

## Legislation Text

---

**File #:** O2018-5866, **Version:** 1

---

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL

MAYOR

June 27, 2018

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 ordinances authorizing the sale of city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

### **ORDINANCE**

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

WHEREAS, on July 28, 2015, the City filed a lawsuit in the Circuit Court of Cook County, Chancery Division, captioned City of Chicago v. Idzik, 2015-CH-1 1410 (the "Lawsuit"), seeking declaratory judgment of the court to resolve a dispute about the ownership of the real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, in the Lawsuit, the City requests, inter alia, that the court declare that the City holds all rights, title, and interest in the Property; that Stanley Idzik holds no rights, title or interest in the Property; and that the "Notice of Ownership in Fee Simple Title by Adverse Possession" executed by Stanley Idzik on February 5, 2014, and recorded in the Office of the Cook County Recorder of Deeds on June 27, 2014, as document number 1417854208, constitutes a cloud on title of the Property and, as such, is illegal, void, and canceled of record; and

WHEREAS, Irene B. Idzik, Mark Idzik and Ewa Idzik (collectively, the "Idzik Defendants") subsequently filed an action (the "Counterclaim Lawsuit") against the City in which they seek, inter alia, a declaration that they hold all rights, title, and interest to the real property legally described on Exhibit B attached hereto (the "Counterclaim Property"); and

WHEREAS, in the Counterclaim Lawsuit, the Idzik Defendants state that they possess all rights, title, and interest in the Counterclaim Property as the sole heirs at law of Stanley Idzik, who they allege took possession and control of the Counterclaim Property by way of adverse possession; and

WHEREAS, the City and the Idzik Defendants (collectively, the "Parties") have determined that they wish to fully and finally resolve and settle the Lawsuit and the Counterclaim Lawsuit (collectively, the "Lawsuits"); and

WHEREAS, the Parties wish to resolve the Lawsuits by the City conveying the real property legally described on Exhibit C-1 attached hereto and depicted on Exhibit C-2 attached hereto (the "Settlement Property") to Irene B. Idzik; and

WHEREAS, the Idzik Defendants understand that the Settlement Property shall be conveyed subject to those certain easements required by the Chicago Transit Authority (the "CTA") for the purpose of the CTA accessing, operating and maintaining its railroad tracks located at the rear of the Settlement Property (the "CTA Easements"); and

WHEREAS, the CTA Easements will require the approval of the Chicago Transit Board of the CTA ("Transit Board"), which approval is intended to occur at the Transit Board's next meeting; and

- 1 - i

WHEREAS, in the interests of settlement, the Parties' arranged for three separate real estate appraisals to ascertain the fair market value of the Settlement Property, and have determined that the fair market appraised value of the Settlement Property, as set forth in that certain appraisal dated April 13, 2018, by Kelly Appraisals Consultants, Inc., is Two Hundred Ninety Thousand and No/100 Dollars (\$290,000) ("Purchase Price"); and

WHEREAS, Irene B. Idzik has agreed to pay the Purchase Price in consideration for the Settlement Property; and

***WHEREAS, by Resolution No. 18-038-21, adopted on June 21, 2018, the Chicago Plan Commission approved the transfer of the Settlement Property to Irene B. Idzik; now, therefore,***

<sup>0</sup>  
**'4 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council of the City.

SECTION 2. The grant of the CTA Easements to the CTA is hereby approved. This approval is expressly conditioned upon the City entering into an Easement Agreement with the CTA substantially in the form attached hereto as Exhibit D. 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 the Easement Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Easement Agreement.

SECTION 3. The sale of the Settlement Property to Irene B. Idzik for the Purchase Price is hereby approved. This approval is expressly conditioned upon the City entering into a Settlement Agreement with the Idzik Defendants substantially in the form attached hereto as Exhibit E. 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 the Settlement Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Settlement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Settlement Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Settlement Property to Irene B. Idzik. Such quitclaim deed shall be substantially in the form attached to the Settlement Agreement.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

**-3 -**

**EXHIBIT A LEGAL DESCRIPTION OF PROPERTY**

LOTS 20 AND 21 IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST 14 OF THE NORTHEAST <sup>1</sup>  
A OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

Commonly known as:       1311-1315 N. Moorman  
                                    Chicago, Illinois 60622

Property Index Number:   17-06-500-044-0000 (partial)

-4-

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE COUNTERCLAIM PROPERTY**

LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO TN THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET AND THE SOUTHWESTERLY 40 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 25 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 53 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1311-1315 and 1329 N. Moorman  
Chicago, Illinois 60622

Property Index Number: 17-06-500-044-0000 (partial)

-5-

**EXHIBIT C-1**

**LEGAL DESCRIPTION OF SETTLEMENT PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $V^*$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $V^*$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS.

LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET AND THE SOUTHWESTERLY 40 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$ A OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1311-1315 and 1329 N. Moorman  
Chicago, Illinois 60622

Property Index Number: 17-06-500-044-0000 (partial)

-6-

**EXHIBIT C-2**

**DEPICTION OF SETTLEMENT PROPERTY\***

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

**A**

\*Dark outlines depict Settlement Property and are approximate.

**EXHIBIT D**

**EASEMENT AGREEMENT**

**[Attached]**



-8-

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING,  
PLEASE RETURN TO:

Kiran S. Advani  
Chief Attorney, Corporate & Litigation Chicago Transit Authority  
567 W. Lake Street Chicago, Illinois 60661 (312) 681-2914

**(the above space is for the Recorder's use) EASEMENT**

**AGREEMENT**

THIS EASEMENT AGREEMENT ("Easement Agreement"), made and entered into this  
\_ day of . 2018, by and between THE CHICAGO TRANSIT AUTHORITY, an  
Illinois municipal corporation, political subdivision and unit of local government, (hereinafter referred to as the  
"Grantee") and THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government,  
(hereinafter referred to as the "Grantor").

**WITNESSETH:**

WHEREAS, the Grantor is the fee simple titleholder of certain real estate situated in the County of Cook, State of  
Illinois, which real estate is legally described on Exhibit A and depicted on Exhibit B. both of which are attached hereto  
and by this reference incorporated herein ("Easement Premises"); and

WHEREAS, the Grantee desires to use the Easement Premises for purposes of, including but not limited to,  
access, ingress, egress and maintenance of Grantee's transit equipment, facilities, and structures which are situated,

WHEREAS, pursuant to ordinance adopted by the Grantor's City Council on

, 20 , and published in the Journal of Proceedings of the Grantor's City Council

for such date at pages                      through                      , the Grantor authorized the execution of this

Easement Agreement; and

WHEREAS, pursuant to ordinance adopted by the Grantee's Chicago Transit Board on

, 20 , and published as Ordinance No. , the Grantee

authorized the execution of this Easement Agreement;

NOW THEREFORE, in consideration of the foregoing and for the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1) The recitals set forth above are hereby incorporated and made a part of this Easement Agreement as if fully set forth herein.

2) Grantor hereby grants, conveys, warrants and dedicates to the Grantee, its successors and assigns, a non-exclusive, perpetual easement running with the land, subject to the terms and conditions hereinafter set forth, in, over, upon, through, across, and under the Easement Premises for ingress, egress and maintenance purposes, including but not limited to the access, repair, installations, construction, servicing, alterations, inspecting, and/or replacing the Grantee's Facilities (the "Easement").

3) Grantor hereby covenants that it will not: (a) pave the Easement Premises; (b) place, permit or suffer to place any structures, permanent fixtures, equipment on or over the Easement Premises; or (c) landscape, or plant trees on or over the Easement Premises, without the prior written consent of Grantee.

4) In the event the surface of the Easement Premises is altered or disturbed by Grantee, its agents or employees, the Grantee shall cause the Easement Premises to be restored to the condition of the Easement Premises immediately before such alteration or disturbance. Notwithstanding the foregoing, Grantee shall have no obligation to restore any pavement, structures, permanent fixtures, equipment, landscaping or trees that have been placed on the Easement Premises in violation of Grantor's covenant set forth in Section 3 above.

5) Neither Grantee, Grantor, nor their respective contractors shall place any hazardous materials on the Easement Premises in violation of any applicable law or regulation.

6) Nothing contained herein shall give the Grantee the right or permission, nor is anything contained herein intended to give a right or permission, to enter or use any adjoining lands of the Grantor without the prior written consent of Grantor.

