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# **2011 Annual Report**

## **Fullerton/Milwaukee Redevelopment Project Area**



**Pursuant to 65 ILCS 5/11-74.4-5(d)**

*JUNE 30, 2012*

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**ANNUAL TAX INCREMENT FINANCE REPORT  
OFFICE OF ILLINOIS COMPTROLLER JUDY BAAR TOPINKA**

Name of Municipality: Chicago  
 County: Cook  
 Unit Code: 016/620/30

Reporting Fiscal Year: **2011**  
 Fiscal Year End: 12/ 31 /**2011**

**TIF Administrator Contact Information**

First Name: Andrew J.	Last Name: Mooney
Address: City Hall 121 N. LaSalle	Title: TIF Administrator
Telephone: (312) 744-0025	City: Chicago, IL      Zip: 60602
E-Mail: TIFReports@cityofchicago.org	

I attest to the best of my knowledge, this report of the redevelopment project areas in:  
**City/Village of Chicago** is complete and accurate at the end of this reporting  
 Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.]  
 Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

6.15.12  
Date

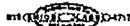
Written signature of TIF Administrator

**Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\***

**FILL OUT ONE FOR EACH TIF DISTRICT**

Name of Redevelopment Project Area	Date Designated	Date Terminated
105th/Vincennes	10/3/2001	12/31/2025
111th Street/Kedzie Avenue Business District	9/29/1999	9/29/2022
119th and Halsted	2/6/2002	12/31/2026
119th/I-57	11/6/2002	12/31/2026
126th and Torrence	12/21/1994	12/21/2017
134th and Avenue K	3/12/2008	12/31/2032
24th/Michigan	7/21/1999	7/21/2022
26th and King Drive	1/11/2006	12/31/2030
35th and Wallace	12/15/1999	12/31/2023
35th/Halsted	1/14/1997	12/31/2021
35th/State	1/14/2004	12/31/2028
40th/State	3/10/2004	12/31/2028
43rd/Cottage Grove	7/8/1998	12/31/2022
45th/Western Industrial Park Conservation Area	3/27/2002	12/31/2026
47th/Ashland	3/27/2002	12/31/2026
47th/Halsted	5/29/2002	12/31/2026
47th/King Drive	3/27/2002	12/31/2026
47th/State	7/21/2004	12/31/2028
49th Street/St. Lawrence Avenue	1/10/1996	12/31/2020
51st/ Archer	5/17/2000	12/31/2024
53rd Street	1/10/2001	12/31/2025
60th and Western	5/9/1996	5/9/2019

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]





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Name of Municipality: Chicago  
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Reporting Fiscal Year: **2011**  
 Fiscal Year End: 12 / 31 / **2011**

63rd/Ashland	3/29/2006	12/31/2030
63rd/Pulaski	5/17/2000	12/31/2024
67th/Cicero	10/2/2002	12/31/2026
67th/Wentworth	5/04/2011	12/31/2035
69th/Ashland	11/3/2004	12/31/2028
71st and Stony Island	10/7/1998	10/7/2021
72nd and Cicero	11/17/1993	11/17/2016
73rd and Kedzie	11/17/1993	11/17/2016
73rd/University	9/13/2006	12/31/2030
79th and Cicero	6/8/2005	12/31/2029
79th Street Corridor	7/8/1998	7/8/2021
79th Street/Southwest Highway	10/3/2001	12/31/2025
79th/Vincennes	9/27/2007	12/31/2031
83rd/Stewart	3/31/2004	12/31/2028
87th/Cottage Grove	11/13/2002	12/31/2026
89th and State	4/1/1998	4/1/2021
95th and Western	7/13/1995	7/13/2018
95th Street and Stony Island	5/16/1990	12/31/2014
Addison Corridor North	6/4/1997	6/4/2020
Addison South	5/9/2007	12/31/2031
Archer Courts	5/12/1999	12/31/2023
Archer/ Central	5/17/2000	12/31/2024
Archer/Western	2/11/2009	12/31/2033
Armitage/Pulaski	6/13/2007	12/31/2031
Austin/Commercial	9/27/2007	12/31/2031
Avalon Park/South Shore	7/31/2002	12/31/2026
Avondale	7/29/2009	12/31/2033
Belmont/ Central	1/12/2000	12/31/2024
Belmont/Cicero	1/12/2000	12/31/2024
Bronzeville	11/4/1998	12/31/2022
Bryn Mawr/Broadway	12/11/1996	12/11/2019
Calumet Avenue/Cermak Road	7/29/1998	7/29/2021
Calumet River	3/10/2010	12/31/2034
Canal/Congress	11/12/1998	12/31/2022
Central West	2/16/2000	12/31/2024
Chatham-Ridge	12/18/1986	12/31/2010 (1)
Chicago/ Kingsbury	4/12/2000	12/31/2024
Chicago/Central Park	2/27/2002	12/31/2026
Chicago Lakeside Development – Phase 1 (USX)	5/12/2010	12/31/2034
Cicero/Archer	5/17/2000	12/31/2024
Clark Street and Ridge Avenue	9/29/1999	9/29/2022
Clark/Montrose	7/7/1999	7/7/2022
Commercial Avenue	11/13/2002	12/31/2026
Devon/Sheridan	3/31/2004	12/31/2028

(1) This TIF has been terminated; however, the sales tax portion continues to exist for the sole purpose of servicing outstanding obligations which may be retired early at which point the sales tax portion will also terminate.



**ANNUAL TAX INCREMENT FINANCE REPORT  
OFFICE OF ILLINOIS COMPTROLLER JUDY BAAR TOPINKA**

Name of Municipality: Chicago  
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Reporting Fiscal Year: **2011**  
 Fiscal Year End: 12 / 31 / 2011

Devon/Western	11/3/1999	12/31/2023
Diversey/ Narragansett	2/5/2003	12/31/2027
Division/Homan	6/27/2001	12/31/2025
Division/North Branch	3/15/1991	3/15/2014
Division-Hooker	7/10/1996	7/10/2019
Drexel Boulevard	7/10/2002	12/31/2026
Eastman/North Branch	10/7/1993	10/7/2016
Edgewater/ Ashland	10/1/2003	12/31/2027
Elston/Armstrong Industrial Corridor	7/19/2007	12/31/2031
Englewood Mall	11/29/1989	11/29/2012
Englewood Neighborhood	6/27/2001	12/31/2025
Ewing Avenue	3/10/2010	12/31/2034
Forty-first Street and Dr. Martin Luther King, Jr. Drive	7/13/1994	7/13/2017
Fullerton/ Milwaukee	2/16/2000	12/31/2024
Galewood/Armitage Industrial	7/7/1999	7/7/2022
Goose Island	7/10/1996	7/10/2019
Greater Southwest Industrial Corridor (East)	3/10/1999	12/31/2023
Greater Southwest Industrial Corridor (West)	4/12/2000	12/31/2024
Harlem Industrial Park Conservation Area	3/14/2007	12/31/2031
Harrison/Central	7/26/2006	12/31/2030
Hollywood/Sheridan	11/7/2007	12/31/2031
Homan/Grand Trunk	12/15/1993	12/15/2016
Homan-Arthington	2/5/1998	2/5/2021
Howard-Paulina	10/14/1988	12/31/2012
Humboldt Park Commercial	6/27/2001	12/31/2025
Irving Park/Elston	5/13/2009	12/31/2033
Irving/Cicero	6/10/1996	12/31/2020
Jefferson Park Business District	9/9/1998	9/9/2021
Jefferson/ Roosevelt	8/30/2000	12/31/2024
Kennedy/Kimball	3/12/2008	12/31/2032
Kinzie Industrial Corridor	6/10/1998	6/10/2021
Kostner Avenue	11/5/2008	12/31/2032
Lake Calumet Area Industrial	12/13/2000	12/31/2024
Lakefront	3/27/2002	12/31/2026
Lakeside/Clarendon	7/21/2004	12/31/2028
LaSalle Central	11/15/2006	12/31/2030
Lawrence/ Kedzie	2/16/2000	12/31/2024
Lawrence/Broadway	6/27/2001	12/31/2025
Lawrence/Pulaski	2/27/2002	12/31/2026
Lincoln Avenue	11/3/1999	12/31/2023
Lincoln-Belmont-Ashland	11/2/1994	11/2/2017
Little Village East	4/22/2009	12/31/2033
Little Village Industrial Corridor	6/13/2007	12/31/2031
Madden/Wells	11/6/2002	12/31/2026



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Madison/Austin Corridor	9/29/1999	12/31/2023
Michigan/Cermak	9/13/1989	12/31/2013
Midway Industrial Corridor	2/16/2000	12/31/2024
Midwest	5/17/2000	12/31/2024
Montclare	8/30/2000	12/31/2024
Montrose/Clarendon	6/30/2010	12/31/2034
Near North	7/30/1997	7/30/2020
Near South	11/28/1990	12/31/2014
Near West	3/23/1989	12/31/2013
North Branch (North)	7/2/1997	12/31/2021
North Branch (South)	2/5/1998	2/5/2021
North Pullman	6/30/2009	12/31/2033
North-Cicero	7/30/1997	7/30/2020
Northwest Industrial Corridor	12/2/1998	12/2/2021
Ogden/Pulaski	4/9/2008	12/31/2032
Ohio/Wabash	6/7/2000	12/31/2024
Pershing/King	9/5/2007	12/31/2031
Peterson/ Cicero	2/16/2000	12/31/2024
Peterson/ Pulaski	2/16/2000	12/31/2024
Pilsen Industrial Corridor	6/10/1998	12/31/2022
Portage Park	9/9/1998	9/9/2021
Pratt/Ridge Industrial Park Conservation Area	6/23/2004	12/31/2028
Pulaski Corridor	6/9/1999	6/9/2022
Randolph and Wells	6/9/2010	12/31/2034
Ravenswood Corridor	3/9/2005	12/31/2029
Read-Dunning	1/11/1991	12/31/2015
River South	7/30/1997	7/30/2020
River West	1/10/2001	12/31/2025
Roosevelt/Canal	3/19/1997	12/31/2021
Roosevelt/Cicero	2/5/1998	2/5/2021
Roosevelt/Racine	11/4/1998	12/31/2022
Roosevelt/Union	5/12/1999	5/12/2022
Roosevelt-Homan	12/5/1990	12/31/2014
Roseland/Michigan	1/16/2002	12/31/2026
Sanitary Drainage and Ship Canal	7/24/1991	7/24/2014
South Chicago	4/12/2000	12/31/2024
South Works Industrial	11/3/1999	12/31/2023
Stevenson/Brighton	4/11/2007	12/31/2031
Stockyards Annex	12/11/1996	12/31/2020
Stockyards Industrial Commercial	3/9/1989	12/31/2013
Stockyards Southeast Quadrant Industrial	2/26/1992	2/26/2015
Stony Island Avenue Commercial and Burnside Industrial Corridors	6/10/1998	6/10/2033
Touhy/Western	9/13/2006	12/31/2030
Weed/Fremont	1/8/2008	12/31/2032



**This page was revised August, 2012 upon the recommendation of the Office of the Illinois Comptroller.**

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]**

<b>Name of Redevelopment Project Area: Fullerton/Milwaukee Redevelopment Project Area</b>	
<b>Primary Use of Redevelopment Project Area*: Commercial</b>	
<b>If "Combination/Mixed" List Component Types:</b>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <input checked="" type="checkbox"/>	<b>Industrial Jobs Recovery Law</b> _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>		X
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>		X
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		X
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	X	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2)] <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>		X
A list of all intergovernmental agreements in effect in FY 2011, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only of the intergovernmental agreements labeled Attachment M</b>		X

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))**

**Provide an analysis of the special tax allocation fund.**

Reporting Year	Cumulative *
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Fund Balance at Beginning of Reporting Period

\$ 40,622,758
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**Revenue/Cash Receipts Deposited in Fund During Reporting FY:**

			% of Total
Property Tax Increment	7,894,486	\$ 45,437,542	55%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	691,792		0%
Land/Building Sale Proceeds			0%
Bond Proceeds		35,769,001	44%
Note Proceeds		700,000	1%
Transfers in from Municipal Sources (Porting in)		52,044	0%
Private Sources			0%
Miscellaneous Revenue	127,738		0%

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period**

8,714,016
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**Cumulative Total Revenues/Cash Receipts**

\$ 81,958,587	100%
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**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)**

23,921,591
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**Transfers out to Municipal Sources (Porting out)**

--

**Distribution of Surplus**

2,000,000
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**Total Expenditures/Disbursements**

25,921,591
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**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS**

(17,207,575)
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**FUND BALANCE, END OF REPORTING PERIOD**

\$ 23,415,183
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- if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

\* Except as set forth in the next sentence, each amount reported on the rows below, if any, is cumulative from the inception of the respective Project Area. Cumulative figures for the categories of 'Interest,' 'Land/Building Sale Proceeds' and 'Other' may not be fully available for this report due to either of the following: (i) the disposal of certain older records pursuant to the City's records retention policy, or (ii) the availability of records only from January 1, 1997 forward.





14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 23,921,591</b>

**Section 3.2 B**

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

Name	Service	Amount
City Staff Costs <sup>1</sup>	Administration	\$88,373
World Marketing db/a Mailtech	Professional Service	\$69,839
S. B. Friedman & Co.	Professional Service	\$59,791
Footwear Factory Development Corp	Development	\$4,193,634
Bickerdike Development Corp.	Development	\$1,000,000
Somercor 504, Inc.	Rehabilitation Program	\$271,877
Hairpin Retail, LLC	Development	\$1,033,239
Chicago Board of Education	Public Improvement	\$15,033,369
V3 Companies of Illinois Ltd.	Public Improvement	\$35,458
HNTB Corp.	Public Improvement	\$15,279
URS Corp.	Public Improvement	\$21,690
Chicago Department of Transportation	Public Improvement	\$65,049
Michael Baker Jr. Inc.	Public Improvement	\$11,874
Terry Guen Design Associates	Public Improvement	\$41,103
Sumit Construction Co., Inc.	Public Improvement	\$21,707
Aspira Inc. of Illinois	Job Training	\$65,901
St. Augustines's College	Job Training	\$14,805
Busy Beaver Button Co.	Job Training	\$23,575
City College of Chicago	Job Training	\$11,231
OAI., Inc.	Job Training	\$16,000
Wells Fargo Bank	Financing	\$1,810,233

<sup>1</sup> Costs relate directly to the salaries and fringe benefits of employees working solely on tax increment financing districts.

\* This table may include payments for Projects that were undertaken prior to 11/1/1999.

**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))**  
**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period**  
**(65 ILCS 5/11-74.4-5 (d) (5) (D) and 65 ILCS 5/11-74.6-22 (d) (5) (D))**

**FUND BALANCE, END OF REPORTING PERIOD** \$ 23,415,183

	<b>Amount of Original Issuance</b>	<b>Amount Committed</b>
<b>1. Description of Debt Obligations</b>		
Committed for debt service	\$ 8,735,000	\$ 2,826,943
	24,490,000	

**Total Amount Committed for Obligations** \$ 33,225,000 \$ 2,826,943

<b>2. Description of Project Costs to be Paid</b>		
Committed for future redevelopment project costs		\$ 20,173,240

**Total Amount Committed for Project Costs** \$ 20,173,240

**TOTAL AMOUNT COMMITTED** \$ 23,000,183

**SURPLUS\*/(DEFICIT)** \$ 415,000

\*NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts.

**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

  X   **No property was acquired by the Municipality Within the Redevelopment Project Area**

**SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)**

Please include a brief description of each project.

See "General Notes" Below.	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
<b>TOTAL:</b>			
Private Investment Undertaken	\$ -	\$ -	\$ 82,511,768
Public Investment Undertaken	\$ 11,611,051	\$ 7,550,688	\$ 23,964,737
Ratio of Private/Public Investment	0		3 35/79
<b>Project 1:</b>			
<b>Small Business Improvement Fund (SBIF) **</b>	Project is Ongoing ***		
Private Investment Undertaken			\$ 7,400,000
Public Investment Undertaken	\$ 2,205,052	\$ 498,316	\$ 3,700,000
Ratio of Private/Public Investment	0		2
<b>Project 2:</b>			
<b>Florsheim</b>	Project is Ongoing ***		
Private Investment Undertaken			\$ 47,400,000
Public Investment Undertaken	\$ 4,340,000	\$ 353,634	\$ 8,500,000
Ratio of Private/Public Investment	0		5 49/85
<b>Project 3:</b>			
<b>Sachs Hairpin Lofts</b>	Project is Ongoing ***		
Private Investment Undertaken			\$ 5,121,129
Public Investment Undertaken	\$ 3,032,760	\$ 2,909,010	\$ 5,941,770
Ratio of Private/Public Investment	0		25/29
<b>Project 4:</b>			
<b>Sachs Hairpin - Retail</b>	Project is Ongoing ***		
Private Investment Undertaken			\$ 2,130,035
Public Investment Undertaken	\$ 1,033,239	\$ 176,761	\$ 1,210,000
Ratio of Private/Public Investment	0		1 73/96
<b>Project 5:</b>			
<b>Zapata Apartments</b>	Project is Ongoing ***		
Private Investment Undertaken			\$ 20,460,604
Public Investment Undertaken	\$ 1,000,000	\$ 3,612,967	\$ 4,612,967
Ratio of Private/Public Investment	0		4 27/62

\*\* Depending on the particular goals of this type of program, the City may: i) make an advance disbursement of the entire public investment amount to the City's program administrator, ii) disburse the amounts through an escrow account, or iii) pay the funds out piecemeal to the program administrator as each ultimate grantee's rehabilitation work is approved under the program.

