



City of Chicago Office of the City Clerk

City Hall
121 North LaSalle Street
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Referred to Committees at the Chicago City Council Meeting 11/19/2014 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral
Agreement(s) - Miscellaneous			
1	O2014-9415	Sewer and structure assignment agreements with Metropolitan Water Reclamation District of Greater Chicago	Emanuel (Mayor) Housing
Appointment(s)			
2	A2014-109	Appointment of Mary E. Lindsey and Ellen K Rhodes as members of Special Service Area No. 56, Bronzeville Commission	Emanuel (Mayor) Finance
3	A2014-110	Appointment of Aaron R. Collard and Frances M. Guichard as members of Special Service Area No. 56, Bronzeville Commission	Emanuel (Mayor) Finance
4	A2014-111	Appointment of LaTrina B. Shepherd as member of Special Service Area No. 49, South Shore/Exchange Commission	Emanuel (Mayor) Finance
5	A2014-112	Appointment of Henry C. Schuppert as member of Special Service Area No. 17, Central Lakeview Commission	Emanuel (Mayor) Finance
Municipal Code Amendment(s)			
6	O2014-9405	Amendment of Municipal Code Title 2 by adding new Chapter 157 establishing Large Lot Program and authorization to enter into agreement with Local Initiatives Support Corp. for maintenance and hosting of program-related website	Emanuel (Mayor) Housing
Property - Acquisition			
7	O2014-9408	Acquisition of property at 3200 S Kedzie Ave, 3230 W 31st St and 3354 W 31st St for St. Anthony Hospital Project	Emanuel (Mayor) Housing



City of Chicago



O2014-9415

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Sewer and structure assignment agreement with Metropolitan Water Reclamation District of Greater Chicago
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of sewer structure agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO

LIBRARY

1964

ORDINANCE

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

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization Nos. 03-CH-11, 10-CH-03 and 12-CH-02 (each, an "Authorization", and, collectively, the "Authorizations") that consist of the City's (i) removal and reconstruction of a connection chamber upon the MWRD interceptor sewer located at the intersection of South Loomis and Eleanor Streets within Chicago, Illinois; (ii) construction of five junction chambers and four sewer segments northeast of the intersection of Franklin and Harrison Streets within Chicago, Illinois; and (iii) construction of a manhole structure and 18 to 24-inch diameter sewer segments from MWRD East Siphon Chamber to MWRD TARP Connecting Structure located in West Peterson Avenue Right of Way approximately 150 feet west of North Shore Channel within Chicago, Illinois, respectively; and

WHEREAS, as proposed under each of the aforesaid Authorizations, the City was permitted to construct the aforesaid sewers and structures (collectively, the "Sewers and Structures") as depicted on the attached Exhibit A; and

WHEREAS, each of the Sewers and Structures were subsequently constructed by the City; and

WHEREAS, each of the Sewers and Structures discharges to the MWRD TARP or sewage and treatment systems; and

WHEREAS, Special Condition No. 12 of Authorization No. 03-CH-11 requires that the City convey ownership of the Structure to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, Special Condition No. 3 of Authorization No. 10-CH-03 requires that the City convey ownership of the Sewers and Structures to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, Special Condition No. 16 of Authorization No. 12-CH-02 requires that the City convey ownership of the Sewers and Structures to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, the City's Department of Water Management ("DWM"), after due investigation and consideration, has determined that it is in the best interest of the City for the City to convey the Sewers and Structures to the MWRD in accordance with the Authorizations; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of DWM (the "Commissioner") or a designee of the Commissioner is each hereby authorized to execute, subject to the approval of the Corporation Counsel as to form and legality, a Structure Assignment Agreement and two Sewer and Structure Assignment Agreements in substantially the form attached hereto as Exhibit B, for each of the three (3) Authorizations, and any other such documentation as may be necessary to effectuate the transaction described herein.