7) The Easement granted herein will not terminate if it is not used for the purposes stated herein for any period of time of any length. Further, the Easement granted herein shall not be presumed abandoned or terminated unless Grantee states in writing its intention to abandon the

**2**

Easement Premises or terminate the Easement.

8) All provisions of this Easement Agreement, including all restrictions, benefits and burdens, and the Easement, shall run with the land and are binding on and inure to Grantor and Grantee and their respective successors and assigns, with the same full force and effect for all purposes as though set forth at length in each and every transfer of the rights contained herein. Each grantee, by acceptance of a deed of conveyance from Grantor, its successors and assigns, and each mortgagee, by acceptance of a mortgage from Grantor, its successors or assigns, accepts said deed or mortgage subject to this Easement Agreement and the terms, conditions and restrictions contained herein.

9) The Grantee agrees that it will save and hold harmless the Grantor, its successors and assigns for all damages, costs or liabilities (including but not limited to reasonable attorney's fees and costs) suffered because of injury to or death of any person or persons or damage(s) to real or personal property, that may arise out of or as a consequence of the activities of the Grantee or its authorized agents, servants or employees, contractors and sub-contractors in or about the Easement Premises and arising from this Easement Agreement.

10) The Grantor agrees that it will save and hold harmless the Grantee, its successors and assigns for all damages, costs or liabilities (including but not limited to reasonable attorney's fees and costs) suffered because of injury to or death of any person or persons or damage(s) to real or personal property, that may arise out of or as a consequence of the activities of the Grantor or its authorized agents, servants or employees, contractors and sub-contractors in or about the Easement Premises and arising from this Easement Agreement.

11) All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

If to CTA:

Chicago Transit Authority 567 West Lake Street  
Chicago, Illinois 60661 Attention: Joe Harmening

With a copy at the address above, attention: General Counsel's Office If to City: City of

Chicago  
Department of Planning and Development 121 N. LaSalle Street,  
Rm. 1000 : Chicago, Illinois 60602 Attn: Commissioner

With a copy to:

City of Chicago  
Department of Law  
121 N. LaSalle, Suite 600

**3**

Chicago, Illinois 60602 Attn: Real Estate Division

12) This Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but both of which together shall constitute the same instrument.

13) This Easement Agreement is governed by and construed in accordance with the laws of the State of Illinois and the parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and further agree to venue lying in the Circuit Court of Cook County, Illinois.

14) This Easement Agreement sets forth the entire understanding of Grantor and Grantee and may be modified only by instruments signed by both Grantor and Grantee, or their successors or assigns.

15) In the event of litigation regarding the subject matter of this Easement Agreement, the prevailing party, holding final judgment from a court with appropriate jurisdiction, shall have the right to claim reasonable attorney's fees from the non-prevailing party.

16) When a transfer of ownership of the Easement Premises takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates. The transferee of any part or all of the ownership of the Easement Premises shall be and become liable for all obligations of the Grantor hereafter and if there is more than one such transferees or owners they shall be jointly and severally liable for all such obligations.

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

SIGNATURE BLOCKS APPEAR ON THE NEXT PAGE.

IN WITNESS WHEREOF, the Grantor and the Authority have caused this Easement Agreement



5

STATE OF ILLINOIS)  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Commissioner of Planning and Development of THE CITY OF CHICAGO, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2018.

NOTARY PUBLIC

My Commission Expires:

STATE OF ILLINOIS)  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that       , the       of THE CHICAGO TRANSIT AUTHORITY, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this       day of       , 2018.

NOTARY PUBLIC

My Commission Expires:

6

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT PREMISES**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL ONE:

THE NORTHEASTERLY 15 FEET OF THE FOLLOWING TRACT OF LAND: LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTHEASTERLY 15 FEET OF LOT 20 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL THREE:

THE NORTHEASTERLY 15 FEET OF THE FOLLOWING TRACT OF LAND: LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOT AND EXCEPT THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR:

THE NORTHEASTERLY 13.9 FEET OF THE FOLLOWING TRACT OF LAND: LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOT AND EXCEPT THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1311-1315 and 1329 N. Moorman  
Chicago, Illinois 60622

PERMANENT INDEX NUMBER: 17-06-500-044-0000 (partial)

**7**

**EXHIBIT B DEPICTION OF EASEMENT PREMISES\***

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

[ATTACHED]

Easement Premises are the shaded portions of each boundary survey and are approximate.