\*\*\* As of the last date of the reporting fiscal year, the construction of this Project was ongoing; the Private Investment Undertaken and Ratio figures for this Project will be reported on the Annual Report for the fiscal year in which the construction of the Project is completed and the total Private Investment figure is available.

**General Notes**

(a) Each actual or estimated Public Investment reported here is, to the extent possible, comprised only of payments financed by tax increment revenues. In contrast, each actual or estimated Private Investment reported here is, to the extent possible, comprised of payments financed by revenues that are not tax increment revenues and, therefore, may include private equity, private lender financing, private grants, other public monies, or other local, state or federal grants or loans.

(b) Each amount reported here under Public Investment Undertaken, Total Estimated to Complete Project, is the maximum amount of payments financed by tax increment revenues that could be made pursuant to the corresponding Project's operating documents, but not including interest that may later be payable on developer notes, and may not necessarily reflect actual expenditures, if any, as reported in Section 3 herein. The total public investment amount ultimately made under each Project will depend upon the future occurrence of various conditions, including interest that may be payable on developer notes as set forth in the Project's operating documents.

(c) Each amount reported here under Public Investment Undertaken, 11/1/1999 to Date, is cumulative from the Date of execution of the corresponding Project to the end of the reporting year, and may include interest amounts paid to finance the Public Investment amount. Projects undertaken prior to 11/1/1999 are not reported on this table.

(d) Intergovernmental agreements, if any, are reported on Attachment M hereto.

CITY OF CHICAGO  
JOINT REVIEW BOARD

**ORIGINAL**

Report of proceedings of a hearing  
before the City of Chicago, Joint Review  
Board held on April 1, 2011, at 10:10 a.m.  
City Hall, Room 1003A, Conference Room,  
Chicago, Illinois, and presided over by  
Ms. Dorothy Carroll.

PRESENT:

MS. DOROTHY CARROLL, CHAIRPERSON  
MS. GLORIA PERALTA  
MS. MELANIE SHAKER  
MS. MICHELLE CHALKER  
MR. DARRYL HOLMES  
MR. JOHN PENNYCUFF  
MS. CRISSY MANCINI-NICHOLS

1 MS. CARROLL: My name is Dorothy Carroll, I'm  
2 the representative of the Chicago Park District, which  
3 under Section 11-74.4-5 of the Tax Increment Allocation  
4 Redevelopment Act is one of the statutorily designated  
5 members of the Joint Review Board.

6 Until election of a chairperson I will  
7 moderate the Joint Review Board Meeting. For the  
8 record, there will be two meetings of the Joint Review  
9 Board. The first will be to review the proposed  
10 amendment number two to the Fullerton/Milwaukee Tax  
11 Increment Financing District.

12 The date of this meeting was announced at  
13 and set by the Community Development Commission of the  
14 City of Chicago at its meeting of March 8th, 2011.  
15 Notice of this meeting of the Joint Review Board was  
16 also provided by certified mail to each taxing district  
17 represented by the Board, which includes the Chicago  
18 Board of Education, the Chicago Community Colleges,  
19 District 508, the Chicago Park District, Cook County and  
20 the City of Chicago.

21 Public notice of this meeting was also  
22 posted as of Wednesday, March 30th, 2011 in various  
23 locations throughout City Hall.

24 When a proposed redevelopment plan would  
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1 result in displacement of residents from ten or more  
2 inhabited residential units, or would include 75 or more  
3 inhabited residential units, the TIF Act requires that  
4 the public member of the Joint Review Board must reside  
5 in the proposed redevelopment project area.

6 In addition, if a municipality's housing  
7 impact study determines that the majority of residential  
8 units in the proposed redevelopment project area are  
9 occupied by very low, low or moderate income households  
10 as defined in section three of the Illinois Affordable  
11 Housing Act, the public member must be a person who  
12 resides in very low, low or moderate income housing with  
13 the proposed redevelopment project area.

14 With us today is John Pennycuff. Are you  
15 familiar with the boundaries of the Fullerton/Milwaukee  
16 Tax Increment Financing District?

17 MR. PENNYCUFF: Yes, I am.

18 MS. CARROLL: What is the address of your  
19 primary residence?

20 MR. PENNYCUFF: 2704 North Sawyer.

21 MS. CARROLL: All right. Is such address  
22 within the boundaries of the Fullerton/Milwaukee Tax  
23 Increment Financing District?

24 MR. PENNYCUFF: Yes.

1 MS. CARROLL: Have you provided  
2 representatives of the City of Chicago's Department of  
3 Housing and Economic Development with accurate  
4 information concerning your income and the income of any  
5 other members of the household residing at such address?

6 MR. PENNYCUFF: Yes.

7 MS. CARROLL: Mr. Pennycuff, are you willing  
8 to serve as the public member of the Joint Review Board  
9 for the Fullerton/Milwaukee Tax Increment Financing  
10 District?

11 MR. PENNYCUFF: I am.

12 MS. CARROLL: I will entertain a motion that  
13 John Pennycuff be selected as the public member. Is  
14 there a motion?

15 MR. HOLMES: So moved.

16 MS. CARROLL: Is there a second?

17 MS. PERALTA: Second.

18 MS. CARROLL: All opposed please vote by  
19 saying no. All in favor please vote by saying "aye".

20 (Chorus of ayes.)

21 MS. CARROLL: Let the record reflect that John  
22 Pennycuff has been selected as the Public Member for the  
23 Fullerton/Milwaukee Tax Increment Financing District.

24 Our next order of business is to select a

1 chairperson for this Joint Review Board. Are there any  
2 nominations?

3 MS. PERALTA: I nominate Dorothy Carroll.

4 MR. HOLMES: Second.

5 MS. CARROLL: Thank you. Let the record  
6 reflect that there are no other nominations. All in  
7 favor of the nomination please vote by saying "aye".

8 (Chorus of ayes.)

9 MS. CARROLL: All opposed, no. Let the record  
10 reflect that Dorothy Carroll's been elected as  
11 Chairperson and will now serve as Chairperson for the  
12 remainder of the meeting.

13 And so we begin. As I mentioned, at this  
14 meeting we will be reviewing a plan for the Chicago,  
15 pardon me, for the Fullerton/Milwaukee TIF District  
16 Amendment Number Two, proposed by the City of Chicago.  
17 Staff of the City's Department of Housing and Economic  
18 Development and Law, and other departments, have  
19 reviewed this plan which was introduced at the City's  
20 Community Development Commission of the City of Chicago  
21 at its meeting of March 8th, 2011.

22 We will listen to a presentation by the  
23 consultant on the amendment. Following the presentation  
24 we can address any questions that members might have for

1 the consultant or City staff.

2 An amendment to the TIF Act requires us  
3 to base our recommendation to approve or disapprove the  
4 proposed Fullerton/Milwaukee TIF District Amendment --  
5 on the basis of the area and the plan satisfying the  
6 plan requirements, the eligibility criteria defined in  
7 the TIF Act and objectives of the TIF Act.

8 If the Board approves the plan, the Board  
9 will then issue an advisory, non-binding recommendation  
10 by the majority of those members present and voting.  
11 Such recommendations shall be submitted to the City  
12 within 30 days after the Board meeting. Failure to  
13 submit such recommendations shall be deemed to  
14 constitute approval by the Board.

15 If the Board disapproves the plan  
16 amendment, the Board must issue a written report  
17 describing why the plan and area failed to meet one or  
18 more of the objectives of the TIF Act and both the plan  
19 requirements and the eligibility of the TIF Act. The  
20 City will then have 30 days to resubmit a revised plan.

21 The Board and the City must also confer  
22 during this time to try to resolve issues that led to  
23 the Board's disapproval. If such issues cannot be  
24 resolved, or if the revised plan is disapproved, the

1 City may proceed with the plan, but the plan can be  
2 approved only with three-fifths vote of the City  
3 Counsel, excluding positions of members that are vacant  
4 and those members that are ineligible to vote because of  
5 conflicts of interest.

6 Today we will have a presentation on the  
7 Fullerton/Milwaukee TIF District Amendment Number Two by  
8 S.B. Friedman and Company. And, welcome.

9 MS. WALTON: For the record, my name is Jewell  
10 Walton. I'm a Project Manager with S.B. Friedman and  
11 Company. S.B. Friedman was retained to amend the  
12 Fullerton/Milwaukee TIF District. The primary purpose  
13 for this amendment is to the redevelopment plan and  
14 project budget.

15 The TIF was originally established in  
16 2000 and was first amended in 2005. The original budget  
17 in 2000 was \$40 million. It was revised in 2005 to  
18 include additional parcels for the district, and  
19 therefore the budget was increased to 52.5 million.

20 Revenues from the TIF district will  
21 partially support the Modern Schools bond for the Lorca  
22 Elementary School. Fullerton/Milwaukee is scheduled to  
23 pay \$35 million of principal and interest payments  
24 towards this bond.

1                   It's estimated to date that the TIF has  
2 expended roughly 18 million of its current \$52.5 million  
3 budget. The Modern Schools bond payment along with  
4 associated payments for planned projects that have been  
5 at least approved by the Community Development  
6 Commission, will exceed the TIF plan's budget.

7                   As -- the budget we prepared projections  
8 of incremental tax revenues. The projections from  
9 inflationary increment for existing projects as well as  
10 planned projects that are scheduled to come online  
11 throughout the remaining half of the TIF known to date,  
12 including the Hairpin Lofts, the Shoemaker Lofts and the  
13 rehabilitation of the Logan Theater was used to size the  
14 budget.

15                   We added the projected cash flow between  
16 2011 and 2024, the last election year of the TIF  
17 district, discounted that at a rate of five percent and  
18 added that to the previous cash flows at the beginning  
19 of the TIF, 2000 to 2010, to arrive at a budget of \$136  
20 million.

21                   The significant increase in the budget is  
22 primarily due to two things; one, the increment from  
23 several new projects, as well as a nearly three-fold  
24 increase in the TIF district EAV from 2000 to 2009.

1 Certified base EAV in 2000 was set at 85 million,  
2 approximately. Then 2009 the EAV was approximately 248  
3 million.

4 The budget was sized to not only  
5 accommodate the debt obligations tied to the school and  
6 new districts, but also to provide capacity moving  
7 forward for new projects over the remaining 12 years of  
8 the TIF district.

9 And if there's any questions that the JRB  
10 might have?

11 MR. HOLMES: The figures that you just  
12 narrated, is that reflected on that chart?

13 MS. WALTON: Yes, the budget, 136 million is  
14 reflected here and it's divided among several  
15 categories, most of the increases happening in the  
16 public works and improvements to accommodate the school  
17 payment.

18 MS. SHAKER: What's the size of, of the 136,  
19 what's the size of the school project, is that just the  
20 51.8 and then the rest of it is --

21 MS. WALTON: The portion that  
22 Fullerton/Milwaukee will pay is estimated at about 35  
23 million. So the relative increase between 2005 and this  
24 year, 2011, reflects roughly that amount.

1 MR. HOLMES: Madam Chair, I'd kind of like to  
2 have a copy of that for the record.

3 MS. WORTHY: -- copy right now.

4 MS. CARROLL: Why don't we get a copy for all  
5 the board members? Okay. And is the school already  
6 underway?

7 MS. WALTON: My understanding is that it is.

8 MS. CARROLL: Okay.

9 MR. WEBER: Open and operating.

10 MR. HOLMES: Is there a public tour?

11 MR. WEBER: Yes --

12 MS. CARROLL: Mr. Pennycuff, do you have any  
13 concerns or questions?

14 MR. PENNYCUFF: No, no.

15 MS. CARROLL: And this is just reflective of  
16 the increased EAV projections?

17 MS. WALTON: Yes, that's primarily due to the  
18 three-fold increase that's happened over the last nine  
19 years, and inflated at a conservative rate of two  
20 percent annually.

21 MS. CARROLL: Well, I don't know if there are  
22 any more questions based on the presentation. Do any of  
23 the members have further questions on this?

24 MR. HOLMES: I'd like to just take a moment --

1 to look at the budget.

2 MS. CARROLL: Sure.

3 MS. ROBIN: And my apologies, I meant to have  
4 a copy for all of you --

5 MR. HOLMES: Do we anticipate relocation  
6 costs, or relocation, actual relocation?

7 MS. ROBIN: As it relates to this, no.

8 MR. HOLMES: You've got \$100,000 -- locations.

9 MS. ROBIN: Well, what we did was, and correct  
10 me if I'm wrong, I think part of the exercise is when we  
11 increased the overall TIF budget we were increasing it  
12 not only for Modern Schools, but there's about 14 years  
13 left on the TIF, so we clearly have hit the ceiling, but  
14 I think the TIF can, is going to flourish and there's  
15 going to be a lot of projects and we want it to grow all  
16 of these line items accordingly. So there was some kind  
17 of methodology, some kind of formula that increased  
18 every line item.

19 As you know, it's really the bottom line  
20 item, the total amount that matters and you can adjust  
21 dollars in between those categories. So I think they  
22 were just trying to anticipate any additional relocation  
23 costs that could happen in the next 14 years that we  
24 have not planned for yet.

1 MS. WALTON: Correct. There's, I know, a  
2 couple of housing projects that have already occurred in  
3 the TIF and in the event over the next 12 to 14 years,  
4 the remaining life of the TIF, if there's additional  
5 residential development, we wanted to make allowances  
6 for that.

7 MR. HOLMES: Okay. One other request Madame  
8 Chair, job training and re-training, welfare to work, I  
9 don't see any indication that there's been a change.

10 MS. WALTON: No, that particular line item we  
11 have not increased.

12 MR. HOLMES: Nor daycare?

13 MS. WALTON: Well, some of, the nature of some  
14 of the projects that I'm aware of, didn't necessarily  
15 warrant increases per se -- certainly wanted to keep the  
16 line item there and present for future development  
17 projects.

18 MS. SHAKER: What kind of affordable housing  
19 projects are going on currently or planned? 12 million,  
20 is it one project?

21 MS. WALTON: That's just the line item total  
22 for construction projects. 50 percent of affordable  
23 housing costs can be rebated by the TIF, so that's  
24 allowances, a \$12 million allowance for all affordable

1 projects that might be constructed within the TIF.

2 MS. ROBIN: We have Mike Weber who was the  
3 project manager for the Fullerton/Milwaukee TIF. He  
4 knows the great history of the TIF and --

5 MR. WEBER: I can tell you at least of a  
6 couple projects that have affordable housing, one is the  
7 Hairpin Lofts that is referenced in one of the  
8 documents. That's a 28-unit development at Kimball,  
9 Diversey and Milwaukee, 25 of the 28 units are  
10 affordable at 30 to 60 percent AMI.

11 There's another that's preliminary that  
12 we're still underwriting called Zapata Apartments on  
13 Armitage Avenue, from approximately Kimball to Central  
14 Park on four different sites. That will be estimated at  
15 about 70 units, total project cost of about 24 million,  
16 and that will be solely affordable, all 70 will be  
17 rentable at I believe no more than 50 percent of AMI.  
18 So there's a substantial --

19 MR. HOLMES: Madame Chair, I just want to -- I  
20 have an issue sitting on this panel and not having any  
21 graphic representation. I'm getting a verbal or a  
22 narrative of what this represents, I have no  
23 visualization in my mind at all of what we're talking  
24 about, I don't even know where it's at.

1 MS. ROBIN: Well this, I understand, this JRB  
2 is talking about the budget amendment. We are happy to  
3 give you any additional information as it relates to  
4 affordable units and what's going on in the community.  
5 But this JRB is talking about increasing the --

6 MR. HOLMES: I understand that. You still  
7 want us to make a call.

8 MS. ROBIN: We normally do not provide that  
9 for you but we are happy to do so.

10 MR. HOLMES: For my record I would appreciate  
11 that.

12 MS. ROBIN: Absolutely.

13 MR. HOLMES: And I'll support this effort, I  
14 mean, I'll act, I know that's why we're in -- but I do  
15 consider it short-sighted not to provide that even on an  
16 amendment action.