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

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

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

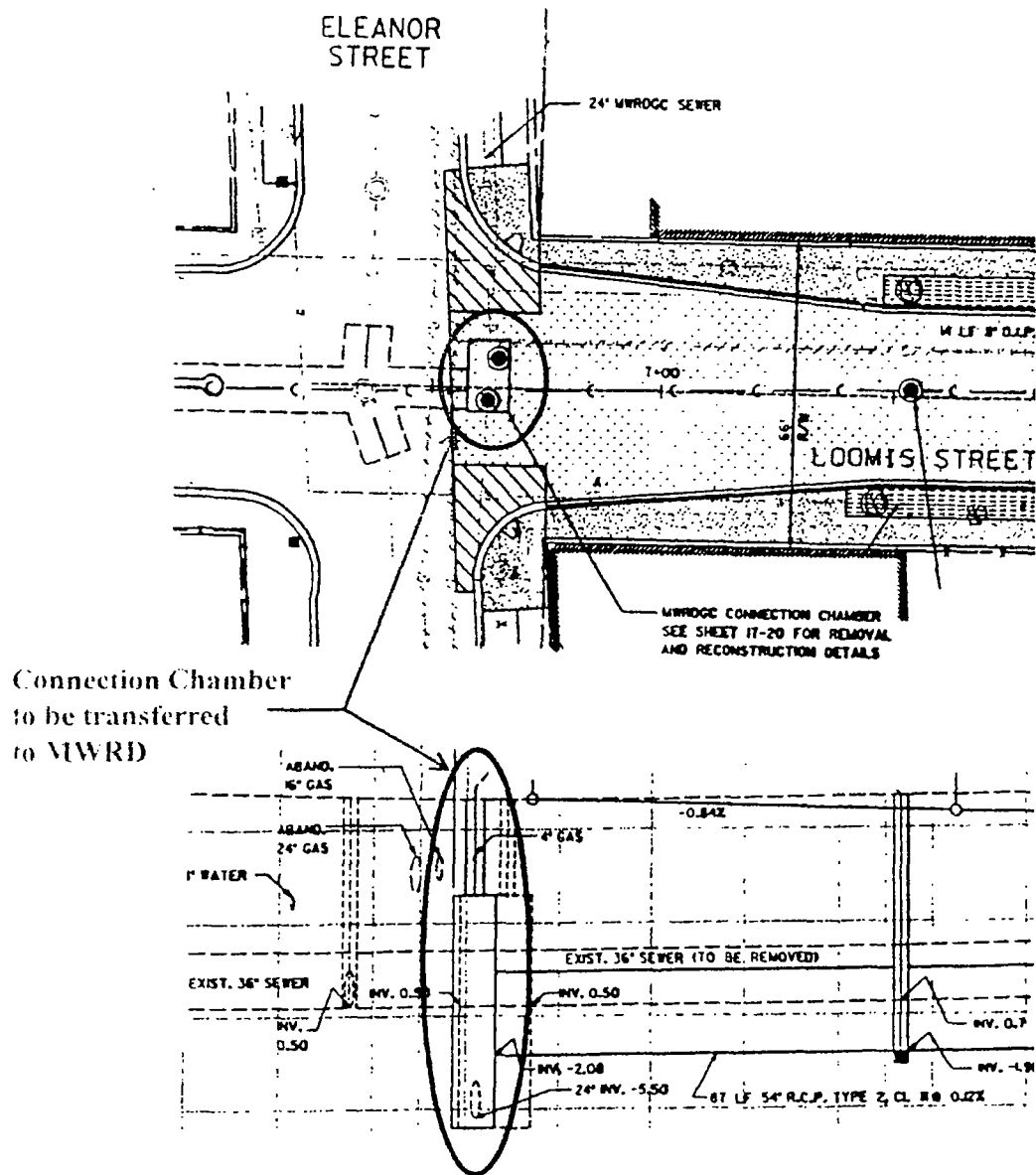
Exhibit A

Depictions of Sewers and Structures

(attached)

- Exhibit A, 03-CH-11
- Exhibit A, 10-CH-03
- Exhibit A, 12-CH-02

Exhibit A



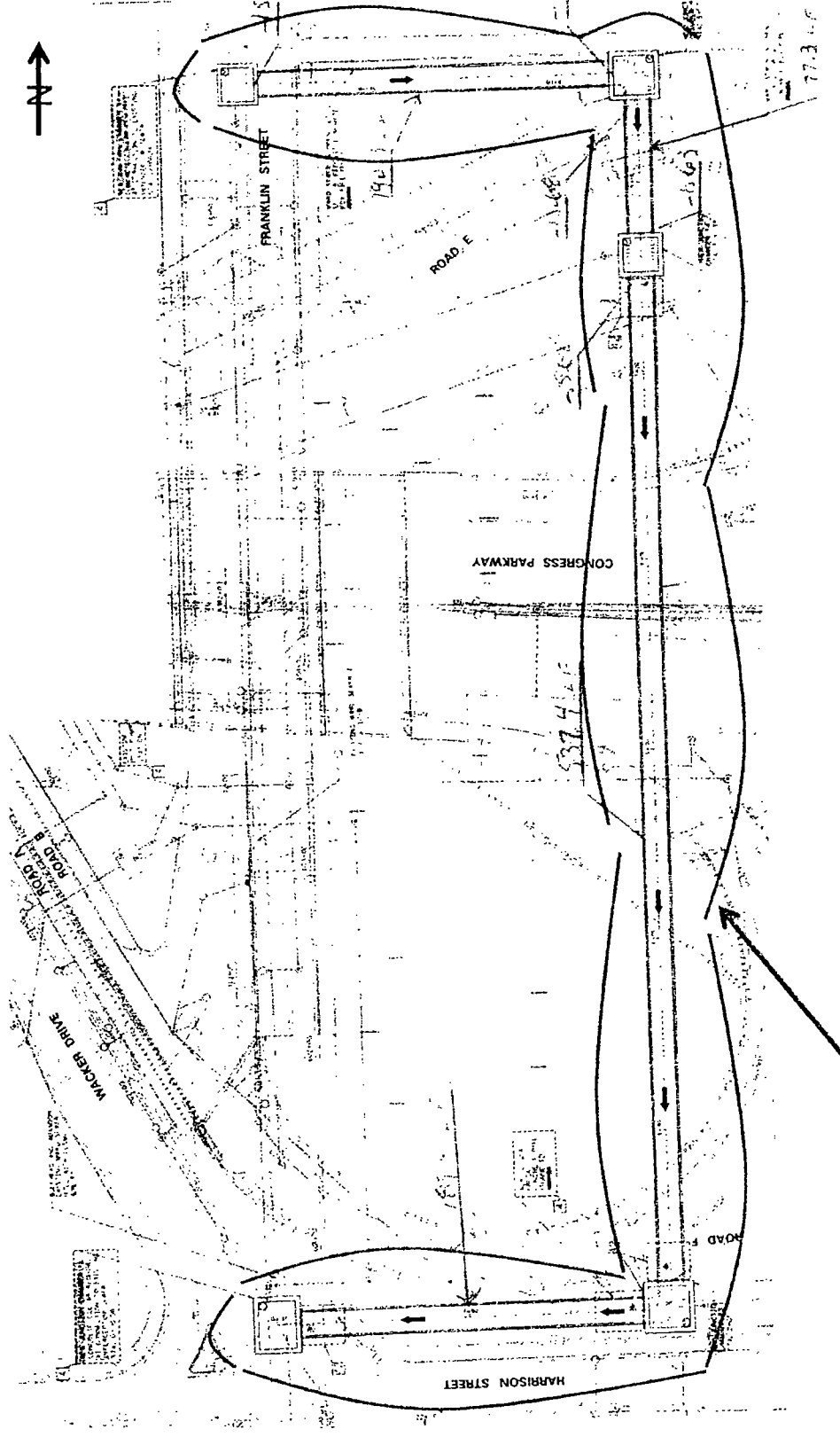
Connection Chamber Ownership Transfer to MWRD

Sewer Connection Authorization No. 03-CH-011

Permittee: City of Chicago

Project: Viaduct Clearance Improvement – South Loomis Street: Eleanor St. to Archer Ave.