**EXHIBIT E**

**SETTLEMENT AGREEMENT**

**[Attached]**  
**SETTLEMENT AGREEMENT**

This Settlement Agreement and Release ("Agreement") is made on or as of , 2018 (the "Effective Date"), by and between Irene B. Idzik, Mark Idzik, Ewa Idzik (collectively, the "Idzik Defendants") and the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development. The City and the Idzik Defendants are each referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, on July 28, 2015, the City filed a lawsuit in the Circuit Court of Cook County, Chancery Division, captioned City of Chicago v. Idzik, 2015-CH-l 1410 (the "Lawsuit"), seeking declaratory judgment of the court to resolve a dispute about the ownership of the real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, in the Lawsuit, the City requests, inter alia, that the court declare that the City holds all rights, title, and interest in the Property; that Stanley Idzik holds no rights, title or interest in the Property; and that the "Notice of Ownership in Fee Simple Title by Adverse Possession" executed by Stanley Idzik on February 5, 2014, and recorded in the Office of the Cook County Recorder of Deeds on June 27, 2014, as document number 1417854208, constitutes a cloud on title of the Property and, as such, is illegal, void, and canceled of record; and

WHEREAS, the Idzik Defendants subsequently filed an action (the "Counterclaim Lawsuit") against the City in which they seek, inter alia, a declaration that they hold all rights, title, and interest to the real property legally described on Exhibit B attached hereto (the "Counterclaim Property"); and

WHEREAS, in the Counterclaim Lawsuit, the Idzik Defendants state that they possess all rights, title, and interest in the Counterclaim Property as the sole heirs at law of Stanley Idzik, who they allege took possession and control of the Counterclaim Property by way of adverse possession; and

WHEREAS, the Parties have determined that they wish to enter into this Agreement to fully and finally resolve and settle the Lawsuit and the Counterclaim Lawsuit (collectively, the "Lawsuits"); and

WHEREAS, the Parties wish to resolve the Lawsuits by the City conveying, via quitclaim deed, the real property legally described on Exhibit C-1 attached hereto and depicted on Exhibit C-2 attached hereto (the "Settlement Property") to Irene B. Idzik; and

WHEREAS, the Idzik Defendants understand that the Settlement Property shall be conveyed subject to those certain easements required by the Chicago Transit Authority (the "CTA") for the purpose of the CTA

accessing, operating and maintaining its railroad tracks located at the rear of the Settlement Property (the "CTA Easements"); and

-1-

WHEREAS, the CTA Easements will require the approval of the Chicago Transit Board of the CTA ("Transit Board"), which approval is attended to occur at the Transit Board's next meeting; and

WHEREAS, in the interests of settlement, the Parties arranged for three separate real estate appraisals to ascertain the fair market value of the Settlement Property, and have determined that the fair market appraised value of the Settlement Property, as set forth in that certain appraisal dated April 13, 2018, by Kelly Appraisals Consultants, Inc., is Two Hundred Ninety Thousand and No/100 Dollars (\$290,000); and '

WHEREAS, Irene B. Idzik has agreed to pay this fair market appraised value of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000) in consideration for the Settlement Property; and

WHEREAS, the City Council of the City ("City Council"), pursuant to an ordinance adopted on \_\_\_\_\_, 20\_\_\_\_, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of Proceedings of the City Council for such date, authorized the execution of this Agreement;

NOW THEREFORE, in consideration of the mutual promises, representations, and undertakings set forth below to be kept and performed by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **AGREEMENTS**

1. Recitals. The preamble and recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

2. No Admission of Liability. The Parties agree that nothing contained in this Agreement shall constitute or be deemed to be an admission of any fault, liability, or wrongdoing of any kind whatsoever on the part of any Party or any Party's future, current, or former officers, agents, representatives, and employees. The Parties further acknowledge and agree that settlement is made to avoid the uncertainty and expense of litigation.