17 MS. ROBIN: Okay. We can talk after the  
18 meeting and I can get a list of those things that you  
19 need and I'd be happy to get them to you.

20 MR. HOLMES: Thank you.

21 MS. WORTHY: Thank you very much. And in  
22 terms of public works projects, I mean, I work with  
23 capital budgets all the time, and I'm looking at the  
24 original budget of 40 million and that is

1     extraordinarily low in order to create a turnaround in  
2     an area of this size. We can already see that it's  
3     working with the increase in EAV.

4                     And I think just from my perspective, the  
5     cost of the school, the part of the TIF -- is the 35  
6     million, correct? I mean, that almost swallows up the  
7     entire first original increment of the 40 million. So I  
8     would hope that there are more public works  
9     improvements. Are there any parks or green space being  
10    added?

11                    MR. WEBER: Yes, absolutely, yeah, they didn't  
12    consider the schools when these budgets were initially  
13    proposed. The \$52 million number did not include the  
14    school, so you would have had wiggle room of an  
15    additional 35 million for development projects.

16                    That being said, we have, Logan Square's  
17    the second lowest in terms of open space in all of the  
18    77 community areas. We've committed a lot of time and  
19    effort and dollars towards open space. We had an open  
20    space plan, the Logan Square Open Space Plan of 2005  
21    which identified I think 13 projects, eight of which  
22    have already been built.

23                    Most prominently at the Logan Square  
24    monument is Logan Plaza. We just dedicated a million

1 dollars for a 15,000 square foot kind of plaza, co-  
2 shared space with an apple orchard that will be growing  
3 apples on the Logan Square, kind of center area.  
4 Brentano Schools received a campus park. There is a  
5 skate park underneath the Kennedy Expressway at Logan  
6 and Western --

7 We've also had some other gateway parks,  
8 more like passive open space areas for dogs and their  
9 parents, if you will. But there are others, Logan, I'm  
10 sorry, Palmer's Square has had a substantial amount of  
11 improvements done to that boulevard area, the central  
12 area of Palmer Boulevard on the square there.

13 So we've committed a lot of dollars and  
14 continue to increase open space wherever we can. But  
15 it's nominal slivers of land, we don't own anything of  
16 size, so we're creating, you know, one-fifth of an acre  
17 here, one-fourth of an acre there, to try and get a  
18 cumulative increase at the end of the day.

19 MR. HOLMES: Madam Chair, that's an excellent  
20 report. I'd like to have something hard copy. I'm not  
21 going to indulge, or try to indulge you now, but that's  
22 a really good update in terms of what's going on in the  
23 life of this TIF. I've got to hear it rather than  
24 visualize it and if I had to articulate that to my

1 superiors in County, I would not be able to do it.

2 That's my concern.

3 MS. ROBIN: Absolutely.

4 MR. WEBER: We can send him a copy of the  
5 Logan Square Open Space plan, it's in a PDF document and  
6 it will identify all of the projects and like I said, I  
7 believe the first eight or nine of the 13 identified are  
8 completed.

9 MS. CARROLL: And isn't this online?

10 MR. WEBER: It is online.

11 MS. CARROLL: Yes.

12 MR. WEBER: It's available on our website.

13 MS. CARROLL: Absolutely. So that's another  
14 resource for you.

15 MR. HOLMES: Okay -- that information. Thanks  
16 very much.

17 MR. WEBER: Okay.

18 MS. CARROLL: All right. Well, this is, I  
19 think we've flushed out a lot of interesting issues and  
20 at this time if there, are there any more questions?  
21 Okay. If there are no further questions I will  
22 entertain a motion that this Joint Review Board finds  
23 the proposed Fullerton/Milwaukee Tax Increment Financing  
24 District Amendment Number Two satisfies the

1 redevelopment plan requirements under the TIF Act, the  
2 eligibility criteria defined in Section 11-74.4-3 of the  
3 TIF Act, the objectives of the TIF Act, and that based  
4 on such findings, approve such proposed plan amendment  
5 under the TIF Act. Is there a motion?

6 MS. PERALTA: So moved.

7 MS. CARROLL: Is there a second?

8 MR. HOLMES: Second.

9 MS. CARROLL: If there are no, is there any  
10 further discussion? If not, all in favor please vote by  
11 saying "aye".

12 (Chorus of ayes.)

13 MS. CARROLL: All opposed vote by saying "no".

14 Let the record reflect that the Joint  
15 Review Board's approval of the proposed  
16 Fullerton/Milwaukee Tax Increment Financing District  
17 Amendment Number Two Under the TIF Act.

18 Is there a motion to adjourn this  
19 meeting?

20 MR. HOLMES: So moved.

21 MS. CARROLL: Is there a second?

22 MS. PERALTA: Second.

23 MS. CARROLL: This meeting regarding  
24 Fullerton/Milwaukee Tax Increment Financing District

1 Amendment Number Two is adjourned.

2 And at this point we will begin our next  
3 task.

4 (Whereupon the meeting regarding  
5 Fullerton/Milwaukee was adjourned.)

1 STATE OF ILLINOIS )  
2 ) SS.  
3 COUNTY OF C O O K )  
4  
5

6 I, CAROL ROBERTSON, depose and  
7 say that I am an electronic reporter doing  
8 business in the State of Illinois; that I  
9 reported verbatim the foregoing proceedings  
10 and that the foregoing is a true and correct  
11 transcript to the best of my knowledge and  
12 ability.

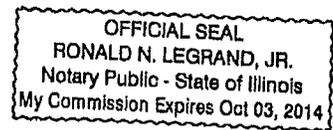
13  
14  
15

Carol Robertson

16  
17 CAROL ROBERTSON

18  
19 SUBSCRIBED AND SWORN TO  
20 BEFORE ME THIS 11th DAY OF  
21 April, A.D. 2011.

22  
23 [Signature]  
24 NOTARY PUBLIC



STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

**Attachment B**

CERTIFICATION

TO:

Judy Baar Topinka  
Comptroller of the State of Illinois  
James R. Thompson Center  
100 West Randolph Street, Suite 15-500  
Chicago, Illinois 60601  
Attention: June Canello, Director of Local  
Government

Jean-Claude Brizard  
Chief Executive Officer  
Chicago Board of Education  
125 South Clark Street, 5th Floor  
Chicago, Illinois 60603

James R. Dempsey, Controller  
City Colleges of Chicago  
226 West Jackson Boulevard, Room 1125  
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance  
Metropolitan Water Reclamation District of  
Greater Chicago  
100 East Erie Street, Room 2429  
Chicago, Illinois 60611

Herman Brewer  
Director  
Cook County Bureau of Planning & Dev.  
69 West Washington Street, Suite 2900  
Chicago, Illinois 60602

Douglas Wright  
South Cook County Mosquito Abatement  
District  
155th & Dixie Highway  
P.O. Box 1030  
Harvey, Illinois 60426

Lawrence Wilson, Comptroller  
Forest Preserve District of Cook County  
69 W. Washington Street, Suite 2060  
Chicago, IL 60602

Michael P. Kelly, General Superintendent &  
CEO  
Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611

I, Rahm Emanuel, in connection with the annual report (the "Report") of information required by Section 11-74.4-5(d) of the Tax Increment Allocation Redevelopment Act, 65 ILCS5/11-74.4-1 et seq., (the "Act") with regard to the Fullerton/Milwaukee Redevelopment Project Area (the "Redevelopment Project Area"), do hereby certify as follows:

## Attachment B

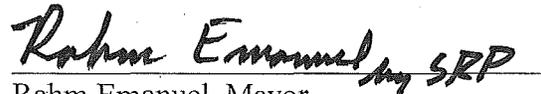
1. I am the duly qualified and acting Mayor of the City of Chicago, Illinois (the "City") and, as such, I am the City's Chief Executive Officer. This Certification is being given by me in such capacity.

2. During the preceding fiscal year of the City, being January 1 through December 31, 2011, the City complied, in all material respects, with the requirements of the Law, as applicable from time to time, regarding the Redevelopment Project Area.

3. In giving this Certification, I have relied on the opinion of the Corporation Counsel of the City furnished in connection with the Report.

4. This Certification may be relied upon only by the addressees hereof.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of this 29th day of June, 2012.

  
\_\_\_\_\_  
Rahm Emanuel, Mayor  
City of Chicago, Illinois



DEPARTMENT OF LAW

June 29, 2012

CITY OF CHICAGO

Attachment C

Judy Baar Topinka  
Comptroller of the State of Illinois  
James R. Thompson Center  
100 West Randolph Street, Suite 15-500  
Chicago, Illinois 60601  
Attention: June Canello, Director of Local  
Government

Jean-Claude Brizard  
Chief Executive Officer  
Chicago Board of Education  
125 South Clark Street, 5th Floor  
Chicago, Illinois 60603

James R. Dempsey, Controller  
City Colleges of Chicago  
226 West Jackson Boulevard, Room 1125  
Chicago, Illinois 60606

Jacqueline Torres, Director of Finance  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street, Room 2429  
Chicago, Illinois 60611

Herman Brewer  
Director  
Cook County Bureau of Planning & Dev.  
69 West Washington Street, Suite 2900  
Chicago, Illinois 60602

Douglas Wright  
South Cook County Mosquito Abatement  
District  
155th & Dixie Highway  
P.O. Box 1030  
Harvey, Illinois 60426

Lawrence Wilson, Comptroller  
Forest Preserve District of Cook County  
69 W. Washington Street, Suite 2060  
Chicago, IL 60602

Michael P. Kelly, General Superintendent  
& CEO  
Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611

Re: Fullerton/Milwaukee  
Redevelopment Project Area (the "Redevelopment Project  
Area")

Dear Addressees:

I am the Corporation Counsel of the City of Chicago, Illinois (the "City") and, in such capacity, I am the head of the City's Law Department. In such capacity, I am providing the opinion required by Section 11-74.4-5(d)(4) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "Act"), in connection with the submission of the report (the "Report") in accordance with, and containing the information required by, Section 11-74.4-5(d) of the Act for the Redevelopment Project Area.

## Attachment C

Opinion of Counsel for 2011 Annual Report  
Page 2

June 29, 2012

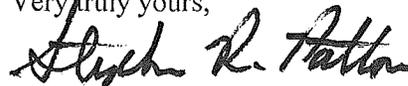
Attorneys, past and present, in the Law Department of the City and familiar with the requirements of the Act, have had general involvement in the proceedings affecting the Redevelopment Project Area, including the preparation of ordinances adopted by the City Council of the City with respect to the following matters: approval of the redevelopment plan and project for the Redevelopment Project Area, designation of the Redevelopment Project Area as a redevelopment project area, and adoption of tax increment allocation financing for the Redevelopment Project Area, all in accordance with the then applicable provisions of the Act. Various departments of the City, including, if applicable, the Law Department, Department of Housing and Economic Development, Department of Finance and Office of Budget and Management (collectively, the "City Departments"), have personnel responsible for and familiar with the activities in the Redevelopment Project Area affecting such Department(s) and with the requirements of the Act in connection therewith. Such personnel are encouraged to seek and obtain, and do seek and obtain, the legal guidance of the Law Department with respect to issues that may arise from time to time regarding the requirements of, and compliance with, the Act.

In my capacity as Corporation Counsel, I have relied on the general knowledge and actions of the appropriately designated and trained staff of the Law Department and other applicable City Departments involved with the activities affecting the Redevelopment Project Area. In addition, I have caused to be examined or reviewed by members of the Law Department of the City the certified audit report, to the extent required to be obtained by Section 11-74.4-5(d)(9) of the Act and submitted as part of the Report, which is required to review compliance with the Act in certain respects, to determine if such audit report contains information that might affect my opinion. I have also caused to be examined or reviewed such other documents and records as were deemed necessary to enable me to render this opinion. Nothing has come to my attention that would result in my need to qualify the opinion hereinafter expressed, subject to the limitations hereinafter set forth, unless and except to the extent set forth in an Exception Schedule attached hereto as Schedule 1.

Based on the foregoing, I am of the opinion that, in all material respects, the City is in compliance with the provisions and requirements of the Act in effect and then applicable at the time actions were taken from time to time with respect to the Redevelopment Project Area.

This opinion is given in an official capacity and not personally and no personal liability shall derive herefrom. Furthermore, the only opinion that is expressed is the opinion specifically set forth herein, and no opinion is implied or should be inferred as to any other matter. Further, this opinion may be relied upon only by the addressees hereof and the Mayor of the City in providing his required certification in connection with the Report, and not by any other party.

Very truly yours,



Stephen R. Patton  
Corporation Counsel

**SCHEDULE 1**

(Exception Schedule)

No Exceptions

Note the following Exceptions:

**ATTACHMENT D**

**Activities Statement**

Projects that were implemented during the preceding fiscal year, if any, are set forth below:

<u>Name of Project</u>
Zapata Apartments

Redevelopment activities undertaken within this Project Area during the preceding fiscal year, if any, have been made pursuant to: (i) the Redevelopment Plan for the Project Area, and (ii) any Redevelopment Agreements affecting the Project Area, and are set forth in Section 3 herein by TIF-eligible expenditure category.

**ATTACHMENT E**

**Agreements**

Agreements entered into concerning the disposition or redevelopment of property within the Project Area during the preceding fiscal year, if any, are attached hereto.

None

**ATTACHMENT F**

**Additional Information**

The amounts shown elsewhere in this report, including those shown in Section 3 herein, have been used to pay for project cost within the Project Area and for debt service (if applicable), all in furtherance of the objectives of the Redevelopment Plan for the Project Area.

Contract Summary Sheet

**Contract (PO) Number:** 25168

**Specification Number:** 100342

**Name of Contractor:** BICKERDIKE REDEVELOPMENT CORP

**City Department:** DEPT OF HOUSING & ECONOMIC DEVELOPMENT

**Title of Contract:** Redevelopment Agreement: 3230 W. Armitage

**Term of Contract: Start Date:** 8/30/2011

**End Date:** 12/31/2024

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$4,612,967.00

**Brief Description of Work:** Redevelopment Agreement: 3230 W. Armitage

**Procurement Services Contract Area:** COMPTROLLER-OTHER

**Vendor Number:** 097225

**Submission Date:**

OCT 18 <sup>2011</sup> 2011



## SUBSTITUTE ORDINANCE

**WHEREAS**, the City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

**WHEREAS**, the City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

**WHEREAS**, the Department of Housing and Economic Development ("DHED") has preliminarily reviewed and approved the allocation of certain low income housing tax credits pursuant to Section 42 of the Internal Revenue Code with respect to the construction of a 61-unit development to be known as "Zapata Apartments" that will consist of four 3- to 4-story buildings (the "Project") to be undertaken by Zapata Apartments Limited Partnership, an Illinois limited partnership (the "Partnership"), and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike"), on certain real property located at 3230 West Armitage Avenue, 1955 North St. Louis Avenue, 3503 West Armitage Avenue, and 3734 West Cortland Street, in Chicago, Illinois; and

**WHEREAS**, all of the units shall be rent-restricted and occupied by individuals having incomes not in excess of 60% of area median income, as determined by the United States Department of Housing and Urban Development; and

**WHEREAS**, the City desires to waive certain fees with respect to the Project; and

**WHEREAS**, pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on February 16, 2000 and published at pages 25065 to 25162 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Plan") for the Fullerton/Milwaukee redevelopment project area (the "Area") was approved, as amended pursuant to an ordinance adopted by the City Council on May 11, 2005 and published at pages 47331 to 47472 of the Journal of such date, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

**WHEREAS**, pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 25164 to 25184 of the Journal of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

**WHEREAS**, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on February 16, 2000 and published at pages 25185 to 25205 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

**WHEREAS**, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are deposited from time to time in the "Fullerton/Milwaukee Redevelopment Project Area Special Tax Allocation Fund" (the "TIF Fund") established pursuant to the TIF Ordinance; and

**WHEREAS**, Bickerdike is the owner of certain parcels of land located at 3230 West

Armitage Avenue, 1955 North St. Louis Avenue, and 3503 West Armitage Avenue, all in Chicago and which are located in the Redevelopment Area ("TIF Parcels"), and Bickerdike has an option to purchase a parcel of land located at 3734 West Cortland Street, Chicago, which is located outside the Redevelopment Area ("Cortland Parcel" and together with the TIF Parcels, the "Property"); and

WHEREAS, Bickerdike intends to convey the Property to the Partnership, and the Partnership intends to construct the Project; and

WHEREAS, the Partnership (formed by Bickerdike to develop the Project) has proposed to undertake the redevelopment of the Property in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Partnership, Bickerdike and the City to be financed in part by a portion of Incremental Taxes, if any, deposited in the TIF Fund pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, pursuant to Resolution 11-CDC-26 adopted by the Community Development Commission of the City (the "Commission") on May 10, 2011, the Commission has recommended that the Partnership and Bickerdike (collectively, the "Developer") be designated as the developer for the Project and that DHED be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit A attached hereto and made a part hereof. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project.