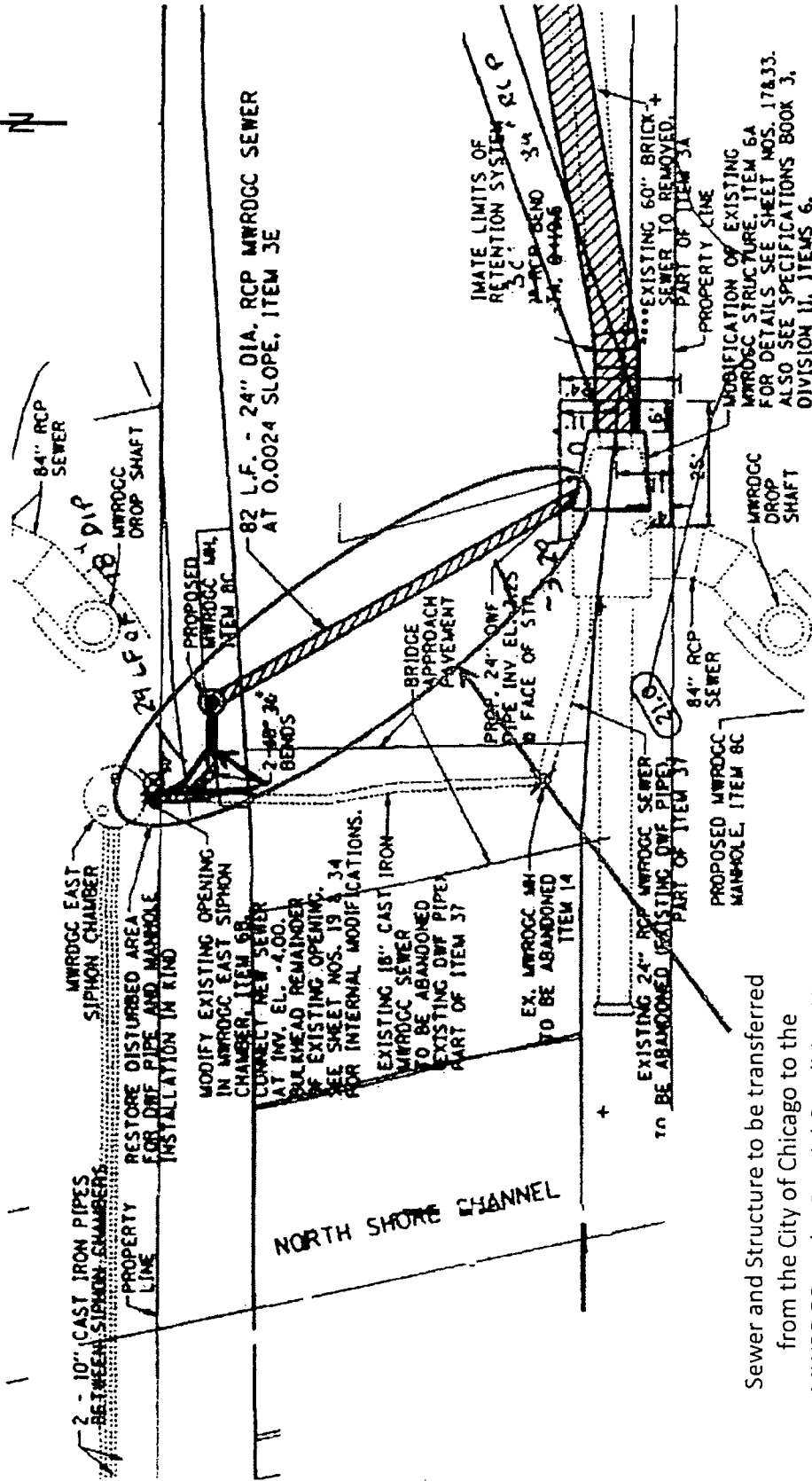
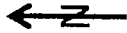
EXHIBIT A



Sewers and Structures to be transferred from the City of Chicago to the MWRDGD under Special Condition No. 3 of the Sewer Connection Authorization No. 10-CH-03

Sewer Connection Authorization No: 10-CH-03
Applicant: City of Chicago
Project: Wacker Drive Reconstruction – Congress Parkway Interchange Roadway Improvements

EXHIBIT A



Sewer and Structure to be transferred
from the City of Chicago to the
MWRDGD under Special Condition No.
16 of the Sewer Connection
Authorization No. 12-CH-02

Sewer Connection Authorization No: 12-CH-02

Applicant: City of Chicago

**Project: West Peterson Ave. – North Lincoln Ave to North
Artesian Ave.; North Fairfield Ave. – West Peterson Ave. to
West Granville Ave.**

Exhibit B

Forms of Sewer and Structure Assignment Agreements

(attached)

STRUCTURE ASSIGNMENT AGREEMENT
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Sewer Connection Authorization No. 03-CH-11

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 03-CH-11 ("Authorization") that consisted of removal and reconstruction of a connection chamber upon the MWRD interceptor sewer located at the intersection of South Loomis and Eleanor Streets within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid structure (hereinafter "Structure") as shown on the attached Exhibit A; and

WHEREAS, the Structure was subsequently constructed by Chicago and discharges to the MWRD sewage and treatment system; and

WHEREAS, Special Condition No. 12 of Authorization No. 03-CH-11 requires that ownership of the Structure be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Structure by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I

CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Structure, constructed at the intersection of South Loomis and Eleanor Streets in Chicago, Illinois, as specifically described on the attached Exhibit A in accordance with the terms and conditions as set forth herein; and MWRD

will then own, operate and maintain the Structure in accordance with the usual procedures of MWRD.

2. Chicago will give MWRD prompt notice of any damage or defect in the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

1. Chicago will not open, cover, remove, modify, or alter the Structure or enter upon the Structure without providing notice to, and receiving the written approval of, MWRD.
2. Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Structure (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.
3. Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.
4. Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III

ASSUMPTION BY GRANTEE

1. MWRD hereby accepts ownership of the Structure and assumes responsibility for the operation, maintenance and upkeep of the Structure.

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.
2. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitute a single agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago has caused this Agreement to be duly executed in its name and on its behalf by its appropriate officers as set forth below, and the City of Chicago has caused this Agreement to be duly executed in its name and on its behalf by its Commissioner of the Department of Water Management as of the date appearing on the first page of this Agreement.

CITY OF CHICAGO
DEPARTMENT OF WATER
MANAGEMENT

By: _____
Thomas H. Powers, P.E.
Commissioner

Signed and Sworn to before me
this ____ day of _____ 2014.

Notary Public

Approved as to form and legality:

Department of Law

MWRD SIGNATURE PAGE

ACCEPTED:

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos
Chairman of the Committee on Finance

ATTEST:

By: _____
Jacqueline Torres
Clerk

APPROVED AS TO ENGINEERING:

Catherine A. O'Connor
Director of Engineering

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma
Director of Maintenance and Operations