3. Dismissal of Lawsuit and Counterclaim. Within fifteen (15) business days after execution of this Agreement, the Parties will submit orders to the court dismissing their respective Lawsuits in their entirety with prejudice, with each Party bearing its own costs.

4. **Mutual Release.**

- a. The Idzik Defendants, on behalf of themselves and their assigns, employees, agents, and representatives, hereby release and discharge the City and its past, present, and future officials, employees, partners, agents, officers, and representatives and all persons acting by, through, or in concert with any of them, from any and all claims, charges, complaints, debts, liabilities, demands,

-2-

obligations, promises agreements, costs, expenses, damages, suits, actions, rights to appeal, pending appeals, and causes of action arising either directly or indirectly from the transaction at issue in the Lawsuits.

- b. The City, on behalf of itself and its assigns, employees, agents, and representatives, hereby release and discharge the Idzik Defendants from any and all claims, charges, complaints, debts, liabilities, demands, obligations, promises agreements, costs, expenses, damages, suits, actions, rights to appeal, pending appeals, and causes of action arising either directly or indirectly from the transaction at issue in the Lawsuits.
- c. The releases set forth herein do not release the Parties from their obligations, duties, or conditions of approval set forth in this Agreement and shall take effect on the date this Agreement is signed and therefore executed by all Parties.

5. Attorneys' Fees and Costs. Each Party hereto shall bear its own respective costs, expenses, and attorneys' fees with respect to the Lawsuits and this Agreement.

6. Purchase Price. Subject to the terms of this Agreement, the City agrees to sell, and Irene B. Idzik agrees to purchase, the Settlement Property for the sum of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000) to be paid on the Closing Date (as defined below) by certified or cashier's check. Except as specifically provided herein to the contrary, Irene B. Idzik shall pay all escrow fees and other title insurance fees and closing costs.

7. Closing. The closing of the transfer of the Settlement Property from the City to Irene B. Idzik (the "Closing") shall take place at such place as the Parties may mutually agree in writing. The Closing shall occur on a date that is mutually agreeable to the Parties (the "Closing Date") but in no event later than December 31, 2018, unless the Parties mutually agree in writing to extend such outside date.

8. Conveyance of Title. The City shall convey the Settlement Property by quitclaim deed, substantially in the form attached hereto as Exhibit D (the "Deed"). On the Closing Date, the City shall deliver to either Irene B. Idzik or the Title Company (as defined below), as applicable: (a) the Deed; (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession of the Settlement Property. At the Closing, Irene B. Idzik shall pay to record the Deed and any other documents incident to the conveyance of the Settlement Property to Irene B. Idzik. If Irene B. Idzik requires conveyance through escrow, Irene Idzik shall pay all escrow fees.

## **9. Title, Survey and Real Estate Taxes.**

- a. Title Insurance. Irene B. Idzik may, at her own expense, obtain a commitment for an owner's policy of title insurance for the Settlement Property. Irene B. Idzik shall be solely responsible for and shall pay all costs associated with updating the title commitment (including all search, continuation and later-date fees), and obtaining a title insurance policy and such endorsements as she deems necessary.

-3-

If the Parties mutually agree to close at the downtown offices of a title company ("Title Company"), the City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing.

- b. Survey. The City acknowledges that the Idzik Defendants have provided the City with that certain boundary survey of the Settlement Property prepared by Exacta Illinois Surveyors, Inc., originally dated June 21, 2017, and updated as of February 1, 2018 (the "Survey"). Irene B. Idzik shall be solely responsible for and shall pay for all costs associated with updating the Survey, including but not limited to, correcting the legal descriptions of the Settlement Property. Further, Irene B. Idzik shall be solely responsible for and pay for all costs associated with the survey work necessary for: (1) the CTA Easements; and (2) a property index number ("PIN") division by the Cook County Assessor so that the Settlement Property can be separated from PIN 17-06-500-044-0000.
- c. Correction of Title. The City shall have no obligation to clear title defects; provided however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Settlement Property or liens for such unpaid properties taxes, to the extent those taxes or tax liens can be waived or released, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-0100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County.