SECTION 3. The Partnership and Bickerdike are hereby collectively designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. The Commissioner of DHED or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 5. The City Council of the City hereby finds that the City is authorized (a) to issue its tax increment allocation revenue obligation in the maximum principal amount of \$3,612,967, and (b) to pay \$1,000,000 from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") as the initial payment (the "Initial Payment"), to finance a portion of the eligible costs included within the Project.

**SECTION 6.** There shall be borrowed for and on behalf of the City a principal amount not to exceed \$3,612,967 for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Improvements"). The borrowing shall be evidenced by a note of the City in an initial principal amount up to \$3,612,967, designated "Tax Increment Allocation Revenue Note (Zapata Apartments Redevelopment Project), Taxable Series 2011" (the "City Note"). In addition, the City is authorized to pay Bickerdike from Incremental Taxes an amount up to \$1,000,000 as the Initial Payment. The City Note shall be substantially in the form attached to the Redevelopment Agreement as Exhibit M and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer of the City, or if there is no Chief Financial Officer, then the City Comptroller of the City, at the time of issuance to reflect the purpose of the issue. The City Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the City Note and the Initial Payment are hereby appropriated for the purposes set forth in this Section 6.

The City Note shall not bear interest. The principal of the City Note shall be paid by check, draft or wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the City Note are registered at the close of business on the payment date, in any event no later than at the close of business on the 15th day of the month immediately after the applicable payment date; provided, that the final installment of the principal of the City Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the City Note, and the City Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the City Note shall cease to be such officer before the delivery of the City Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the City Note, and showing the date of authentication. The City Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the City Note shall be conclusive evidence that the City Note has been authenticated and delivered under this ordinance.

**SECTION 7.** The City shall cause books (the "Register") for the registration and for the transfer of the City Note (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the City Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple City Note blanks executed by the City for use in the transfer of the City Note.

Upon surrender, for a transfer of the City Note authorized under the Redevelopment Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment

representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) and the DHED Commissioner on the instrument of transfer, and (iv) any deliveries required under the Redevelopment Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered City Note of the same maturity, of authorized denomination, for the authorized principal amount of the City Note less previous retirements. The execution by the City of a fully registered City Note shall constitute full and due authorization of the City Note and the Registrar shall thereby be authorized to authenticate, date and deliver the City Note. The Registrar shall not be required to transfer or exchange a City Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of the City Note nor to transfer or exchange a City Note after notice calling a City Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of a City Note. No beneficial interests in a City Note shall be assigned, except in accordance with the procedures for transferring a City Note described above.

The person in whose name the City Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest, if any, on the City Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the City Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the City Note.

**SECTION 8.** Subject to the limitations set forth herein, the Chief Financial Officer (or his or her designee) is authorized to determine the terms of the City Note and to issue the City Note on such terms as the Chief Financial Officer (or his or her designee) may deem to be in the best interest of the City. The principal of the City Note shall be subject to determination, reduction and prepayment as provided in the form of City Note attached to the Redevelopment Agreement as Exhibit M, and as provided in the Redevelopment Agreement, including, without limitation, Sections 2, 4.03 and 15.02 thereof. As directed by the Chief Financial Officer (or his or her designee), the Registrar shall proceed with prepayment without further notice or direction from the City. The Registrar shall note on the debt service schedule attached to the City Note the amount of any payment of principal or interest, if any, on such City Note, including the amount of any redemption or prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

**SECTION 9.** The City Note hereby authorized shall be executed as in this ordinance and the Redevelopment Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Redevelopment Agreement, and thereupon, be deposited with the DHED Commissioner, and be by said DHED Commissioner delivered to the Developer.

**SECTION 10.** Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer (or his or her designee) of the City is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments with respect to the City Note until the City Note has been fully repaid.

**SECTION 11.** The City Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the TIF Fund and shall be a valid claim of the registered owner thereof only against said sources. The City Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the City Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the City Note. The City's obligation to fully repay the City Note is further limited by the terms and conditions of the Redevelopment Agreement.

**SECTION 12.** Moneys on deposit in the TIF Fund may be invested as allowed under Section 2-32-520 of the Municipal Code of the City of Chicago. Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the City Note.

**SECTION 13.** Pursuant to the Redevelopment Agreement, the Partnership shall complete the Project. The eligible redevelopment project costs of the Project constituting TIF-Funded Improvements up to the principal amount of \$3,612,967 shall be deemed to be a disbursement of the proceeds of the City Note. Upon issuance, the City Note shall have in the aggregate an initial principal balance equal to the Developer's prior expenditures for TIF-Funded Improvements (excluding the Initial Payment) up to a maximum amount of \$3,612,967, as supported by a Certificate of Expenditure in accordance with the City Note, and subject to the reductions described in the Redevelopment Agreement. After issuance, the principal amount outstanding under the City Note shall be the initial principal balance of the City Note, plus interest thereon if any, minus any principal amount and interest paid on the City Note and other reductions in principal as provided in the Redevelopment Agreement.

**SECTION 14.** The Registrar shall maintain a list of the names and addresses of the registered owners from time to time of the City Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

**SECTION 15.** The provisions of this ordinance shall constitute a contract between the City and the registered owner(s) of the City Note. All covenants relating to the City Note are enforceable by the registered owner(s) of the City Note.

**SECTION 16.** The Mayor, the Chief Financial Officer, the Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

**SECTION 17.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

**SECTION 18.** This ordinance shall be effective as of the date of its passage and approval.

**EXHIBIT A**

**FEE AND OTHER WAIVERS FOR RENTAL PROPERTY**

**Department of Construction and Permits**

**Waiver of Plan Review, Permit and Inspection Fees:**

- A. Building Permit:**
  - Zoning
  - Construction/Architectural/Structural
  - Internal Plumbing
  - HVAC
  - Water for Construction
  - Smoke Abatement
- B. Electrical Permit: Service and Wiring**
- C. Elevator Permit (if applicable)**
- D. Wrecking Permit (if applicable)**
- E. Fencing Permit (if applicable)**
- F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago**

**Department of Water Management**

- Tap Fees
- Cut and Seal Fees
- (Fees to purchase B-boxes and remote read-outs are not waived.)
- Permit (connection) and Inspection Fees
- Sealing Permit Fees

**Department of Transportation**

- Street Opening Fees
- Driveway Permit Fees
- Use of Public Way Fees

3

212019



1127210081

Doc#: 1127210081 Fee: \$206.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/29/2011 02:51 PM Pg: 1 of 86

P.O.# 25148

ZAPATA APARTMENTS REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CHICAGO

AND

ZAPATA APARTMENTS LIMITED PARTNERSHIP

AND

BICKERDIKE REDEVELOPMENT CORPORATION

This agreement was prepared by  
and after recording return to:  
Ann R. Kaplan-Perkins, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

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Exhibit J	Approved Prior Expenditures
Exhibit K	Opinion of Developer's Counsel
Exhibit L	[intentionally omitted]
Exhibit M	*Form of City Note

(An asterisk (\*) indicates which exhibits are to be recorded.)

[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by and  
after recording return to:  
Ann R. Kaplan-Perkins, Esq.  
City of Chicago Law Department  
121 North LaSalle Street, Room 600  
Chicago, IL 60602

### ZAPATA APARTMENTS REDEVELOPMENT AGREEMENT

This Zapata Apartments Redevelopment Agreement (this "Agreement") is made as of this 27<sup>th</sup> day of September, 2011, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("DHED"), Zapata Apartments Limited Partnership, an Illinois limited partnership ("Partnership"), and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike", and collectively with the Partnership, the "Developer").

#### RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Fullerton/Milwaukee Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Fullerton/Milwaukee Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Fullerton/Milwaukee Redevelopment Project Area" (the "TIF Adoption Ordinance"). To expand the redevelopment area pursuant to the Act, the City Council adopted the following ordinance on May 11, 2005: "An Ordinance of the City of Chicago, Illinois Approval of Amendment Number 1 to Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project" (the "First Amending Ordinance"). The TIF Adoption Ordinance was further amended on July 6, 2011 increasing the redevelopment project costs in the amended redevelopment plan (the "Second Amending Ordinance"). Collectively, the TIF Adoption Ordinances, the First Amending Ordinance and the Second Amending Ordinance are defined herein as the "TIF Ordinances." The redevelopment project area referred to above (the "Redevelopment Area") is legally described on Exhibit A hereto.

D. The Project: Bickerdike has purchased (the "Acquisition") certain property located within the Redevelopment Area at 3230 West Armitage Avenue, 1955 North St. Louis Avenue, and 3503 West Armitage Avenue, Chicago, Illinois, which parcels are legally described on Exhibit B-1 hereto (the "TIF-Eligible Property"). Bickerdike has also acquired property located outside the Redevelopment Area at 3734 West Cortland Street, Chicago, Illinois, which parcel is legally described on Exhibit B-2 hereto (the "Cortland Property" and together with the TIF-Eligible Property, the "Project Property"). All of the Project Property is currently vacant. On the Closing Date, Bickerdike will convey the Project Property to the Partnership.

Within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete construction of a 61-unit development to be known as "Zapata Apartments" that will consist of four 3- to 4-story buildings. The 61 rental units will consist of 8 one-bedroom apartments, 31 two-bedroom apartments and 22 three-bedroom apartments. All of the units will be affordable to households earning sixty percent (60%) or less of the Chicago-area median income ("AMI"), unless the Project (as defined below) becomes subject to more restrictive affordability covenants. The development will include approximately four Section 504 accessible units, nine Type A adaptable units and twenty-five Type B visitable units to accommodate people with disabilities. There will be 50 on-site parking spaces, including four handicapped-accessible spaces. The development and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Fullerton/Milwaukee Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) the proceeds of the City Note (defined below) and/or (ii) Incremental Taxes (as defined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the City Note.

G. Prior Obligations: Pursuant to the ordinances listed on Exhibit E attached hereto, the City has issued various obligations (collectively, the "Prior Obligations") that will be paid out of

Incremental Taxes (as such term is defined below). The Developer acknowledges that the Prior Obligations are prior liens on the Fullerton/Milwaukee TIF Fund and that the Developer has no claim on any monies except for monies which are Available Incremental Taxes.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

#### SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Actual residents of the City" shall mean persons domiciled within the City.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of updated insurance certificates, if applicable (Section 8.14); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); and (4) compliance with all other executory provisions of the RDA.

"Available Incremental Taxes" shall mean Incremental Taxes less Prior Obligations.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Building Site" shall mean one of four sites consisting of one or more parcels of Project Property on which portions of the Project will be constructed, as identified on Exhibits B-1 and B-2 hereto.

"Business Relationship" shall have the meaning set forth for such term in Section 2-156-080 of the Municipal Code of Chicago.

"Certificate" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Certificate of Expenditure" shall mean any Certificate of Expenditure referenced in the City Note pursuant to which the principal amount of the City Note will be established.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean those funds described in Section 4.03(b).

"City Note" shall mean the taxable note to be in the form attached hereto as Exhibit M, in the maximum principal amount of \$3,612,967, issued by the City to the Developer on or as of the date hereof. The City Note shall bear interest at an annual rate of zero percent (0%) and shall be payable as set forth therein.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit F, to be entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns), and which may also include amounts or fees payable to the Developer which the Developer has deferred.

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), substantially in the form of Exhibit G attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Fullerton/Milwaukee TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean 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 Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Fullerton/Milwaukee TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnites" shall have the meanings set forth in Section 13.01 hereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit I-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Modern Schools Bonds" shall mean one or more series of general obligation bonds authorized pursuant to the Modern Schools Across Chicago Bond Ordinance adopted by the City Council on December 13, 2006, as may be amended or supplemented.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Project Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Project Property and/or the Project set forth on Exhibit H hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit I-1, showing the total cost of the Project by line item, furnished by the Developer to DHED, in accordance with Section 3.03 hereof.

"Project Property" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land title survey for each Building Site dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Building

Site is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Building Site in connection with the construction of the Project and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2023).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bonds" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Proceeds" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for or reimburse out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Title Services, Inc.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Project Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Project Property related to Lender Financing, if any, issued by the Title Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

### SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction within 30 days of the Closing of this Agreement; and (ii) complete construction and conduct business operations therein no later than 27 months after such commencement of construction.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to DHED and DHED has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications

shall be submitted to DHED as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

**3.03 Project Budget.** The Developer has furnished to DHED, and DHED has approved, a Project Budget showing total costs for the Project in an amount not less than \$25,073,571. The Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to DHED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

**3.04 Change Orders.** Any Change Orders that individually or in the aggregate (a) permanently increase or decrease the Project Budget by more than ten percent (10%), (b) reduce the net rentable square footage of the Project by more than five percent (5%), (c) change the basic uses of the Project or (d) result in a delay in the completion of the Project, must be submitted by the Developer to DHED for DHED's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order described in the preceding clauses (a), (b), (c) or (d) or the furnishing of materials in connection therewith prior to the receipt by the Developer of DHED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders costing less than Twenty-Five Thousand Dollars (\$25,000.00) each, to an aggregate amount of One Hundred Thousand Dollars (\$100,000.00), do not require DHED's prior written approval as set forth in this Section 3.04, but DHED shall be notified in writing of all such Change Orders prior to the implementation thereof and the Developer, in connection with such notice, shall identify to DHED the source of funding therefor.

**3.05 DHED Approval.** Any approval granted by DHED of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DHED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Project Property or the Project.

**3.06 Other Approvals.** Any DHED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DHED's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

**3.07 Progress Reports and Survey Updates.** The Developer shall provide DHED with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DHED's written approval pursuant to Section 3.04). At completion, the Developer shall provide three

(3) copies of an updated Survey for any Building Site to DHED upon the request of DHED or any lender providing Lender Financing, reflecting improvements made to the Building Site.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DHED shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DHED, prior to requests for disbursement for costs related to the Project. At the Developer's option, the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing for the Project, provided that said architect is an independent architect licensed by the State of Illinois, or an inspecting agent of DHED.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DHED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Project Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Project Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Project Property to City utility lines existing on or near the perimeter of the Project Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

#### SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$25,073,571, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06) (includes loans or contributions from Bickerdike to the Partnership of approx. \$660,042 in DCEO Energy Funds and State of Illinois Capital Funds, and \$100) and approximately \$18,947,066 of LIHTC equity	\$19,607,208
Lender Financing – Harris Bank	\$853,396
Estimated City Funds (subject to Section 4.03)	\$4,612,967
ESTIMATED TOTAL	\$25,073,571

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DHED evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds in an amount not to exceed \$4,612,967 (the "City Funds"). Of the \$4,612,967, \$1,000,000 will be contributed by the City approximately 30 days following Closing to Bickerdike in the form of cash. Upon receipt, Bickerdike will make a capital contribution or loan of these cash funds to the Partnership (the "Initial Payment"). The Initial Payment will be made from accumulated Incremental Taxes with respect to all property within the Redevelopment Area.

In addition, the City hereby agrees to pay the remaining City Funds through the issuance of the City Note in the maximum principal amount of \$3,612,967. The City shall issue the City Note to Bickerdike at Closing and it shall be payable in full upon issuance of the Certificate. Upon receipt of the cash proceeds from the repayment of the City Note by the City, Bickerdike shall make a capital contribution or loan of the cash proceeds to the Partnership. The principal amount of the City Note shall be in an amount equal to the costs of the TIF-Funded Improvements which have been incurred or will be incurred by the Developer prior to the issuance of the Certificate and are to be reimbursed by the City through payment on the City Note, subject to the provisions hereof; provided, however, that payment under the City Note is subject to the amount of Available Incremental Taxes (as defined below) deposited into the Fullerton/Milwaukee TIF Fund being sufficient for such payments.

(c) The City retains the right to supplement, amend or refund the Modern Schools Bonds, provided that the City shall not issue any such Modern Schools Bonds in an amount or upon terms which, based upon the City's projections and uses of Incremental Taxes at the time of such Modern Schools Bonds issuance, would result in the amount of Available Incremental Taxes being insufficient to fund fully the debt service requirements set forth in the debt service schedule to the City Note.

4.04 [Intentionally omitted]

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DHED and approved by DHED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DHED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by DHED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to

the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DHED, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed \$25,000 or \$100,000 in the aggregate, may be made without the prior written consent of DHED.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Execution of Certificate of Expenditure. Prior to each execution of a Certificate of Expenditure by the City, the Developer shall submit documentation regarding the applicable expenditures to DHED, which shall be satisfactory to DHED in its sole discretion. Delivery by the Developer to DHED of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

(a) the total amount of the request for Certificate of Expenditure represents the actual cost of the TIF-Funded Improvements or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees, or the actual amount payable to (or paid to) a licensed architect who has performed work on the Project;

(b) all amounts shown as previous payments on the current request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Project Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an

amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 15.02 hereof.