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

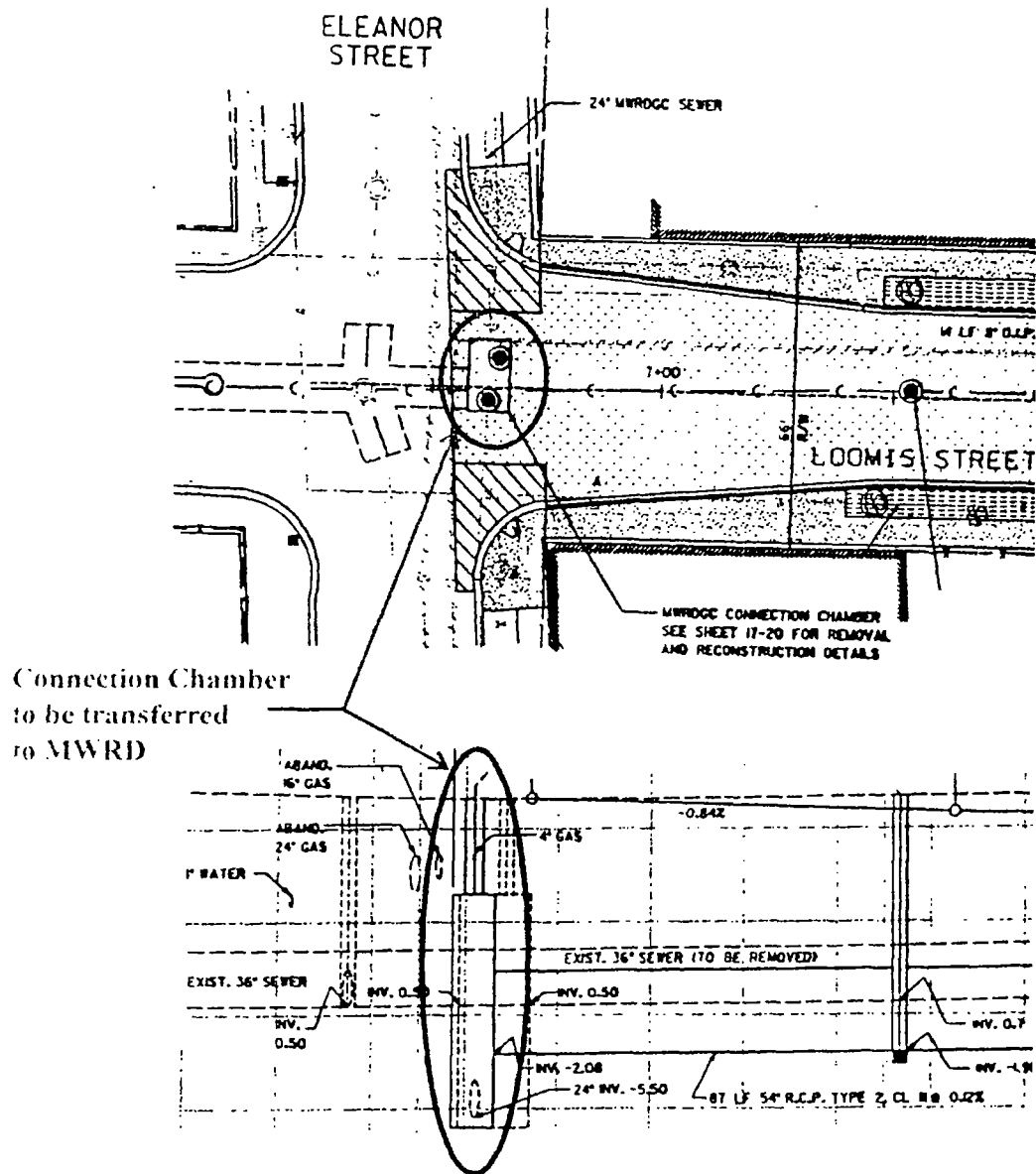
General Counsel

This instrument was prepared by:
Ronald M. Hill, General Counsel
Law Department
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street, Room 301
Chicago, Illinois 60611
(312) 751-6587

Exhibit A to Structure Assignment Agreement (No. 03-CH-11)

[Attached]

Exhibit A



Connection Chamber Ownership Transfer to MWRD

Sewer Connection Authorization No. 03-CH-011

Permittee: City of Chicago

Project: Viaduct Clearance Improvement – South Loomis Street: Eleanor St. to Archer Ave.

SEWER AND STRUCTURE ASSIGNMENT AGREEMENT
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Sewer Connection Authorization No. 10-CH-03

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 10-CH-03 ("Authorization") that consisted of construction of five junction chambers and four sewer segments northeast of the intersection of Franklin and Harrison Streets within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid sewers and junction chambers (hereinafter "Sewers and Structures") as shown on the attached Exhibit A; and

WHEREAS, the Sewers and Structures were subsequently constructed by Chicago and discharge to the MWRD sewage and treatment system; and

WHEREAS, Special Condition No. 3 of Authorization No. 10-CH-03 requires that ownership of the Sewers and Structures be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewers and Structures by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I

CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Sewers and the Structures, constructed northeast of the intersection of Franklin and Harrison Streets in Chicago, Illinois, as specifically described on the attached Exhibit A in accordance with the terms and conditions as set forth

herein; and MWRD will then own, operate and maintain the Sewers and Structures in accordance with the usual procedures of MWRD.

2. Chicago will give MWRD prompt notice of any damage or defect in the Sewer and the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

1. Chicago will not open, cover, remove, modify, or alter the Sewers or the Structures or enter upon the Sewers or Structures without providing notice to, and receiving the written approval of, MWRD.
2. Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Sewers or Structures (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.
3. Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.
4. Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Sewer or the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III

ASSUMPTION BY GRANTEE

1. MWRD hereby accepts ownership of the Sewers and the Structures and assumes responsibility for the operation, maintenance and upkeep of the Sewer and Structure.

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.
2. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitute a single agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago has caused this Agreement to be duly executed in its name and on its behalf by its appropriate officers as set forth below, and the City of Chicago has caused this Agreement to be duly executed in its name and on its behalf by its Commissioner of the Department of Water Management as of the date appearing on the first page of this Agreement.

CITY OF CHICAGO
DEPARTMENT OF WATER
MANAGEMENT

By: _____
Thomas H. Powers, P.E.
Commissioner

Signed and Sworn to before me
this ____ day of _____ 2014.

Notary Public

Approved as to form and legality:

Department of Law

MWRD SIGNATURE PAGE

ACCEPTED:

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos
Chairman of the Committee on Finance

ATTEST:

By: _____
Jacqueline Torres
Clerk

APPROVED AS TO ENGINEERING:

Catherine A. O'Connor
Director of Engineering

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma
Director of Maintenance and Operations