#### **Environmental Matters.**

- a. "AS IS" SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE SETTLEMENT PROPERTY OR THE SUITABILITY OF THE SETTLEMENT PROPERTY FOR ANY PURPOSE WHATSOEVER. THE IDZIK DEFENDANTS ACKNOWLEDGE THAT THEY HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE SETTLEMENT PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE SETTLEMENT PROPERTY. THE IDZIK DEFENDANTS AGREE TO ACCEPT THE SETTLEMENT PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE SETTLEMENT PROPERTY OR THE SUITABILITY OF THE SETTLEMENT PROPERTY FOR ANY PURPOSE WHATSOEVER. THE IDZIK DEFENDANTS

ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE IDZIK DEFENDANTS AGREE THAT IT IS THEIR SOLE RESPONSIBILITY AND OBLIGATION

TO PERFORM AT THEIR EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK (AS DEFINED BELOW) AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE SETTLEMENT PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

- b. Release and Indemnification. The Idzik Defendants, on behalf of themselves, their successors and assigns, and anyone claiming by, through or under them (collectively, the "Idzik Parties"), hereby release, relinquish and forever discharge the Indemnities (as defined below) from and against any and all Losses (as defined below). Losses which the Idzik Defendants or any of the Idzik Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Settlement Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (as defined below), or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Settlement Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Settlement Property or the migration of Hazardous Substances from or to other property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws (as defined below), including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA (as defined below); and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Settlement Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Idzik Defendants shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Idzik Parties) arising out of or in any way connected with, directly or indirectly,^ any of the Released Claims.

-5-

Release Runs with the Settlement Property. The covenant of release in Section 10.b above shall run with the Settlement Property, and shall be binding upon all successors and assigns of the Idzik Defendants with respect to the Settlement Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Settlement Property under or through Irene B. Idzik following the date of the Deed. The Idzik Defendants acknowledge and agree that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Settlement Property to Irene B. Idzik. It is expressly agreed and understood by and between the Idzik Defendants and the City that, should any future obligation of the Idzik Defendants arise or be alleged to arise in connection with any environmental, soil or other condition of the Settlement Property, the Idzik Defendants shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 10.b contains a full, complete and final release of all such claims.

Survival. This Section 10 shall survive the Closing Date or any termination of this Agreement (regardless of the

reason for such termination).

Definitions. For the purposes this Section 10, the following terms shall have the following meanings:

"Environmental Laws" means any and all laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Environmental Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Hazardous Substance(s)" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Indemnitees" shall mean the City, and its elected and appointed officials, employees, agents and affiliates.

"Losses" means any and all claims, demands, actions, suits, causes of action, legal or administrative proceedings, losses, damages, obligations, liabilities, executions, judgments, fines, penalties, assessments, liens, debts, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, investigation, cleanup, monitoring, remedial, removal and restoration costs, natural resource damages, property damages, and the reasonable fees and disbursements of counsel for Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto).

10. No Assignment. Neither Party shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the prior written approval of the other party, which approval shall not be unreasonably withheld. The Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the entities or person on whose behalf they are signing.

12. Entire Agreement; Modification. This Agreement, and any exhibits hereto, constitutes the entire agreement of the Parties with regard to the settlement of the Lawsuits, and there are no other understandings or agreements between the Parties with respect thereto. This Agreement may not be modified, interpreted, amended, waived, or revoked orally, but only by a writing signed by the Parties or their attorneys.

13. Independent Advice. The Parties represent that in making the decision to enter into this Agreement: (a) they have been represented by independent counsel and have not relied upon any express or implied representations of the other Party's agents, attorneys, or representatives concerning any matter related to this Agreement, (b) they either have fully obtained whatever information and advice they desire regarding the effect of this Agreement, or are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail, and (c) they have had a reasonable opportunity to consider the terms of this Agreement with the assistance of their own counsel.

-7-

14. Binding Effect. This Agreement shall be and is binding upon and inures to the benefit of the Parties hereto, and to their respective successors and assigns.

15. Construction. This Agreement has been subject to negotiations and discussions between the Parties. It has been, and will be construed to have been, drafted by both Parties, so that any rule construing ambiguities against the drafter will have no force or effect.

16. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties hereto and their permitted successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person, directly or derivatively in the name of any party.

17. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

18. No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20. Limitation of Liability. No member, official, director, trustee or employee of the City shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to either party under the terms of this Agreement.

21. Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or

affecting in any way the express terms and provisions hereof.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

23. Date of Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day. <sup>s</sup>

24. Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, 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.

25. Force Majeure. Neither the City nor the Idzik Defendants nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to

-8-

discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of contractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

26. Venue and Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

27. Notice. 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) facsimile or email, provided that there is written confirmation of such communication; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested

If to the City:

City of Chicago  
Department of Planning and Development 121 N.  
LaSalle, 10<sup>th</sup> Floor Chicago, Illinois 60602 Attn:  
Commissioner

With a copy to:  
City of Chicago  
Department of Law  
121 N. LaSalle, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division



And a copy to: City of Chicago  
Department of Law 30 N. LaSalle,  
Suite 1230 Chicago, Illinois 60602

Attn: Constitutional & Commercial Litigation Division If to Plaintiff:

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email or facsimile, respectively, provided that such email or facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a

-9-

business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) 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. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

*(Signature Page Follows)*

-10-

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

The City of Chicago, an Illinois municipal corporation and home-rule government,

By:

Signature

Date

Printed Name Its:  
Title

Mark Idzik, an individual, By:

Ewa Idzik, an individual, By:

Signature

Date

Printed Name

**Attorney for Idzik Defendants,**

**By:**

Signature

Printed Name

-11-

Date

-12-

**EXHIBIT A TO SETTLEMENT AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 20 AND 21 IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $V^*$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:       1311-1315 N. Moorman  
Chicago, Illinois 60622

Property Index Number:   17-06-500-044-0000 (partial)

-13-

**EXHIBIT B TO SETTLEMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE COUNTERCLAIM PROPERTY**

LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$ A OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ A OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET AND THE SOUTHWESTERLY 40 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 25 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 53 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$ A OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1311-1315 and 1329N. Moorman  
Chicago, Illinois 60622

Property Index Number: 17-06-500-044-0000 (partial)

-14-

**EXHIBIT C-1 TO SETTLEMENT  
AGREEMENT**

**LEGAL DESCRIPTION OF SETTLEMENT PROPERTY**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET AND THE SOUTHWESTERLY 40 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST  $V_2$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1311-1315 and 1329 N. Moorman  
Chicago, Illinois 60622

Property Index Number: 17-06-500-044-0000 (partial)

-15-

**EXHIBIT C-2 TO SETTLEMENT AGREEMENT**

**DEPICTION OF SETTLEMENT PROPERTY\***

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

◆Dark outlines depict Settlement Property and are approximate.

-16-

**EXHIBIT D TO SETTLEMENT AGREEMENT**

**QUITCLAIM DEED**

**[Attached]**

**-17**

I



**QUITCLAIM DEED (Vacant  
Land)**

(The Above Space for Recorder's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(8); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B).

GRANTOR, CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), for the consideration of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000) conveys and quitclaims all interest in the real property legally described and identified on Exhibit A attached hereto ("Property"), pursuant to Ordinance adopted by the City Council of the City ("City Council") on \_\_\_\_\_, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages \_\_\_\_\_ through \_\_\_\_\_, to IRENE B. IDZIK ("Grantee"), with a principal home address of \_\_\_\_\_.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (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, including but not limited to that certain easement agreement by and between Grantor and the Chicago Transit Authority, dated as of \_\_\_\_\_, and recorded with the Office of the Cook County Recorder of Deeds on \_\_\_\_\_, as Document No. \_\_\_\_\_; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents. In addition, this conveyance is expressly subject to the following conditions and covenants which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns:

FIRST: Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "as is," "where is" and "with all faults" condition without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee, on behalf of itself and its successors and

-18-

assigns, shall release, relinquish and forever discharge the City and its officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or

administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property (collectively, the "Released Claims"). Furthermore, Grantee shall indemnify, defend (through an attorney reasonably acceptable to Grantor) and hold Grantor harmless from and against any and all any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly; any of the Released Claims. The foregoing covenant of release and indemnification is part of the consideration for the Property and shall run with the land and bind Grantee and Grantee's successors and assigns.