4.09 Cost of Issuance. The Developer shall be responsible for paying all costs relating to the issuance of the City Note, including costs relating to the opinion described in Section 5.09(b) hereof.

#### SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DHED, and DHED has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to DHED, and DHED has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DHED.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Project. The Developer has delivered to DHED a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Any liens against the Project Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a pro forma Title Policy for the Project Property, certified by the Title Company, showing the Developer

as the named insured, along with copies of all Schedule B title exception documents. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit H hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DHED, on or prior to the Closing Date, documentation related to the purchase of the Project Property and certified copies of all easements and encumbrances of record with respect to the Project Property not addressed, to DHED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under (a) the Developer's name and (b) BRC Affiliate, Inc., as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Pending suits and judgments Cook County	

showing no liens against the Developer, the Project Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey for each Building Site.

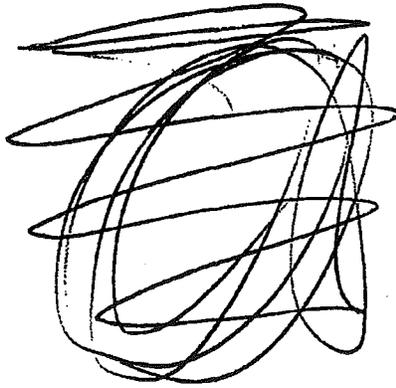
5.08 Insurance. The Developer, at its own expense, has insured the Project Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DHED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit K, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit K hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DHED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DHED for its most recent fiscal year, and audited or unaudited interim financial statements.

5.12 Documentation. The Developer has provided documentation to DHED, satisfactory in form and substance to DHED, with respect to current employment matters.



5.13 Environmental. The Developer has provided DHED with copies of that certain phase I environmental audit completed with respect to the Project Property [and any phase II environmental audit with respect to the Project Property required by the City.] The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles or Certificate of Incorporation and Certificate of Limited Partnership, respectively, containing the original certification of the Secretary of State of its state of incorporation or organization; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which the Developer is qualified to do business; an incumbency certificate in such form and substance as the Corporation Counsel may require; by-laws or partnership agreement, as applicable; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DHED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, the Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DHED for its inspection and written approval. For the TIF-Funded Improvements, the Developer has selected [Humboldt Construction Company] as the General Contractor. The Developer shall submit or has submitted copies of the Construction Contract to DHED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DHED within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DHED and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, the Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed [6]% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DHED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DHED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties

thereto, the Developer shall deliver to DHED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

**6.03 Performance and Payment Bonds.** Prior to commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent or, in the alternative, the Developer may provide an irrevocable unconditional, commercial letter of credit in form and substance that is satisfactory to the City in its sole discretion. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

**6.04 Employment Opportunity.** The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

**6.05 Other Provisions.** In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DHED within five (5) business days of the execution thereof.

## SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

**7.01 Certificate of Completion of Construction.** (a) Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DHED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

(b) DHED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Developer acknowledges that the City will not issue a Certificate until the following conditions have been met:

- (i) the Project, including all of the TIF-Funded Improvements, has been substantially completed; and
- (ii) Developer has provided DHED with evidence acceptable to DHED showing that Developer has complied with building permit requirements; and
- (iii) the City's monitoring unit has determined in writing that the Developer is in complete compliance with all requirements of Sections 8.09 and 10.

**7.02 Effect of Issuance of Certificate; Continuing Obligations.** The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02, 8.06, 8.19, 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Project Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

**7.03 Failure to Complete.** If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

**7.04 Notice of Expiration of Term of Agreement.** Upon the expiration of the Term of the Agreement, DHED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

## SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

**8.01 General.** Each of the Partnership and Bickerdike, and the Developer, as noted below, represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Partnership is an Illinois limited partnership, and Bickerdike is an Illinois not-for-profit corporation, and both are duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of their activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Partnership or Bickerdike of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Certificate of Limited Partnership or Articles of Incorporation, respectively, or partnership agreement or by-laws, as applicable, as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Partnership shall acquire from Bickerdike, and shall maintain good, indefeasible and merchantable fee simple title to the Project Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of DHED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Project Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (except for guarantees executed by Bickerdike in the course of its development of other housing projects or the operation thereof); or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DHED, allow the existence of any liens against the Project Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Project Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(m) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.02 Covenant to Redevelop. Upon DHED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Project Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Project Property and/or the Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, that the proceeds of bonds issued on a tax-exempt basis cannot be used as a source of City Funds or to repay the

City Note; and provided, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Covenant Not to Sell Project Property. The Developer agrees not to sell, transfer, convey or otherwise dispose of all or substantially all of the Project prior to the fifth anniversary of the date of the issuance of the Certificate of Completion, without the consent of DHED. The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DHED which shall outline, to DHED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DHED, from time to time, statements of its employment profile upon DHED's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DHED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement; provided, however, that such consent has been obtained with regard to the General Contractor and the property manager for the Project, both of which are Affiliates of the Developer. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DHED's request, prior to any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or

controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Project Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Project Property or any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to DHED Financial Statements for the Developer's fiscal year ended December 31, 2010 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DHED may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Project Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Project Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DHED, within thirty (30) days of DHED's request, official receipts from the appropriate entity, or other proof satisfactory to DHED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Project Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DHED's sole option, to furnish a good and sufficient bond or other security satisfactory to DHED in such form and amounts as DHED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Project Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DHED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Project Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Project Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Project Property on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Project Property or the Project, or become due and payable, and which create or may create, a lien upon the Developer or all or any portion of the Project Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Project Property or the Project including but not limited to real estate taxes.

(b) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Project Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DHED of the Developer's intent to contest or object to a Governmental Charge and, unless, at DHED's sole option,

(i) the Developer shall demonstrate to DHED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Project Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DHED in such form and amounts as DHED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Project Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(c) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DHED thereof

in writing, at which time DHED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DHED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DHED deems advisable. All sums so paid by DHED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DHED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

**8.20 Affordable Housing Covenant.** The Developer agrees and covenants to the City that, prior to any foreclosure of the Project Property by a lender providing Lender Financing, the provisions of that certain Regulatory Agreement executed by the Developer and DHED as of the date hereof shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Project shall be operated and maintained solely as residential rental housing;

(b) All of the units in the Project shall be available for occupancy to and be occupied solely by one or more Families qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) All of the units in the Project have monthly rents paid by the tenants not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 8.20, the following terms have the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee.

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.20.

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

8.22 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to DHED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

#### SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

#### SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Project Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Project Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the

Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Project Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

**10.02 City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DHED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DHED, affidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

**10.03. MBE/WBE Commitment.** The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal

Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, [and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DHED.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this

subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

## SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan. The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Project Property.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Project Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Project Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Project Property.

## SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A

claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

### SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

## SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Project Property during normal business hours for the Term of the Agreement.

## SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder, provided, however, that after the issuance of the Certificate, any event solely involving Bickerdike which would be an event of default, will not constitute an Event of Default hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise, so as to materially adversely affect its ability to perform under this Agreement;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Project Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default

unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of a declared event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor)

(k) prior to the expiration of the Term of the Agreement and without the prior written consent of the City, (i) the sale or transfer of an ownership interest in the Developer, except as allowed under the City loan documents, or except to the extent that the syndicator of low-income tax credits may acquire or sell an interest in the Project and/or the Developer, but only to one of its affiliates, or (ii) a change in the general partner of the Developer.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of the Developer's partnership interests.

**15.02 Remedies.** Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, the Developer shall be obligated to repay to the City all previously disbursed City Funds.

**15.03 Curative Period.** In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this

Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

## SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Project Property or any portion thereof are listed on Exhibit H hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Project Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Project Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Project Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Project Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Project Property or any portion thereof without the prior written consent of the Commissioner of DHED.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago  
Department of Housing and Economic Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

With Copies To: City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

If to the Developer: Bickerdike Redevelopment Corporation  
2550 West North Avenue  
Chicago, Illinois 60647  
Attention: Executive Director

With Copies To: Applegate & Thorne-Thomsen P.C.  
626 West Jackson, Suite 400  
Chicago, Illinois 60661  
Attention: Nick Brunick, Esq.

And

Harris, N.A.  
111 West Monroe, Floor 2E  
Chicago, Illinois 60606  
Attention: Katherine Mazzocco

And

National Equity Fund, Inc.  
120 South Riverside Plaza, 15<sup>th</sup> Floor  
Chicago, Illinois 60606  
Attention: Legal Department

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

## SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DHED or the Commissioner, or any matter is to be to the City's, DHED's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DHED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DHED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that nothing contained in this Section 18.15 shall be deemed to require the City's consent to the assignment of the City Note to a lender whose financing of the project was contingent upon such assignment. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.20 (Affordable Housing Covenant) and 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer 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 any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto 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.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ZAPATA APARTMENTS LIMITED PARTNERSHIP,  
An Illinois limited partnership

By: BRC Affiliate, Inc., an Illinois not-for-profit corporation and its sole General Partner

By:   
Jay Arguete ✓  
Its: Secretary + Treasurer

BICKERDIKE REDEVELOPMENT CORPORATION,  
An Illinois not-for-profit corporation

By:   
Jay Arguete ✓  
Its: Executive Director

CITY OF CHICAGO

By: \_\_\_\_\_  
Andrew J. Mooney, Commissioner  
Department of Housing and Economic Development

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

ZAPATA APARTMENTS LIMITED PARTNERSHIP,  
An Illinois limited partnership

By: BRC Affiliate, Inc., an Illinois not-for-profit  
corporation and its sole General Partner

By: \_\_\_\_\_

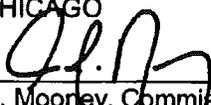
Its: \_\_\_\_\_

BICKERDIKE REDEVELOPMENT CORPORATION,  
An Illinois not-for-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF CHICAGO

By:  \_\_\_\_\_

Andrew J. Moorley, Commissioner  
Department of Housing and Economic Development









EXHIBIT A  
REDEVELOPMENT AREA

See attached

*Appendix B.*

(To Amendment Number 1 To Fullerton/Milwaukee Tax Increment  
Financing Redevelopment Plan And Project)

*Legal Description For Fullerton/Milwaukee T.I.F. District.***Parcel 1:**

That part of Sections 22, 23, 25, 26, 27, 35 and 36, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley, extended west (south of West Belmont Avenue); thence eastward along said centerline of vacated alley 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence eastward 126.1 feet, more or less to the northeast corner of said Lot 11; thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of North Avers Avenue; thence northeasterly along the northwesterly line of said North Avers Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line of said North Milwaukee Avenue to the northwesterly line of North Hamlin Avenue; thence southwesterly along the northwesterly line of said North Hamlin Avenue to the southwesterly line of a 16 foot wide aforesaid public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along the southwesterly line of a 16 foot wide public alley to the northwesterly line of another 16 foot wide public alley (southeasterly of North Ridgeway Avenue) said point also being the most easterly corner of Lot 10 in John B. Dawson's Subdivision in the east half of the northwest quarter of said Section 26; thence southwesterly along said northwesterly line of a 16 foot wide public alley to the southwesterly line of West Oakdale Avenue, said point also being the most easterly corner of Lot 22 of aforesaid John B. Dawson's Subdivision; thence southeasterly along the southwesterly line of said West Oakdale Avenue to the northeast corner of Lot 57 in aforesaid John B.

Dawson's Subdivision; thence eastward along the south line of said West Oakdale Avenue to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line (extended west) of a 16 foot public alley south of North Milwaukee Avenue; thence eastward across said North Central Park Avenue along the said extended line to the northwest corner of Lot 47 of Block 1 in Wm. E. Hatterman's Milwaukee Avenue Subdivision in the west half of the northeast quarter of said Section 26; thence eastward along the north line of said Lot 47, 103.65 feet to the northeast corner of said Lot 47; thence southeasterly along the northeasterly line of said Lot 47, 27.1 feet to a bend point in the east line of said Lot 47; thence southward along the east lines of Lots 43, 44, 45, 46 and 47 in Block 1 of said Wm. E. Hatterman's Milwaukee Avenue Subdivision to the north line of Lot 17 extended west in aforesaid Block 1; thence eastward along the said north line of Lot 17 of Block 1, 120.8 feet; thence southeasterly along the northeasterly line of aforesaid Lot 17, 19.2 feet, more or less, to the west line of North Drake Avenue; thence continuing southeasterly along the prolongation of last described course across said North Drake Avenue to the east line of said North Drake Avenue; thence southward along the east line of said North Drake Avenue to the northwest corner of Lot 28 of Block 2 in said Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence eastward along said north line of Lot 28, 76.1 feet; thence southeasterly along the northeasterly lines of Lots 27 and 28 of said Block 2 to the southeast corner of said Lot 27; thence continuing southeasterly along the prolongation of the last described course, said prolongation also being the northeasterly lines of Lots 19 and 20 of said Block 2 to the northeast corner of said Lot 19 of Block 2; thence southward along the east line of said Lot 19 extended south to the south line of West Wolfram Street; thence eastward along said south line of West Wolfram Street to the southwesterly line of a 16 foot wide public alley (southwesterly of North Milwaukee Avenue); thence southeasterly along said southwesterly line of 16 foot wide public alley to the west line of said public alley; thence southward along the west line of said 16 foot wide public alley to the south line of another 16 foot wide public alley north of West Diversey Avenue; thence eastward along the south line of said 16 foot wide public alley to the northeast corner of Lot 27 in Block 3 in aforesaid Wm. E. Hatterman's Milwaukee Avenue Subdivision; thence southward along the east line (extended south) of said Lot 27 in Block 3 to the south line of West Diversey Avenue; thence eastward along the south line of said West Diversey Avenue to the west line of a 14 foot wide public alley (east of North St. Louis Avenue) in the east half of the west half of the southeast quarter of aforementioned Section 26; thence southward along the west line of said 14 foot public alley to the north line extended west of Lot 36 of Block 1 of Story's Milwaukee Avenue Subdivision of the northeast 15 acres of the west half of the southeast quarter of said Section 26; thence eastward along north lines of Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 of Block 1 of said Story's Milwaukee Avenue Subdivision to the east line of another 14 foot wide

public alley west of North Kimball Avenue; thence northward along the east line of said 14 foot wide public alley to the northwest corner of Lot 6 of said Block 1 of Story's Milwaukee Avenue Subdivision; thence eastward along the north line of said Lot 6 to the west line of North Kimball Avenue said point also being the northeast corner of said Lot 6 of Block 1 in Story's Milwaukee Avenue Subdivision; thence southward along the west line of said North Kimball Avenue to the northeasterly line of Lot 17 extended northwesterly in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence southeasterly along said extended northeasterly line of Lot 17 to the most northern corner of said Lot 17, said northeasterly line of Lot 17 also being the southwesterly line of a 16 foot wide public alley; thence southeasterly along the southwesterly line of said 16 foot wide public alley extended southeasterly to the northeast corner of Lot 39 in Garrett's Third Logan Square Subdivision of part of Lot 2 in Garrett's Subdivision; thence easterly across North Spaulding Avenue to the southwesterly corner of Lot 2 in Garrett's Subdivision of part of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of said Lot 2 to the north line of Lot 1 in Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision, said point is 120.40 feet east of the northwest corner of Said Lot 1; thence eastward along the north line of said Lot 1 to the west line of North Sawyer Avenue; thence southward along the west line of said North Sawyer Avenue to the south line of the north 5 feet of Lot 5 in aforesaid Garrett's Subdivision of Lot 1 and the north 20 feet of Lot 2 in Hitt and Others' Subdivision; thence eastward across said North Sawyer Avenue to the most northern corner of Lot 23 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence southeasterly along the southwesterly line of a 16 foot wide alley southwesterly of North Milwaukee Avenue to the east line of Lot 4 in the resubdivision of Lots 28 to 30 of Block 3 in Hitt and Others' Subdivision; thence southward along the east line of said Lot 4 extended south to the north line of Lot 1 in Himes and Frank's Resubdivision of Lots 31 and 32 of Block 3 in Hitt and Others' Subdivision; thence eastward along the north line of said Lot 1 to the northeast corner of said Lot 1; thence southward along the east lines of Lots 1, 2, 3, 4, 5 and 6 in aforesaid Himes and Frank's Resubdivision to the southeast corner of said Lot 6; thence continuing southward across West Wrightwood Avenue to the northeast corner of Lot 1 in Kittner's Subdivision of the north half of Lot 1 of Block 6 in Hitt and Others' Subdivision; thence southward along the east lines of Lots 1, 2 and 3 in said Kittner's Subdivision to the southeast corner of said Lot 3 of Kittner's Subdivision; thence continuing southward along the east lines of Lots 1, 2 and 3 in the subdivision of the south half of Lot 1 of Block 6 in Hitt and Others' Subdivision to the south line of the north 5 feet of said Lot 3; thence eastward along the said south line of north 5 feet (extended east) of said Lot 3 to the west line of North Kedzie Avenue, said point being 125 feet west of the east line of the