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

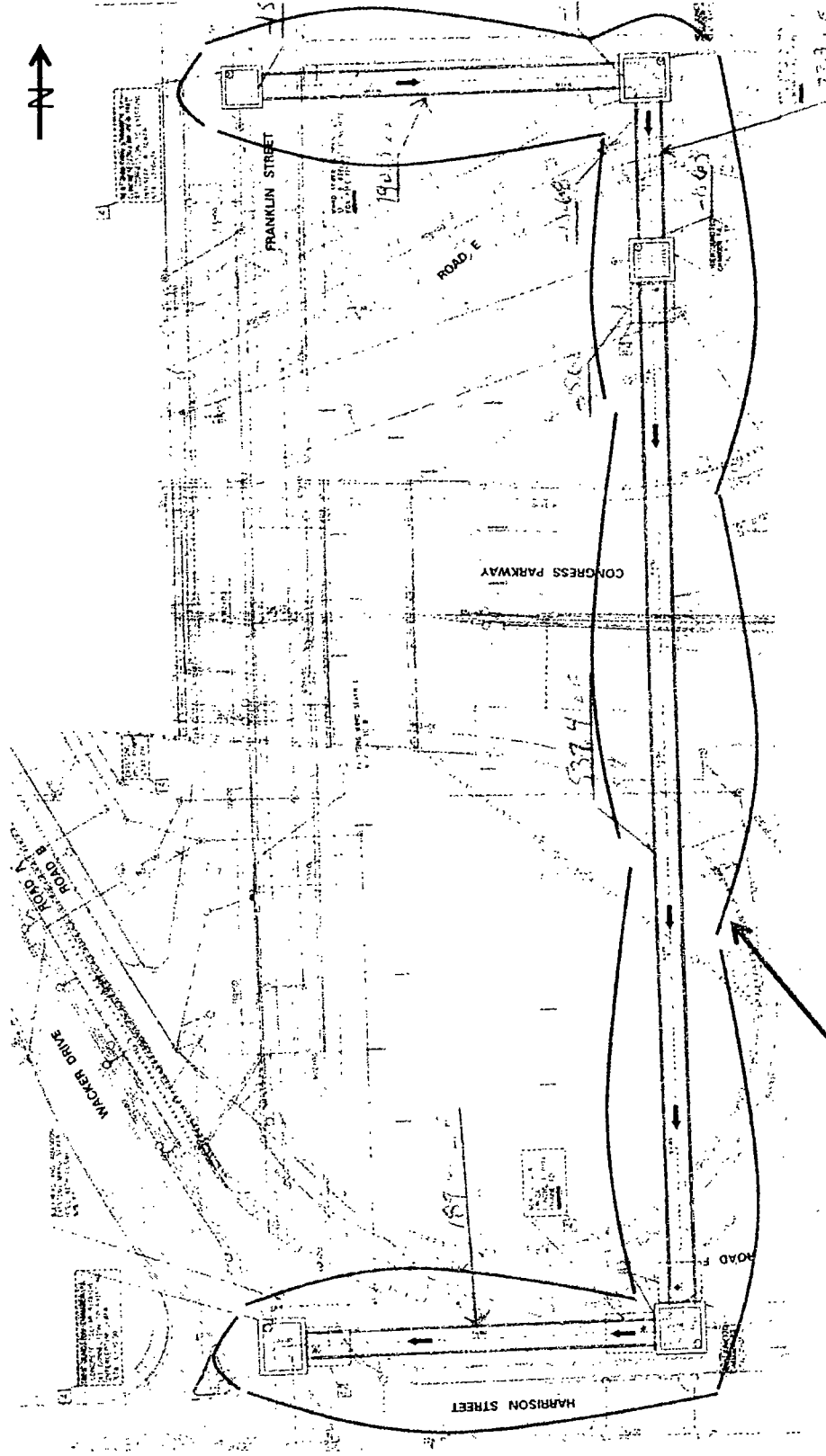
General Counsel

This instrument was prepared by:
Ronald M. Hill, General Counsel
Law Department
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street, Room 301
Chicago, Illinois 60611
(312) 751-6587

Exhibit A to Sewers and Structures Assignment Agreement (No. 10-CH-03)

[Attached]

EXHIBIT A



Sewers and Structures to be transferred from the City of Chicago to the MWRDGD under Special Condition No. 3 of the Sewer Connection Authorization No. 10-CH-03

Sewer Connection Authorization No. 10-CH-03
Applicant: City of Chicago
Project: Wacker Drive Reconstruction – Congress Parkway Interchange Roadway Improvements

**SEWER AND STRUCTURE ASSIGNMENT AGREEMENT
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Sewer Connection Authorization No. 12-CH-02**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 12-CH-02 ("Authorization") that consisted of construction of a manhole structure and 18 to 24-inch diameter sewer segments from MWRD East Siphon Chamber to MWRD TARP connecting structure located in West Peterson Avenue Right of Way approximately 150 west of the North Shore Channel within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid sewer and structure (hereinafter "Sewer and Structure") as shown on the attached Exhibit A; and

WHEREAS, the Sewer and Structure were subsequently constructed by Chicago and discharges to the MWRD TARP system; and

WHEREAS, Special Condition No. 16 of Authorization No. 12-CH-02 requires that ownership of the Sewer and Structure be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I

CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Sewer and the Structure, constructed in the West Peterson Avenue right of way in Chicago, Illinois, as specifically described on the attached Exhibit A in accordance with the terms and conditions as set forth herein; and MWRD

will then own, operate and maintain the Sewer and Structure in accordance with the usual procedures of MWRD.

2. Chicago will give MWRD prompt notice of any damage or defect in the Sewer and the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

1. Chicago will not open, cover, remove, modify, or alter the Sewer or the Structure or enter upon the Sewer or Structure without providing notice to, and receiving the written approval of, MWRD.
2. Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Sewer or Structure (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.
3. Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.
4. Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Sewer or the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III

ASSUMPTION BY GRANTEE

1. MWRD hereby accepts ownership of the Sewer and the Structure and assumes responsibility for the operation, maintenance and upkeep of the Sewer and Structure.

ARTICLE IV

MISCELLANEOUS PROVISIONS

1. All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.
2. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitute a single agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago has caused this Agreement to be duly executed in its name and on its behalf by its appropriate officers as set forth below, and the City of Chicago has caused this Agreement to be duly executed in its name and on its behalf by its Commissioner of the Department of Water Management as of the date appearing on the first page of this Agreement.

CITY OF CHICAGO
DEPARTMENT OF WATER
MANAGEMENT

By: _____
Thomas H. Powers, P.E.
Commissioner

Signed and Sworn to before me
this ____ day of _____ 2014.