SECOND: Grantee acknowledges that if Grantee (or its successors or assigns) develops the Property with a "residential housing project," as that term is defined in Section 2-45-115 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), Grantee (or its successors or assigns) shall be obligated to comply with the Affordable Requirements Ordinance.

-19-

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of the day of \_\_\_\_\_, 2018.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

Andrea M. Valencia, City Clerk

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Edward N. Siskel, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City"), pursuant to proxy on behalf of Rahm Emanuel, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on \_\_\_\_\_, 201\_.

Notary Public

Approved \_\_\_\_\_ as \_\_\_\_\_ to \_\_\_\_\_ Form \_\_\_\_\_ and \_\_\_\_\_ Legality, \_\_\_\_\_ except \_\_\_\_\_ as \_\_\_\_\_ to  
legal description

Deputy Corporation Counsel

THIS INSTRUMENT WAS PREPARED BY: MAIL DEED AND SUBSEQUENT TAX  
BILLS TO:

City of Chicago  
Department of Law  
Real Estate Division  
121 North LaSalle Street, 600  
Chicago, Illinois 60602

Irene B. Idzik

-20-

**EXHIBIT A TO DEED**

**LEGAL DESCRIPTION**

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 20 AND 21 (EXCEPT THE NORTHEASTERLY 46.00 FEET OF SAID LOTS) IN MOORMAN'S

ADDITION TO CHICAGO IN THE EAST 14 OF THE NORTHEAST V\* OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 23 (EXCEPT THE NORTHEASTERLY 46.00 AND THE SOUTHWESTERLY 20 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST 14 OF THE NORTHEAST % OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 24 (EXCEPT THE NORTHEASTERLY 46.00 FEET AND THE SOUTHWESTERLY 40 FEET OF SAID LOT) IN MOORMAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1311-1315 and 1329 N. Moorman  
Chicago, Illinois 60622

Property Index Number: 17-06-500-044-0000 (partial)

-21-

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: Irene B. Idzik

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: 1313 N Moorman St, Chicago, IL 60622

C. Telephone

Fax:

Email:

D. Name of contact person: Irene B. Idzik

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): Settlement of litigation with respect to

1311-1315 N Moorman Chicago IL 60622 17-06-500-044-0000 (partial)

G. Which City agency or department is requesting this EDS? Department of Planning and Development

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

Specification #

and Contract #

Ver.2017-1

Page! of 14

## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

Person

☐ Publicly registered business corporation ☐ Privately held business corporation ☐ Sole proprietorship ☐

General partnership ☐ Limited partnership ☐ Trust

☐ Limited liability company

☐ Limited liability partnership

☐ Joint venture

☐ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(cX3))?

U Yes ☐ No ☐ Other (please specify)

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

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.

Name Title

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 14

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
------	------------------	--------------------------------------

### 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 officials) 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 officials) and/or spouse(s)/domestic partner(s) and describe the financial interests).

### 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 14

Name (indicate whether retained or anticipated)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, etc.)	Fees (indicate whether paid or estimated.)
---	------------------	--	--

NOTE:

to be retained) lobbyist, etc.) "hourly rate" or "t.b.d." is not an acceptable response.

William Fitzpatrick 36 W Randolph Ste 301 Chicago IL 60601

Attorney, ^A/W (tt^gj tKj

(Add sheets if necessary)

C^s />je< XoW? Luh^\cc{ ^ Jol<)

[ ] 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 PQ 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?

[ J Yes [ J No

### B. FURTHER CERTIFICATIONS

1. [This paragraph I 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").

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 I -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

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.

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"), none

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, none

## C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

☐ 1 is ☐ pfl 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."

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):

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

☐ No

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.

## 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.

X 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):

(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  
Ver.2017-1 Page 9 of 14

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?

N Yes ☐ 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

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 ☐ J Reports 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:

## 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) <<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.

Page 11 of 14

## **CERTIFICATION**

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

(Sign here) Irene B. Idzik  
(Print or type name of person signing)

Irene B. Idzik (Print or type exact name of Disclosing Party)

(Print or type title of person signing)

Signed and sworn to

OFFICIAL SEAL CAROL LKARLICEK notary Public • state of uinois mv commission expires.06.79go

Page 12 of 14



**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.1 .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.**

**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.