southeast quarter of said Section 26; thence eastward across the 250 feet wide said North Kedzie Avenue to the northwest corner of Lot 13 of Block 2 in subdivision of Lots 4 and 6 in County Clerk's Division according to the plat thereof recorded July 7, 1885 as Document Number 637899; thence south along the east line of North Kedzie Avenue to the south line of a public alley north of West Linden Place; thence eastward along the south line of said public alley to a bend point; thence continuing southeasterly along and by following the southwesterly line of said public alley to the most easterly corner of Lot 38 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence southwesterly along the southeasterly line of said Lot 38 to the northeasterly line of North Linden Place; thence southeasterly along the northeasterly line of said North Linden Place to the most southern corner of Lot 50 of Block 1 in said subdivision of Lots 4 and 6 in County Clerk's Division; thence northeasterly along the southeasterly line of said Lot 50 to the north line of West Linden Place; thence eastward along the north line of said West Linden Place to the west line of North Sacramento Avenue; thence north along the west line of said North Sacramento Avenue to the southwesterly line of North Milwaukee Avenue; thence southeasterly along the southwesterly line extended southeasterly of said North Milwaukee Avenue to the north line of West Fullerton Avenue, said point also being the most eastern corner of Lot 17 in the subdivision of Block 6 in George A. Seavern's Subdivision according to the plat thereof recorded July 23, 1889 as Document Number 1132552; thence westward along the north line of said West Fullerton Avenue to the east line of North Sacramento Avenue; thence continuing westward across said North Sacramento Avenue to the southeast corner of Lot 37 of Block 2 in Ingham's Subdivision according to the plat thereof recorded March 19, 1873 as Document Number 88703; thence continuing westward along the north line of West Fullerton Avenue to the most southern corner of Lot 1 in Carrie B. Gilbert's Subdivision according to the plat thereof recorded April 4, 1906 as Document Number 3841277; thence westward across North Albany Avenue to the southeast corner of Lot 40 of Block 5 in the subdivision of Lots 4 and 6 in County Clerk's Division, recorded July 7, 1885 as Document Number 637899, said point also being on the north line of West Fullerton Avenue; thence westward along the north line of said West Fullerton Avenue to the southwest corner of Lot 24 of Block 5 in aforesaid subdivision of Lots 4 and 6 in County Clerk's Division; thence westward across said North Kedzie Avenue to the southeast corner of Lot 23 of Block 7 in Hit and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26; thence westward along the south line of said Lot 23 to the southwest corner of said Lot 23, said southwest corner is also on the east line of 20 feet wide public alley west of North Kedzie Avenue; thence northward along the east line of said 20 feet wide public alley to the north line (extended east) of another 16 feet wide public alley north of West Fullerton Avenue; thence westward along the north line extended west of said 16 foot wide public alley to the west line of North Sawyer Avenue; thence southward along the

west line of said North Sawyer Avenue to the southeast corner of Lot 2 in J. Fuerman's Subdivision of Lots 16 to 22 of Block 8 in Hitt and Others' Subdivision; thence westward along the south line of said Lot 2, 111.5 feet to a bend point in the south line of said Lot 2; thence northwesterly along the southerly line of said Lot 2 to the southeast corner of Lot 1 in aforesaid J. Fuerman's Subdivision; thence westward along the south line of said Lot 1 extended west to the west line of 16 foot wide public alley, west of North Sawyer Avenue; thence southward along the west line of said 16 foot wide public alley to the southeast corner of Lot 137 in Dezen's Logan Square Subdivision of Lot 3 in Gartett's Subdivision; thence westward along the south line of said Lot 137 to the southwest corner of said Lot 137; thence westward across North Spaulding Avenue to the southeast corner of Lot 66 in aforesaid Dezen's Logan Square Subdivision; thence westward along the south line of said Lot 66 to the southwest corner of said Lot 66; thence continuing westward across the 16 foot wide public alley west of North Spaulding Avenue to the southeast corner of Lot 53 in aforesaid Dezen's Logan Square Subdivision; thence continuing westward along the south line of said lot (extended west) to the west line of North Kimball Avenue; thence southward along the west line of said North Kimball Avenue to the north line of West Fullerton Avenue; thence continuing southward across West Fullerton Avenue to the northeast corner of Lot 1 of Block 1 in Allport's Subdivision according to the plat thereof recorded on page 185 in Book 7; thence southward along the west line of said North Kimball Avenue to the south line (extended west) of a 16 foot wide public alley (south of West Fullerton Avenue and on the east side of said North Kimball Avenue); thence eastward along the south line (extended east and west) of said 16 feet wide public alley to the east line of another 16 foot wide public alley west of North Kedzie Avenue; thence northward along said east line of 16 foot wide public alley to the northwest corner of Lot 3 of Block 1 in C. N. Shipman, W. A. Bill and N. A. Merrill's Subdivision of the east half of the northeast quarter of said Section 35; thence eastward along the north line of said Lot 3 to the northeast corner of said Lot 3; thence continuing eastward across North Kedzie Avenue to the northwest corner of Lot 6 of Block 1 in Blanchard's Subdivision of that part of the north 22 rods of the northwest quarter of said Section 36; thence eastward along the north line of said Lot 6 to the west line of a 16 foot wide public alley east of said North Kedzie Avenue, said point also being the northeast corner of said Lot 6; thence southward along the west line (extended south) of said 16 foot wide public alley to the south line of West Belden Avenue; thence eastward along the south line of said West Belden Avenue to the east line extended south of North Albany Avenue; thence northward along said (extended south) east line of North Albany Avenue to the south line of a 16 foot wide public alley south of West Fullerton Avenue; thence eastward along the south line of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of North Sacramento Avenue; thence northward along the east line of said 16 foot wide public alley to the north line of the south 11.00 feet of Lot 6 in Block 2 in

aforesaid Blanchard's Subdivision; thence eastward along said north line of the south 11.00 feet of Lot 6 to the east line of said Lot 6; thence continuing eastward across said North Sacramento Avenue to the northwest corner of Lot 7 in Block 3 in the subdivision of Lots 13 and 14 in John McGovern's Subdivision according to the plat thereof recorded August 24, 1872 as Document Number 51791; thence eastward along the north line of said Lot 7 in Block 3 to the northeast corner of said Lot 7 in Block 3, said point is also on the west line of 16 foot wide public alley east of North Sacramento Avenue; thence southward along the west line of said 16 foot wide public alley extended south to the south line of West Medill Avenue; thence eastward along the south line of said West Medill Avenue to the southwesterly right-of-way line of Chicago Transit Authority Railroad, southwesterly of North Milwaukee Avenue; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority Railroad to the north line of West Belden Avenue; thence southward across said West Belden Avenue to the northwest corner of Lot 5 in M. Moore's Subdivision of Lot 19 in John McGovern's Subdivision according to the plat thereof recorded October 22, 1886 as Document Number 765587; thence southward along the west line of said Lot 5 to the southwest corner of said Lot 5; thence eastward along the south lines of Lots 5, 4, 3, 2 and 1 in aforesaid M. Moore's Subdivision to the southeast corner of Lot 1 in said M. Moore's Subdivision; thence southward along the east line (extended south) of said Lot 1 in M. Moore's Subdivision to the north line of Lot 28 of Block 1 in J. Johnston, Jr.'s Subdivision according to the plat thereof recorded November 28, 1881 as Document Number 361265; thence eastward along the north lines of Lots 28, 29, 30, 31, 32, 33 and 34 of Block 1 in said J. Johnston, Jr.'s Subdivision to the southwesterly right-of-way line of aforesaid Chicago Transit Authority railroad; thence southeasterly along the southwesterly right-of-way line of said Chicago Transit Authority railroad to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line (extended north) of the west 0.11 feet of Lot 33 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line of the west 0.11 feet of said Lot 33 of Block 2 to the north line of 16 foot wide public alley south of West Lyndale Street; thence continuing southward across said 16 foot wide public alley to the northeast corner of Lot 50 of Block 2 in aforesaid J. Johnston, Jr.'s Subdivision; thence southward along the east line (extended south) of said Lot 50 of Block 2 to the south line of West Palmer Street; thence eastward along the south line (extended east) of said West Palmer Street to the east line of 66 foot wide North California Avenue; thence northward along the east line of said North California Avenue to the southwesterly right-of-way line of Chicago Transit Authority railroad, southwesterly of North Milwaukee Avenue; thence southeasterly by following the Southwesterly right-of-way line of said Chicago Transit Authority railroad to the southeasterly line of Lot 138 in White and Cole's Resubdivision of Block 1 of S. Stave's Subdivision recorded in Book 173, page 18; thence southwesterly along the southeasterly line of said Lot 138 to the northeasterly line of North Bingham Street, said point is also the most

southern corner of said Lot 138; thence northwesterly along the northeasterly line of said North Bingham Street to the most southern corner of Lot 107 in said White and Cole's Resubdivision; thence southwesterly across said North Bingham Street to the most eastern corner of Lot 106 in said White and Cole's Resubdivision; thence continuing southwesterly along the southeasterly line of said Lot 106 to the northeasterly line of North Stave Street, said point is also the most southern corner of said Lot 106; thence northwesterly along the northeasterly line of said North Stave Street to the south line (extended east) of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the south line (extended east) of said public alley across said North Stave Street to the southeasterly line of Lot 12 in Gray and Adam's Subdivision of Lots 1 to 9 and 28 to 30 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded August 5, 1881 as Document Number 342922; thence northeasterly along the southeasterly line of said Lot 12 to the most eastern corner of said Lot 12; thence northwesterly along the northeasterly line of said Lot 12 to the most northern corner of said Lot 12, said corner is also the most eastern corner of Lot 27 of Block 4 in S. Stave's Subdivision according to the plat thereof recorded in Book 85, page 19; thence continuing northwesterly along the northeasterly lines of Lots 27, 26, 25, 24, 23, 22, 21, 20 and 19 of Block 4 in said S. Stave's Subdivision to the southeasterly line of West Frances Place, said point also being the most northern corner of said Lot 19; thence southwesterly along the southeasterly line (extended southwesterly) of said West Frances Place to the southwesterly line of North Point Street; thence southeasterly along the southwesterly line of North Point Street to the most eastern corner of Lot 20 of Block 7 in aforesaid Attrill's Subdivision, said point is also being on the north line of a public alley north of West Armitage Avenue; thence westward along the north line of said public alley to the most southerly corner of Lot 24 of Block 7 in aforesaid Attrill's Subdivision; thence northwesterly along the southwesterly line of said Lot 24 of Block 7 to the most western corner of said Lot 24, said corner is also being on the southeasterly line of Lot 35 of Block 5 in aforementioned W. O. Cole's Subdivision; thence southwesterly along the southeasterly lines of Lots 35, 34, and 33 to the most southern corner of said Lot 33 of Block 5; thence northwesterly along the southwesterly line (extended northwesterly across West Frances Place) to the north line of said West Frances Place; thence westward along the south line of said West Frances Place to the east line of North California Avenue; thence northward along the east line of said North California Avenue to the south line (extended east) of West McLean Avenue; thence westward along the south line of said West McLean Avenue to the west line of a 13 foot wide public alley (east of North Mozart Street); thence southward along the west line of said public alley 150 feet to the north line of another public alley; thence westward along north line of said public alley to the east line of North Mozart Street; thence westward across said North Mozart Street to the southeast corner of Lot 1 of Block 11 in Hoeps and Kert's Resubdivision of Blocks 8 and 11 in the town of Schleswig, according to the plat thereof recorded July 25, 1890 as Document Number

1307724, said corner is also being on the north line of a 17 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 17 foot wide public alley to the west line of another 16 foot wide public alley, east of North Humboldt Boulevard; thence southward along the west line of said 16 foot wide public alley to the north line of another 16 foot wide public alley, north of West Armitage Avenue; thence westward along the north line of said 16 foot wide public alley to the southwest corner of Lot 31 in Parkway Addition, a resubdivision of Lots 5 to 10, inclusive, in each of Blocks 4, 9 and 10 in the town of Schleswig and the vacated alleys and one-half of a street adjacent to said lots, et cetera, in the east half of the northwest quarter of said Section 36; thence northward along the west line of Lots 31, 30 and 29 in aforesaid Parkway Addition to the northwest corner of said Lot 29 in said Parkway Addition; thence westward across said North Humboldt Boulevard to a point of intersection of the west line of said North Humboldt Boulevard with the south line of the north half of Lot 40 in Palmer Place Addition, a subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the said south line extended west of the north half of Lot 40 to the west line of a 16 foot wide public alley east of North Whipple Street; thence southward along the west line of said public alley to the southeast corner of Lot 54 in aforesaid Palmer Place Addition; thence westward along the south line of said Lot 54 to the southwest corner of said Lot 54; thence northward along the west line of said Lot 54 to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along said north line extended east and west of 916 foot wide public alley to the west line of North Albany Avenue; thence southward along the west line of said North Albany Avenue to the centerline of a vacated alley north of West Armitage Avenue, according to the plat of vacation thereof recorded as Document Number 20127605; thence westward along the centerline of said vacated alley to a line 129.667 feet west of and parallel with the west line of said North Albany Avenue; thence northward along said parallel line to the south line of Lot 16 of Block 3 in Clarkson's Subdivision of part of the southwest quarter of the northwest quarter of said Section 36; thence westward along the south line of said Lot 16 extended west to the centerline of a 16 foot wide vacated alley east of North Kedzie Avenue; thence northward along the centerline extended north of said vacated alley to the south line extended east of Lot 19 in the plat of the west 10 acres of the west 30 acres of the south 91.7 acres of the northwest quarter of said Section 36; thence westward along said south line extended east of Lot 19 to the southwest corner of said Lot 19; thence continuing westward across North Kedzie Avenue to the northeast corner of Lot 4 of Block 1 in Ovitt's Resubdivision of Block 12 of Shipman, Bili and Merrill's Subdivision in the east half of the northeast quarter of said Section 35; thence southward along the east line of Lots 4, 5 and 6 of said Block 1 to the southeast corner of said Lot 6; thence westward along the south line of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west line of said Lot 6 to the north line extended east of a 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line extended

east and west of said 14 foot wide public alley to the west line of another 14 foot wide public alley east of North Sawyer Avenue; thence southward along the said west line of a 14 foot wide public alley to the north line of another 14 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 14 foot wide public alley to the east line of North Sawyer Avenue; thence northward along the east line of said North Sawyer Avenue to the north line extended east of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended east) of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence southward along the west line of said North Spaulding Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of said Armitage Avenue; thence westward along the north line (extended west) of said public alley to the west line of North Kimball Avenue; thence south along the west line of said North Kimball Avenue to the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line of said 16 foot wide alley to the east line of North St. Louis Avenue; thence westward across North St. Louis Avenue to the southeast corner of Lot 61 in the subdivision of the south quarter of the west one-third of the northeast quarter of said Section 35, said point also is on the north line of a 16 foot wide public alley north of West Armitage Avenue; thence westward along the north line (extended west) of said 16 foot wide public alley to the west line of North Drake Avenue; thence southward along the west line of said North Drake Avenue to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the north line of West Mclean Avenue; thence westward along the north line of said West Mclean Avenue to the west line (extended north) of the east 9 feet of Lot 58 of Block 8 in Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision in the east half of the northwest quarter of said Section 35; thence southward along the said west line (extended north) of the said east 9 feet to the north line of a 16 foot wide vacated public alley north of said West Armitage Avenue; thence westward along the north line of said public alley to the east line extended north of Lot 90 of Block 7 in said Jackson's Subdivision; thence southward along the east of said Lot 90 to the north line of West Armitage Avenue; thence westward along the north line of said West Armitage Avenue to the west line (extended north) of North Ridgeway Avenue; thence southward across West Armitage Avenue along the west line of said North Ridgeway Avenue extended north to the south line of a 16 foot wide public alley south of said West Armitage Avenue; thence eastward along said south line extended east to the west line of North Lawndale Avenue; thence eastward across said North Lawndale Avenue to the northwest corner of Lot 12 of Block 2 in S. Delamater's Subdivision according to the plat thereof recorded August 1, 1885 as Document Number 643538, said point is also on the south line of a 16 foot wide public alley; thence eastward

along the south line of said 16 foot wide public alley to the west line of North Central Park Avenue; thence southward along the west line of said North Central Park Avenue to the south line extended west of a 16 foot wide public alley south of West Armitage Avenue; thence continuing eastward along the south line extended west of said 16 foot wide public alley to the west line of North Kimball Avenue; thence eastward across said North Kimball Avenue to the northwest corner of Lot 16 in Winkelman's Subdivision of Block 3 of E. Simon's Subdivision according to the plat thereof recorded on February 15, 1899 as Document Number 2785137, said point is also on the south line of a 16 foot wide public alley; thence eastward along the south line of said 16 foot wide public alley to the west line of North Spaulding Avenue; thence eastward across said North Spaulding Avenue to the northwest corner of Lot 16 of Block 2 in Winkelman's Subdivision of part of Blocks 2 and 11 of E. Simon's Subdivision according to the plat thereof recorded September 5, 1888 as Document Number 1000737, said point is also on the south line of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Kedzie Avenue; thence eastward across said North Kedzie Avenue to the northwest corner of Lot 16 of Block 1 in Nils F. Olson's Subdivision according to the plat thereof recorded January 14, 1887 as Document Number 790005, said corner is also on the south line of a 14 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 14 foot wide public alley to the northeast corner of Lot 6 of Block 1 in S. Delamater's Subdivision according to the plat thereof recorded on February 5, 1884 as Document Number 523563; thence southward along the east line of said Lot 6 to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said 16 foot wide public alley to the west line of North Whipple Street; thence eastward across North Whipple Street to the northwest corner of Lot 42 of Block 1 in Alva Trowbridge and Others' Subdivision according to the plat thereof recorded August 1, 1872 as Document Number 51139; thence eastward along the north line of said Lot 42 of Block 1 to the northeast corner of said Lot 42; thence eastward to the northwest corner of Lot 7 of Block 1 in said Alva Trowbridge and Others' Subdivision; thence eastward along the north line of said Lot 7 of Block 1 to its northeast corner; thence eastward across North Humboldt Boulevard along the north line extended east of said Lot 7 to the east line of said North Humboldt Boulevard; thence northward along the east line of said North Humboldt Boulevard to the south line of Lot 24 of Block 4 in Hansbrough and Hess Subdivision of the east half of the southwest quarter of said Section 36; thence eastward along the south line of said Lot 24 to its southeast corner; thence continuing eastward across the 14 foot wide public alley to the southwest corner of Lot 1 of Block 4 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 1 of Block 4 to its southeast corner, said corner is also on the west line of North Richmond Street; thence southward along the west line of said North Richmond Street to the north line (extended west) of Lot 22 of Block 3 in said Hansbrough and Hess