Notary Public

Approved as to form and legality:

Department of Law

MWRD SIGNATURE PAGE

ACCEPTED:

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos
Chairman of the Committee on Finance

ATTEST:

By: _____
Jacqueline Torres
Clerk

APPROVED AS TO ENGINEERING:

Catherine A. O'Connor
Director of Engineering

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma
Director of Maintenance and Operations

APPROVED AS TO FORM AND LEGALITY:

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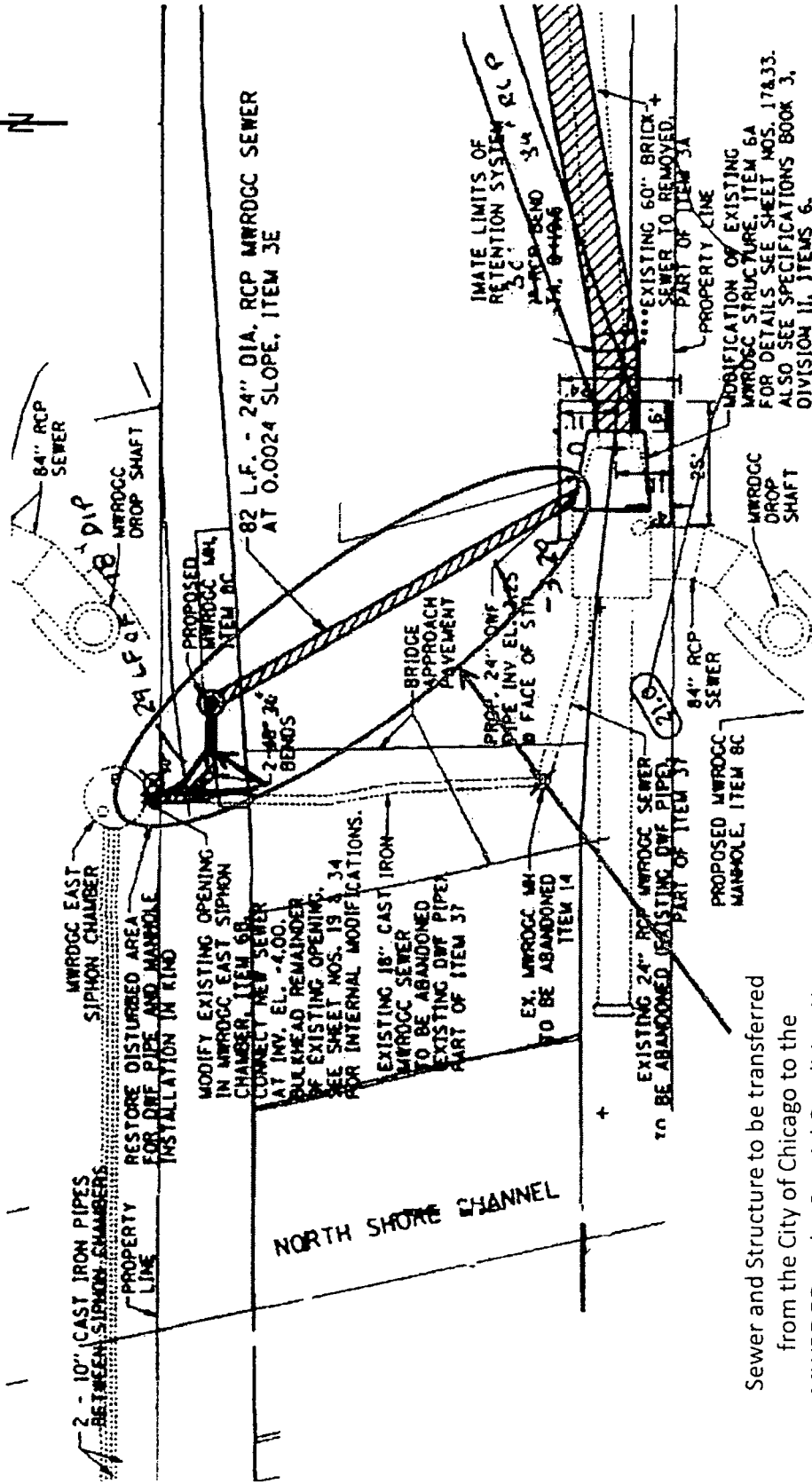
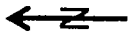
This instrument was prepared by:

Ronald M. Hill, General Counsel
Law Department
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street, Room 301
Chicago, Illinois 60611
(312) 751-6587

(sub) Exhibit A to Sewer and Structure Assignment Agreement (No. 12-CH-02)

[Attached]

EXHIBIT A



Sewer and Structure to be transferred
from the City of Chicago to the
MWRDGD under Special Condition No.
16 of the Sewer Connection
Authorization No. 12-CH-02

Sewer Connection Authorization No: 12-CH-02

Applicant: City of Chicago

**Project: West Peterson Ave. – North Lincoln Ave to North
Artesian Ave.; North Fairfield Ave. – West Peterson Ave. to
West Granville Ave.**



City of Chicago



A2014-109

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Mary E. Lindsey and Ellen K Rhodes as members of Special Service Area No. 56, Bronzeville Commission, the
Committee(s) Assignment:	Committee on Finance

PIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

I have appointed Mary E. Lindsey and Ellen K. Rhodes as members of Special Service Area No. 56, the Bronzeville Commission, for terms effective immediately and expiring December 10, 2016.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2014-110

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Aaron R. Collard and Frances M. Guichard as members of Special Service Area No. 56, Bronzeville Commission, the
Committee(s) Assignment:	Committee on Finance



1
OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

I have appointed Aaron R. Collard and Frances M. Guichard as members of Special Service Area No. 56, the Bronzeville Commission, for terms effective immediately and expiring December 10, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2014-111

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of LaTrina B. Shepherd as member of Special Service Area No. 49, South Shore/Exchange Commission, the
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

I have appointed LaTrina B. Shepherd as a member of Special Service Area No. 49, the South Shore/Exchange Commission, for a term effective immediately and expiring July 28, 2017, to succeed Patricia E. Burton, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



City of Chicago



A2014-112

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Appointment
Title:	Appointment of Henry C. Schuppert as member of Special Service Area No. 17, Central Lakeview Commission, the
Committee(s) Assignment:	Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

I have appointed Henry C. Schuppert as a member of Special Service Area No. 17, the Central Lakeview Commission, for a term effective immediately and expiring March 14, 2017, to succeed Susan A. Hagan, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,


Mayor



City of Chicago



O2014-9405

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Amendment of Municipal Code Title 2 by adding new Chapter 157 establishing Large Lot Program and authorization to enter into agreement with Local Initiatives Support Corp. for maintenance and hosting of program-related website
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance adding Section 2-157 to the Municipal Code regarding the Large Lot Program, and associated authorization for an agreement with LISC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

1957

James B. [unclear]

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the Constitution of the State of Illinois of 1970 and may exercise any power related to its local governmental affairs; and

WHEREAS, the City has acquired title to numerous parcels of vacant property located throughout the City of Chicago pursuant to its responsibility to protect the health, safety and welfare; and

WHEREAS, many of the City-owned parcels are of minimal value, yet are costly for the City to clean up and maintain; and