Subdivision; thence eastward along said north line extended west to the northeast corner of said Lot 22 of Block 3; thence continuing eastward along said north line (extended east) to the east line of a 14 foot wide public alley west of North Francisco Avenue; thence northward along the east line of said alley to the north line of the south half of Lot 2 of Block 3 in said Hansbrough and Hess Subdivision; thence eastward along the said north line of the south half of Lot 2 of Block 3 to the west line of North Francisco Avenue; thence continuing east along said north line (extended east) of the south half of Lot 2 to the west line of a 14 foot wide public alley east of North Francisco Avenue; thence southward along the west line of said 14 feet wide public alley to the most north line (extended west) of Lot 3 of Block 2 in said Hansbrough and Hess Subdivision; thence eastward along the said most north line extended west to the northwest corner of said Lot 3 of Block 2; thence eastward along said most north line 25.05 feet; thence southward along a line parallel to North Mozart Street 4.5 feet; thence eastward along the north line (extended east) of said Lot 3 of Block 2 to the east line of North Mozart Street; thence northward along the east line of said North Mozart Street to the southwest corner of Lot 24 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along the south line of said Lot 24 of Block 1 to the west line of a 14 foot wide public alley west of North California Avenue; thence southward along the west line of said 14 foot wide public alley to the north line (extended west) of the south half of Lot 3 of Block 1 in said Hansbrough and Hess Subdivision; thence eastward along said north line (extended west) of the south half of Lot 3 of Block 1 to the west line of North California Avenue; thence eastward across said North California Avenue to the northwest corner of Lot 11 of Block 2 in Edgar M. Snow and Company's Subdivision according to the plat thereof recorded on March 23, 1901 as Document Number 3077922, said corner also lies on the south line of a 16 foot wide alley south of West Armitage Avenue; thence eastward along the south line (extended east) of said 16 foot wide public alley to the east line of North Fairfield Avenue; thence northward along the east line of said North Fairfield Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line of North Washtenaw Avenue; thence southward along the west line of said North Washtenaw Avenue to the south line (extended west) of a 16 foot wide public alley south of West Armitage Avenue; thence eastward along the south line of said public alley to the west line of North Rockwell Street; thence southward along the west line of said North Rockwell Street to the south line of West Homer Street; thence eastward along the south line (extended east) of said West Homer Street to the northeast corner of Lot 7 in the subdivision of Lots 11 to 25 of Subblock 2 of B. F. Jacobs Subdivision; thence southward along the east line extended south of said Lot 7 to the south line of a 16 foot wide public alley south of West Homer Street; thence eastward along the south line of said 16 foot public alley to the northeast corner of Lot 41 in B. F. Jacobs Subdivision of Block 2 of Johnston's Subdivision; thence southward along the east line of said Lot 41 to the north line of West Cortland Street; thence eastward along the north line of said

West Cortland Street to the east line of the west 72 feet of Lot 67 in Johnston's Subdivision of Block 1 of Johnston's Subdivision in the east half of the southeast quarter of said Section 36; thence northward along said east line of the west 72 feet extended north to the north line of a 16 foot wide public alley north of West Cortland Street; thence westward along the north line of said 16 foot wide public alley to the east line of North Campbell Avenue; thence northward along the east of said North Campbell Avenue and across West Homer Street to the north line of said West Homer Street; thence westward along the north line extended east/west of said West Homer Street to a line 167 feet west of and parallel with the west line of said North Campbell Avenue; thence northward along said parallel line a distance of 53 feet; thence eastward along a line 53 feet north of and parallel with the north line 66 feet wide of said West Homer Street, 167 feet to the west line of said North Campbell Avenue; thence northward along the west line of said North Campbell Avenue to the south line (extended west) of Lot 16 in Johnston's Subdivision of Block 1 of Johnston's Subdivision according to the plat thereof recorded on July 18, 1881 as Document Number 338117; thence eastward along said south line (extended west) to the southwest corner of said Lot 16; thence eastward along the south lines of Lots 16, 15, 14, 13 and 12 in said Johnston's Subdivision to the southeast corner of said Lot 12; thence in a northeasterly direction to the southeast corner of Lot 1 in P. Bandow's Resubdivision of Lots 3, 4 and the northwest half of Lot 5 in Block 1 of Johnston's Subdivision, according to the plat thereof recorded on April 16, 1885 as Document Number 6168851, said corner also lies on the northeasterly line of a 10 foot wide public alley; thence southeasterly along the northeasterly line (extended southeasterly) of said 10 foot wide public alley to the south line of aforesaid West Homer Street; thence eastward along the south line of said West Homer Street to the west line of North Western Avenue as widened, said point is also 50 feet west of the east line of the east half of the southeast quarter of said Section 36; thence northward along the west line of said North Western Avenue to the northeast line of 66 foot wide North Milwaukee Avenue; thence northwesterly along northeasterly line of said North Milwaukee Avenue to the south line of West Armitage Avenue; thence eastward along the south line of said West Armitage Avenue to the west line (extended south) of Lot 36 in Powell's Subdivision of Lot 8 in Circuit Court Partition according to the plat thereof recorded on September 5, 1884 as Document Number 572044; thence northward across West Armitage Avenue to the southwest corner of said Lot 36; thence northward along said west line of said Lot 36 and along the east line of a 14 foot wide public alley to the north line (extended east) of another 14 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east and west) of said 14 foot wide public alley to the east line (extended south) of another 14 foot wide public alley east of North Campbell Avenue; thence northward along the east line (extended south) of said 14 foot wide public alley to the north line (extended east) of a 9 foot wide public alley south of West McLean Avenue; thence westward along the north line (extended east) of said 9 foot wide public alley to the east

line of North Campbell Avenue; thence northward along the east line of said North Campbell Avenue to the south line (extended east) of Lot 6 in Owner's Subdivision according to the plat recorded November 24, 1913 as Document Number 5311027; thence westward across said North Campbell Avenue along the south line (extended east) of said Lot 6 to the southwest corner of said Lot 6; thence northward along the west lines of Lots 6, 5, 4 and 3 in said Owner's Subdivision to the northwest corner of said Lot 3; thence northeasterly along the westerly lines of Lots 2 and 1 in said Owner's Subdivision to the northwest corner of said Lot 1; thence northward along the west line of Lot 104 in V. Wood Subdivision, according to the plat thereof recorded May 10, 1877 as Document Number 134226 to the north line (extended east) of a 16 foot wide public alley south of West Charleston Street; thence westward along the north line (extended east) of said 16 foot wide public alley to the southwest corner of Lot 56 in said V. Wood's Subdivision; thence northward along the west line (extended north) of said Lot 56 to the north line of West Charleston Street; thence west along the north line of said West Charleston Street to the east line of North Maplewood Avenue; thence southwesterly across said North Maplewood Avenue to the southwest corner of Lot 18 in said V. Wood's Subdivision; thence westward along the south line of said Lot 18 to the southwest corner of said Lot 18; thence northward along the west lines of Lots 17, 16, 15, 14, 13 and 12 in said V. Wood's Subdivision to a line 7 feet south of and parallel with the south line (extended east) of Lot 15 in Herman Papsien's Subdivision according to the plat thereof recorded December 17, 1900 as Document Number 3044716; thence westward along said parallel line 10 feet; thence northward 7 feet to the southeast corner of said Lot 15; thence westward along the south line of said Lot 15 to the southwest corner of said Lot 15; thence northward along the lines of Lots 15, 14, 13, 12 and 11 in said Herman Papsien's Subdivision to the northwest corner of said Lot 11; thence continuing northward along the west line (extended north) of said Lot 11 to the southwest corner of Lot 10 in said Herman Papsien's Subdivision; thence westward along the south line (extended west) of said Lot 10 to the southeast corner of Lot 13 in James M. Allen's Subdivision according to the plat thereof recorded April 11, 1882 as Document Number 386837; thence westward along the south line of said Lot 13 to the southwest corner of said Lot 13, said corner is also on the east line of North Rockwell Street; thence southward along the east line of said North Rockwell Street to the southwesterly line (extended southeasterly) of Lot 2 in Powell's Subdivision according to the plat thereof recorded on page 93 of Book 6; thence northwesterly across said North Rockwell Street along said southwesterly line (extended southeasterly) of said Lot 2 to the most southern corner of said Lot 2; thence northwesterly along the southwesterly lines (extended northwesterly) of Lots 2 and 1 in said Powell's Subdivision to the south line of Lot 11 in Gray's Subdivision according to the plat thereof recorded on page 55 of Book 85; thence westward along the south line of said Lot 11 to the southwest corner of said Lot 11, said corner lies on the east line of North Talman Avenue; thence northward along the east line of said North Talman

Avenue to the southwesterly line (extended southeasterly) of Lot 32 of Block 4 in C. E. Woosley's Subdivision according to the plat thereof recorded on May 23, 1881 on page 5 of Book 16; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 32 of Block 4 to the most southern corner of said Lot 32, said corner also lies on the northeasterly line of a 20 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 20 foot wide public alley to the east line of another 14 foot wide public alley west of said North Talman Avenue; thence northward along the east line (extended north) of said 14 foot wide public alley to the north line of West Lyndale Street; thence westward along the north line of said West Lyndale Street to the east line of North Washtenaw Avenue; thence northward along the east line of said North Washtenaw Avenue to the north line of West Belden Avenue; thence westward along the north line (extended west) of said West Belden Avenue to a bend point which lies on the southeasterly line of Lot 23 of Block 2 in Snowhook's Subdivision according to the plat thereof recorded August 22, 1884 as Document Number 569245; thence southwesterly along the northwesterly line of said West Belden Avenue, said line also is the southeasterly lines of Lots 23 and 24 of Block 2 in said Snowhook's Subdivision to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line extended northwesterly of said North Milwaukee Avenue to the west line of North California Avenue; thence northward along the west line of said North California Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly following along the northeasterly, east, northeasterly, north, northeasterly and east line of said 16 foot wide public alley to the south line of West Fullerton Avenue, said point also being the northwest corner of Lot 14 of Block 4 in Snowhook's Subdivision; thence westward along the south line of said West Fullerton Avenue to the east line (extended south) of North Francisco Avenue; thence northward across said West Fullerton Avenue along the east line (extended south) of said North Francisco Avenue to the north line of a 16 foot wide public alley north of said West Fullerton Avenue; thence westward across said North Francisco Avenue along the north line (extended west) of said 16 foot wide public alley to the southeast corner of Lot 27 of Block 7 in George A. Seavern's Subdivision according to the plat thereof recorded May 10, 1886 as Document Number 716003; thence westward along the south line of said Lot 27 of Block 7 to the southwest corner of said Lot 27 of Block 7, said corner also lies on the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the southwest corner of Lot 11 of said Block 7; thence continuing northwesterly to the most southern corner of Lot 15 of Block 5 in said George A. Seavern's Subdivision; thence continuing northwesterly along the southwesterly lines of Lots 15, 16, 17 and 18 of said Block 5 to a line 8 feet south of and parallel with the south line of Lot 4 of Block 5 in said George A. Seavern's Subdivision; thence westward along said parallel line to the east line of Lot 1 in resubdivision of Lots 5 and 6 of Block 5 in said George A.

Seavern's Subdivision; thence northward along the east line of said Lot 1 to the northeast corner of said Lot 1; thence westward along the north line of said Lot 1 to the east line of North Sacramento Avenue; thence northward along the east line of said North Sacramento Avenue to the northwest corner of Lot 1 of Block 5 in aforesaid George A. Seavern's Subdivision; thence in a northwesterly direction across said North Sacramento Avenue to the most southern corner of Lot 1 of Block 2 in Storey and Alien's Milwaukee Avenue Addition to Chicago according to the plat thereof recorded February 9, 1872 as Document Number 12639; thence northwesterly along the southwesterly lines of Lots 1 and 3 of said Block 2 to the most westerly corner of said Lot 3; thence northeasterly along the northwesterly line (extended northeasterly) of said Lot 3 of Block 2 to the northeasterly line (extended southeasterly) of North Willetts Court; thence northwesterly along the northeasterly line (extended southeasterly) of said North Willetts Court to the southeasterly line of Lot 1 in Logan Square Addition to Chicago according to the plat thereof recorded November 10, 1881 as Document Number 358316; thence southwesterly along the southeasterly lines of Lots 1 and 2 in said Logan Square Addition to Chicago to the southeast corner of Lot 3 in said Logan Square Addition to Chicago; thence westward along the south line of said Lot 3 to the southwest corner of said Lot 3; thence southwesterly along the southeasterly line of Lot 4 in said Logan Square Addition to Chicago to the southwest corner of said Lot 4; thence westward along the south lines of Lots 5, 6, 7, 8, 9, 10 and 11 to the southwest corner of said Lot 11; thence northwesterly along the southwesterly lines of Lots 12, 13 and 14 in said Logan Square Addition to Chicago to the southwest corner of said Lot 14; thence northward along the west line (extended north) of said Lot 14 to the north line of 250 foot wide West Logan Boulevard; thence westward along the north line of said West Logan Boulevard to the southwest corner of Lot 20 of Block 4 in subdivision of Blocks 1, 2, 3 and 4 in Lot 1 in County Clerk's Division according to the plat thereof recorded December 12, 1894 as Document Number 2146603; thence northward along the west line of said Lot 20 to the southeast corner of Lot 21 of said Block 4; thence westward along the south lines of Lots 21, 22, 23 and 24 of said Block 4 to the southwest corner of said Lot 24 of Block 4; thence westward along the prolongation of the last described course to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the east line of North Kedzie Avenue; thence northward along the east line of said North Kedzie Avenue to the north line of West Schubert Avenue; thence continuing in a northwesterly direction across said North Kedzie Avenue to the most southern corner of Lot 7 of Block 1 in Hitt and Others' Subdivision of 39 acres on the east side of the east half of the southeast quarter of said Section 26, said corner also lies on the northeasterly line of North Emmet Street; thence northwesterly along the northeasterly line (extended northwesterly) of said North Emmet Street to the northwesterly line of North Sawyer Avenue; thence southwesterly along the northwesterly line of said North Sawyer Avenue to the northeasterly line of a 16 foot wide public

alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 1 of Block 4 in Milwaukee and Diversey Subdivision according to the plat thereof recorded March 29, 1924 as Document Number 8339078; thence northeasterly along the northwesterly (extended northeasterly) line of said Lot 1 of Block 4 to the north line of 66 foot wide West Diversey Avenue; thence westward along the north line of said West Diversey Avenue to the east line of North Christiana Avenue; thence northward along the east line of said North Christiana Avenue to the south line (extended east) of Lot 15 of Block 4 in Henry Wisner's Subdivision of Lots 8 and 9 of Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence westward along the south line (extended east) of said Lot 15 of Block 4 to the southwest corner of said Lot 15, said corner also lies on north line of a 14 foot wide public alley north of said West Diversey Avenue; thence continuing westward along the prolongation of the last described course to a bend point in said 14 foot wide alley, said bend point is also the southwest corner of Lot 31 of Block 4 in said Henry Wisner's Subdivision; thence northwesterly along the southwesterly line of said Lot 31 to the most westerly corner of said Lot 31, said corner also lies on the southeasterly line of North Woodward Street; thence northeasterly along the southeasterly line of said North Woodward Street to the southwesterly line (extended southeasterly) of Lot 42 in Storey and Allen's Subdivision of Lot 10 in Brand's Subdivision in the east half of the northeast quarter of said Section 26; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 42 to the east line of North Kimball Avenue; thence northward along the east line of said North Kimball Avenue to the northwesterly line of North Dawson Avenue; thence southwesterly along the northwesterly line (extended southwesterly) of said North Dawson Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Allen Avenue; thence northeasterly along the southeasterly line of said North Allen Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said 16 foot wide public alley to the most western corner of Lot 60 of Block 2 in Albert Wisner's Subdivision of Lots 13 and 14 in Brand's Subdivision in the west half of the northeast quarter of said Section 26; thence in northwesterly direction across North Elbridge Avenue to the southeast corner of Lot 26 of Block 4 in said Albert Wisner's Subdivision; thence westward along the south line of said Lot 26 of Block 4 to the southwest corner of said Lot 26; thence northward along the west lines of Lots 26 and 25 of said Block 4 to the most northern corner of said Lot 25; thence northwesterly along the southwesterly line of Lot 24 in said Block 4 to the most western corner of said Lot 24; thence westward along the north lines of Lots 27, 28 and 29 in said Block 4 to the northwest corner of said Lot 29, said corner also lies on the east line of North Central Park Avenue; thence northward along the east line of said North Central Park Avenue to the south line (extended east) of Lot 59 in Heafield's Subdivision of Lot 1 in