WHEREAS, it is the City's intention to establish by this ordinance a program (such program, the "Large Lot Program") for the disposition of certain City-owned, vacant parcels, which would allow local residents to have greater control over land in their neighborhood, and provide opportunities to possibly profit from selling those parcels in the future as the areas in which the parcels are located revitalize; and

WHEREAS, Local Initiatives Support Corporation ("LISC") developed and currently hosts a website (the "Large Lot Website") that contains information relating to the Large Lot Program, including the addresses of parcels and whether persons have submitted applications to own them, and the City wishes to subsidize LISC's continued maintenance and hosting of such website; now, therefore,

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

SECTION 1. The above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. Title 2 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 2-157, as follows:

2-157-010. Legislative Findings. The City has acquired title to numerous parcels of vacant property located throughout the City of Chicago pursuant to its responsibility to protect the health, safety and welfare. Many of the City-owned parcels are of minimal value, yet are costly for the City to clean up and maintain. It is the City's intention to establish by this ordinance a program for the disposition of certain City-owned, vacant parcels, which would allow local residents to have greater control over land in their neighborhood, and provide opportunities to possibly profit from selling those parcels in the future as the areas in which the parcels are located revitalize.

2-157-020. Establishment of Program. Pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home

rule powers granted thereunder, the City hereby establishes the "Large Lot Program", which shall be administered by the City's Department of Planning and Development.

2-157-030. Definitions. For the purposes of this chapter:

"Block" means a City Block on which a Qualifying Property Owner owns a parcel of real property, plus the parcels along the face of the City Block across the street from such Qualifying Property Owner's parcel.

"City" means the City of Chicago.

"City Block" means the smallest possible area of land bounded on all sides by streets and/or boundaries of standard geographic areas (e.g., rivers, embankments and railroads, but not alleys), and commonly referred to as a 'City block'.

"City Parcel" means a parcel of City-owned vacant (i.e., no structures) real property, which is zoned residential.

"Department" means the Department of Planning and Development.

"Person" means any natural individual, firm, trust, partnership, association, joint venture, for-profit corporation or other legal entity, other than a not-for-profit corporation.

"Program" means the Large Lot Program.

"Qualifying Property Owner" means (i) a Person who owns a parcel of real property located on the same Block as a City Parcel, and who is not delinquent in the payment of any property taxes or any debt owed to the City, County of Cook or State of Illinois, or (ii) a non-sectarian, not-for-profit corporation in good standing with the State of Illinois which owns a parcel of real property located on the same Block as a City Parcel, and which is not delinquent in the payment of any property taxes or any debt owed to the City, County of Cook or State of Illinois.

2-157-040. List of City-owned real estate – Required. The Department shall prepare and maintain, or cause to be prepared and maintained, a list of City-owned real estate which shall include those City Parcels available for sale under the Program. This list shall be made available to the public during normal business hours.

2-157-050. Purchase Price Required – Sale Procedures. The Department is authorized to prepare applications designed to provide all the information needed by the City to fairly and completely evaluate proposals for participation in the Program. The purchase price for each City Parcel shall be One Dollar (\$1.00). A Qualifying Property

Owner may not purchase pursuant to the Program more than two (2) City Parcels per parcel of real property that the Qualifying Property Owner owns on the same Block as the City Parcels. Completed applications which conform to the requirements of the Program, as determined and identified by the Department, shall be submitted by the Department to the City Council and shall thereafter be referred to the City Council committee having jurisdiction over the disposition of City-owned real estate; provided, however, the Department shall not submit at a City Council meeting more than one completed application per City Parcel. If the Department receives complete applications from more than one Qualifying Property Owner for a particular City Parcel, then the Department will select the application to submit to City Council based on a random (e.g., blind lottery) selection process; provided, however, if only one of the complete applications was submitted by a Qualifying Property Owner who owns a parcel of land adjacent to the City Parcel, then the Department will submit such Qualifying Property Owner's application to the City Council. The applications shall be promptly placed on the committee's agenda and a public hearing shall be held within a reasonable time thereafter. The committee shall promptly consider the applications and then forward its recommendation(s) to the City Council. The City Council may authorize or reject the proposed conveyance of the City Parcel(s) to a Qualifying Property Owner by a majority vote.

2-157-060. *Covenants in Deed – Termination of Covenants.* Any deed conveying a City Parcel to a Qualifying Property Owner may contain such covenants as the Department reasonably deems necessary, including, but not limited to, covenants that require the Qualifying Property Owner for a period of five (5) years commencing on the date on which the City conveys title to such City Parcel to the Qualifying Property Owner (a) to remain in title to the City Parcel and (b) to maintain the City Parcel. The City shall have a right of reverter if the Qualifying Property Owner fails to comply with such covenants. The Department may require the Qualifying Property Owner to execute a reconveyance deed, for the purpose of facilitating the City's exercise of its right of reverter, if necessary.

2-157-070. *Rules and Regulations.* The Department may establish rules, regulations and procedures for the advertising, bidding and sale of City Parcels pursuant to the provisions of the Program. All such rules, regulations and procedures shall be published and made available by the Department.

SECTION 3. The Commissioner of the Department (the "Commissioner") is authorized to enter into an agreement with LISC, for a term of five (5) years with two (2) one-year extensions at the option of the City, to provide a subsidy to LISC, in an amount that may not exceed \$21,000.00 in each year, for LISC's continued maintenance and hosting of the Large Lot Website and for other community outreach services relating to the Large Lot Program to be performed by LISC, upon such terms and conditions the Commissioner deems reasonable.

SECTION 4. If any provision of this ordinance shall be held to be invalid or

unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

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

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



City of Chicago



O2014-9408

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	11/19/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Acquisition of property at 3200 South Kedzie Ave, 3230 West 31st St and 3354 West 31st St for St. Anthony Hospital Project
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance providing acquisition authority for the St. Anthony's Hospital Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE
LIBRARY OF THE
CONGRESS

1907

ORDINANCE

WHEREAS, the City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution; and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the Constitution and the City's home rule powers, the City established the Community Development Commission ("Commission") as set forth in Section 2-124 of the Municipal Code of Chicago (the "Code"), to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the acquisition, assemblage, and disposition of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, by ordinance adopted by the City Council on June 13, 2007, and published at pages 2532 to 2626 of the Journal of Proceedings (the "TIF Ordinance") a certain redevelopment plan (the "TIF Plan") for the Little Village Industrial Corridor Redevelopment Project Area (the "TIF Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.)(the "TIF Act"); and

WHEREAS, the City may, pursuant to the TIF Act and in conjunction with the goals and objectives of the TIF Plan, acquire by purchase or condemnation, property reasonably necessary to achieve the objectives of the TIF Plan; and

WHEREAS, pursuant to Chapter 2-45-040 of the Code, the Commissioner ("Commissioner") of the Department of Planning and Development of the City ("DPD"), has the power to develop and administer projects and programs involving zoning and land use of industrial and business TIF Act development and to acquire and dispose of property necessary or appropriate for the construction and operation of such project and programs falling within the TIF Area; and

WHEREAS, DPD has determined that it is useful, desirable and necessary that the City acquire those parcels of real property located at 3200 South Kedzie Avenue, 3230 West 31st Street, and 3354 West 31st Street and identified as P.I.N. 16-35-203-002; 16-35-203-004; and 16-35-203-008, as described on Exhibit A to this ordinance (the "Parcels") for the purpose of the City's development plans for the subject TIF Area and that the acquisition of the Parcels for assemblage and redevelopment would further the goals of the TIF Plan; and

WHEREAS, the City has determined that the acquisition of the Parcels, free and clear of leases, agreements, easements and encumbrances, is useful, advantageous or desirable for municipal purposes and the public welfare, within the meaning and authority of 65 ILCS 5/11-61-1 and 65 ILCS 20/21-19 of the TIF Act, and that such acquisition may include the acquisition of land and improvements as authorized under 735 ILCS 30/1 *et. seq.*, 735 ILCS 30/5-5-5, and 735 ILCS 30/25-7-103.12; and

WHEREAS, one of the goals and objectives of the Plan is to encourage new industrial development on underutilized industrial property and redevelopment of deteriorated and obsolete properties on blocks within the Project Area; and

WHEREAS, the TIF Ordinance authorizes the use of eminent domain to acquire properties within the TIF Area to meet the requirements of the Plan; and

WHEREAS, in furtherance of the Plan, the City requires the acquisition of the Parcels, which are located within the TIF Area; and

WHEREAS, the City desires to establish a schedule for expedited acquisition in order to achieve the objectives of the Plan pursuant to quick-take procedures; and

WHEREAS, the General Assembly in 735 ILCS 30/25-7-103.12 has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas to eradicate and eliminate commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, the City under its home rule power finds that it useful and necessary to use quick-take to acquire the Parcels for the same purposes as those set forth in Divisions 74.2 and 74.3 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3); and

WHEREAS, pursuant to Resolution No. 14-CDC-41 adopted on October 14, 2014, the Commission authorized the Department of Planning and Development to acquire the Parcels in furtherance of the TIF Plan in the TIF Area without further Commission action; and

WHEREAS, the Parcels are a component of a City property acquisition and assemblage plan and project to facilitate redevelopment in the Little Village Industrial Corridor, namely the new St. Anthony Hospital (the "Project"); now, therefore,

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

Section 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance and are adopted as the findings of the City Council.

Section 2. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Parcels for the purpose of facilitating the Project, which shall be for purposes of implementing the objectives of the Plan.

Section 3. The Corporation Counsel of the City of Chicago ("Corporation Counsel") is authorized to negotiate with the owner(s) of the Parcels for the purchase of the Parcels.

Section 4. If the Corporation Counsel is able to agree with the owner(s) of the Parcels upon the price to be paid for such Parcels, or a portion thereof, the Corporation Counsel is authorized to purchase the Parcels, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with the owner(s) of the Parcels on the purchase price, or if an owner is incapable of consenting to the sale, or if an owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings, including "quick-take" proceedings, in the name of and on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in the Parcels, or a portion thereof, under the City's power of eminent domain.

Section 5. A schedule for the acquisition of the Parcels is hereby adopted as follows:

- A. Acquire fee simple title to the Parcels no later than July 1, 2017.
- B. Commence construction no later than August 31, 2017.
- C. Complete construction for the Project no later than June 30, 2022.

Section 6. The Commissioner, or a designee of the Commissioner, is authorized to (i) execute such documentation as may be necessary to implement the provisions of this ordinance; (ii) amend, modify, or change the schedule for the acquisition of the Parcels set forth in **Section 5**; (iii) determine whether the acquisition of the Parcels, or a portion thereof, or less than fee simple title is necessary to implement the Project; and (iv) direct the transfer of the Parcels, or any portion thereof, to the developer of the Project, all subject to the approval of the Corporation Counsel.

Section 7. The Commissioner is further authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

Section 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

Section 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 10. This ordinance shall be effective upon its passage and approval.

Exhibit A

**Legal Description of Parcels
(Subject to Final Title and Survey)**

ALL THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. LYING SOUTH OF THE CENTERLINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

(EXCEPTING THEREFROM THE EAST 762.00 FEET THEREOF, LYING NORTH OF THE SOUTH 291.50 FEET;

AND EXCEPTING THE SUTH 291.50 FEE OF THE EAST 625.00 FEET THEREOF;

AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTER RAILROAD BY DEED DATED JULY 9, 1906 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240;

AND EXCEPTING THEREFROM THAT PART DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION, WHICH IS 50.00 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTERLINE TO WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHEATERLY ALONG SAID CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 255.49 FEET, MORE OR LESS TO A POINT, WHICH IS 461.00 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 74.36 FEET TO A POINT, WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 100.00 FEET TO A POINT, WHICH IS 538.04 FEET NORTH OF THE SOUTH LIEN OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 7.80 FEET TO A POINT, WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT, WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT, WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OS SAIR QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION; THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAOL GULF FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POIT OF BEGINNING);

AND:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE EAST 33.00 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291-1/2 FEET THEREOF) LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER-QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE SOUTHWESTERLY TO A POINT, WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, IN COOK COUNTY, ILLINOIS.

AND:

THE WEST 148.88 FEET OF THE EAST 762.00 FEET OF THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (THE SAID CENTERLINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 461.00 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 74.36 FEET TO A POINT, WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 100.00 FEET TO A POINT, WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 103.00 FEET TO A POINT, WHICH IS 584.30 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 103.00 FEET TO A POINT, WHICH IS 627.92 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 10.14 FEET TO A POINT, WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 762.00 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT, WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID RIVER FORK, A DISTANCE OF 69.48 FEET TO A POINT, WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION AND 687.95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 10.72 FEET TO A POINT, WHICH IS 698.67 FEET NORTH FROM THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION) (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 291.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Commonly known as: 3200 South Kedzie Avenue; 3230 West 31st Street; and 3354 West 31st Street, all located in Chicago, Illinois.

Property Index Numbers: 16-35-203-002-0000; 16-35-203-004-0000; and 16-35-203-008-0000