Davlin, Kelly and Carroll's Subdivision in the east half of the northwest quarter of said Section 26; thence westward along the south line (extended east) of said Lot 59 to the southwest corner of said Lot 59; thence northward along the west line of said Lot 59 to the northwest corner of said Lot 59; thence westward along the south line (extended east) of Lot 45 in said Heafield's Subdivision to the east line of North Monticelio Avenue; thence northward along the east line of said North Monticelio Avenue to the southwesterly line (extended southeasterly) of Lot 33 in Haentze and Wheeler's Subdivision, according to the plat thereof recorded July 15, 1902 as Document Number 3270736; thence northwesterly along the southwesterly line (extended southeasterly) of said Lot 33 to the most southern corner of said Lot 33, said corner also lies on the west line of said North Monticelio Avenue; thence southward along the west line of said North Monticelio Avenue to the northeasterly line of North Milwaukee Avenue; thence northwesterly along the northeasterly line of said North Milwaukee Avenue to the southeasterly line of North Lawndale Avenue; thence northeasterly along the southeasterly line of said North Lawndale Avenue to the east line (extended south) of said North Lawndale Avenue; thence northward along east line of said North Lawndale Avenue to the southwest corner of Lot 23 in Heafield's Subdivision of the west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded March 18, 1902 as Document Number 3218672; thence in a northwesterly direction across said North Lawndale Avenue to the most southern corner of Lot 30 in said Heafield's Subdivision of west 5 acres of Lot 2 in Davlin, Kelly and Carroll's Subdivision; thence continuing northwesterly along the southwesterly line (extended northwesterly) of said Lot 30 to the south line of Lot 22 of Block 1 in Heinemann and Gross' Subdivision of part of Lot 3 in Davlin, Kelly and Carroll's Subdivision according to the plat thereof recorded July 14, 1909 as Document Number 4406409; thence westward along the south line of said Lot 22 of Block 1 to the east line of North Ridgeway Avenue; thence northward along the east line of said North Ridgeway Avenue to the southwesterly line (extended southeasterly) of Lot 27 of Block 2 in said Heinemann and Gross' Subdivision; thence northwesterly along the southwesterly line (extended southeasterly and northwesterly) of said Lot 27 of Block 2 to the south line of Lot 17 of said Block 2; thence westward along the south line of said Lot 17 of Block 2 to the east line of North Hamlin Avenue; thence northward along the east line of said North Hamlin Avenue to the south line (extended east) of Lot 11 in Wm. J. Sweeney's Subdivision of Lot 6 in Circuit Court Common Division in the west half of the southwest quarter of said Section 23; thence westward along the south line (extended east and west) to the southwest corner of Lot 1 in said Wm. J. Sweeney's Subdivision; thence northwesterly along the southwesterly line (extended northwesterly) of said Lot 1 to the east line of North Avers Avenue; thence westward across said North Avers Avenue along the a line parallel with the south line of said Lot 1 to the west line of 66 foot wide North Avers Avenue; thence northward along the west line of said North Avers Avenue to the north line of a 16 foot wide public alley, south of West School Street; thence westward

along the north line of said 16 foot wide public alley to the east line of North Springfield Avenue; thence southward along the east line of said North Springfield Avenue to the northeasterly line of a 16 foot wide public alley northeasterly of North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said 16 foot wide public alley to the northwesterly line (extended northeasterly) of said North Springfield Avenue; thence southwesterly along the northwesterly line (extended northeasterly) of said North Springfield Avenue to the northeasterly line of 66 foot wide North Milwaukee Avenue; thence northwesterly along the northeasterly line (extended northwesterly) of said North Milwaukee Avenue to the north line of said West School Street; thence westward along the north line (extended west) of said West School Street to the west line of North Pulaski Road; thence southward along the west line of said North Pulaski Road to the north line of West Melrose Street; thence westward along the north line of said West Melrose Street to the east line (extended north and south) of a 16 foot wide public alley, west of North Pulaski Road; thence southward along the east line (extended north and south) of said 16 foot wide public alley to the south line of 66 foot wide West Belmont Avenue; thence eastward along the south line of said West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with south line of said West Belmont Avenue; thence eastward along the said parallel line across said North Pulaski Road, 66 feet to the point of beginning, all aforesaid legal description hereby written on this thirtieth day of November 1999, all in Cook County, Illinois.

Parcel 2:

That part of Sections 22, 23, 26 and 27, Township 40 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows:

commencing at the northwest corner of the northwest quarter of aforesaid Section 26 (intersection of the centerlines of West Belmont Avenue and North Pulaski Road); thence southward along the west line of said northwest quarter of Section 26, 166.00 feet, more or less, to the centerline of a 16 foot wide public alley 932 extended west (south of West Belmont Avenue); thence eastward along the said centerline of a vacated alley, 33 feet to the east line of said North Pulaski Road for the point of beginning; thence eastward along the centerline of said vacated alley to the west line of North Springfield Avenue; thence south along the said west line of North Springfield Avenue 8.00 feet to the northeast corner of Lot 35 in Chas. Seeger's Subdivision of Lot 1 of Haussen and Seeger's Addition according to the plat thereof recorded March 26, 1912 as Document

Number 23771; thence eastward across said North Springfield Avenue to the northwest corner of Lot 11 in aforesaid Chas. Seeger's Subdivision; thence southward along the east line of said North Springfield Avenue to the south line extended east of Lot 34 in said Chas. Seeger's Subdivision; thence westward along the south line extended east of said Lot 34 to the southwest corner of said Lot 34; thence westward across a 16 foot wide public alley to the southeast corner of Lot 47 in said Chas. Seeger's Subdivision; thence westward along the south line of said Lot 47 to the east line of North Harding Avenue; thence southward along the east line of said North Harding Avenue to the south line extended east of a 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of another 16 foot wide public alley west of said North Harding Avenue; thence southward along the east line of said public alley to the south line extended east of another 16 foot wide public alley north of West Barry Avenue; thence westward along the south line extended east of said 16 foot wide public alley to the east line of North Pulaski Road; thence southward along the east line of said North Pulaski Road to the south line of said West Barry Avenue; thence westward along the south line extended east of said West Barry Avenue to the east line of a 16 foot wide public alley west of said North Pulaski Road; thence northward across said West Barry Avenue to the southeast corner of Lot 4 in Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago in the east half of the northeast quarter of said Section 27; thence northward along the east line of said Lot 4 to its northeast corner; thence westward along the north line of said Collins and Gauntlett's 40<sup>th</sup> Avenue and Noble Avenue Addition to Chicago to the west line of North Karlov Avenue; thence northward along the west line of said North Karlov Avenue to the south line of a 16 foot wide public alley south of West Belmont Avenue; thence westward along the south line of said 16 foot wide public alley to the east line of North Tripp Avenue; thence northward along the east line extended north of said North Tripp Avenue to the north line of West Belmont Avenue; thence eastward along the north line of said West Belmont Avenue to the east line of a 16 foot wide public alley west of North Pulaski Road; thence southward along the east line, extended south, of said 16 foot wide public alley to the south line of said West Belmont Avenue; thence eastward along the south line of said south line of West Belmont Avenue to the west line of a 66 foot wide North Pulaski Road; thence southward along the west line of said North Pulaski Road to a line 133 feet south of and parallel with the south line of said West Belmont Avenue; thence eastward across North Pulaski Road along the said parallel line a distance of 66 feet to the point of beginning, all aforesaid legal description hereby written on this twentieth day of December 2004, all in Cook County, Illinois.

**EXHIBIT B-1**

**TIF-ELIGIBLE PROPERTY**

**PARCEL 1:**

LOTS 18, 19 AND 20 IN BLOCK 1 IN OVITT'S RESUBDIVISION OF BLOCK 12 OF SHIPMAN, BILL AND MERRILL'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS: 3230 West Armitage Avenue, Chicago  
PINs: 13-35-236-021; 13-35-236-022; 13-35-236-023

**PARCEL 2:**

LOTS 11, 12, 13, 14 AND 15 IN BLOCK 4 IN THE SUBDIVISION OF BLOCKS 4, 5, 6, 7, 8 AND 9 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS: 1955 North St. Louis Avenue, Chicago  
PINs: 13-35-402-001; 13-35-402-002; 13-35-402-003

**PARCEL 3:**

LOT 2 IN BLOCK 5 IN BLOCK 4 IN THE SUBDIVISION OF BLOCKS 4, 5, 6, 7, 8 AND 9 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

ADDRESS: 3503 West Armitage Avenue, Chicago  
PIN: 13-35-401-009

EXHIBIT B-2

CORTLAND PROPERTY

**PARCEL 4\*:**

LOTS 28 TO 32 IN NIEMAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3734 West Cortland Street, Chicago  
PINs: 13-35-303-038; 13-35-303-039; 13-35-303-040;  
13-35-303-041; 13-35-303-042

- i. Parcel 4 is located outside the boundaries of the Redevelopment Area

EXHIBIT C

TIF-FUNDED IMPROVEMENTS

Acquisition	\$ 2,716,415
Legal & Recording	\$ 17,664
Surveys	\$ 11,346
Environmental	\$ 16,350
Appraisals	\$ 7,377
Site Prep & Soil Borings	\$ 49,426
Construction (50%)	\$ 5,679,791
Architectural (Design)	\$ 483,197
Architectural (Supervision)	\$ 73,770
Legal	\$ 57,172
Energy Modeling, Testing & Commissioning	\$ 55,328
Cost Consultant	\$ 5,164
<b>TOTAL</b>	<b>\$ 9,173,000</b>

EXHIBIT E  
PRIOR OBLIGATIONS

Pursuant to a note ordinance adopted by the City Council on October 2, 2002, the City issued its Tax Increment Allocation Revenue Note (Fullerton/Milwaukee Redevelopment Project) Taxable Series 2002, dated December 2002, in the amount of \$700,000 to The Northern Trust Company, secured by the pledge of certain Incremental Taxes for the payment of redevelopment project costs in connection with the Small Business Improvement Fund for the Redevelopment Area (the "Northern Trust Note").

Pursuant to ordinances adopted by the City Council on October 6, 2005 and June 8, 2011, the City entered into a redevelopment agreement dated as of February 16, 2006 and amended as of July 21, 2011, with Footwear Factory Development Corp., an Illinois corporation, 3963 West Belmont Residential Property, L.L.C., an Illinois limited liability company, and 3927 West Belmont Commercial Property, L.L.C., an Illinois limited liability company (collectively the "Footwear Factory Developer"), for the issuance of a note to the Footwear Factory Developer in the aggregate principal amount not to exceed \$4,160,000 secured by the pledge of certain Incremental Taxes for the payment of redevelopment project costs in connection with the Footwear Factory project (the "Footwear Factory Obligation").

Pursuant to a bond ordinance adopted by the City Council on December 13, 2006 the City issued \$8,735,000 in aggregate principal amount of General Obligation Bonds (Modern Schools Across Chicago Project), Series 2007E, dated as of January 1, 2007, for which ad valorem taxes levied for repayment will be abated with, along with certain incremental taxes from various other redevelopment project areas, Incremental Taxes (the "Modern Schools Bonds Phase I").

Pursuant to bond ordinances adopted by the City Council on December 13, 2006 and May 12, 2010, the City issued \$92,280,000 aggregate principal amount of General Obligation Bonds, Series 2010A (Modern Schools Across Chicago Program) (Tax-Exempt) and its \$57,835,000 aggregate principal amount General Obligation Bonds, Taxable Series 2010B (Modern Schools Across Chicago Program) (Build America Bonds – Direct Payment), dated as of August 26, 2010 for which ad valorem taxes levied for repayment will be abated with, along with certain incremental taxes from various other redevelopment project areas, Incremental Taxes (the "Modern Schools Bonds Phase II").

Pursuant to an ordinance adopted by the City Council on March 10, 2010 (the "Hairpin Lofts Ordinance"), the City authorized entering into a redevelopment agreement with Hairpin Lofts, LLC, (the "Hairpin Lofts Developer") dated as of even date herewith, whereby the City pledged certain Incremental Taxes for the payment of redevelopment project costs in an amount not to exceed \$5,941,770 from the incremental taxes in connection with the Hairpin Lofts Apartments project (the "Hairpin Lofts Obligation").

Pursuant to an ordinance adopted by the City Council on March 10, 2010 (the "Hairpin Retail Ordinance"), the City authorized entering into a redevelopment agreement with Hairpin Retail, LLC, (the "Hairpin Retail Developer") dated as of even date herewith, whereby the City pledged certain Incremental Taxes for the payment of redevelopment project costs in an amount not to exceed \$1,210,000 from the incremental taxes in connection with the Hairpin Retail project (the "Hairpin Retail Obligation").

**EXHIBIT H**

**PERMITTED LIENS**

**1. Liens or encumbrances against the Project Property:**

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

**2. Liens or encumbrances against the Developer or the Project, other than liens against the Project Property, if any: None.**

**EXHIBIT I-1**

**PROJECT BUDGET**

See attached.

**BICKERDIKE REDEVELOPMENT CORPORATION  
ZAPATA APARTMENTS**

**EXHIBIT I-1  
PROJECT & TIF BUDGETS**

<b>OVERALL PROJECT COSTS</b>	<b>Total</b>	<b>Armitage Sites (In TIF)</b>	<b>TIF Eligible</b>	<b>TIF Certified Prior Expenditure</b>	<b>Cortland Site (out of TIF)</b>	<b>MBE/WBE Budget Eligible</b>
<b>Acquisition/ PreDevelopment</b>						
Acquisition	\$ 3,316,415	\$ 2,716,415	\$ 2,716,415	\$ 2,716,415	\$ 600,000	
Legal & Recording (Acq)	\$ 17,664	\$ 17,664	\$ 17,664	\$ 4,560	\$ -	
Site Surveys	\$ 15,000	\$ 11,346	\$ 11,346	\$ 4,950	\$ 3,654	\$ 15,000
Predevelopment Interest & Fees	\$ 781,037	\$ 781,037			\$ -	
Environmental (Phase I & II)	\$ 21,550	\$ 16,350	\$ 16,350	\$ 14,650	\$ 5,200	\$ 21,550
Appraisal	\$ 10,000	\$ 7,377	\$ 7,377		\$ 2,623	\$ 10,000
Holding Costs	\$ 165,414	\$ 122,026			\$ 43,388	
Site Preparation & Soil Borings	\$ 67,000	\$ 49,426	\$ 49,426		\$ 17,574	\$ 67,000
<b>Sub-Total</b>	<b>\$ 4,394,080</b>	<b>\$ 3,721,641</b>	<b>\$ 2,818,578</b>	<b>\$ 2,740,575</b>	<b>\$ 672,439</b>	<b>\$ 113,550</b>
<b>Construction</b>						
Construction	\$ 14,912,188	\$ 11,359,580	\$ 5,679,791		\$ 3,552,608	\$ 14,557,348
Construction Contingency	\$ 746,609	\$ 567,979			\$ 177,630	
Construction Bond/Letter of Credit Fee	\$ 150,000	\$ 110,656			\$ 39,344	
Construction Inspection	\$ 15,000	\$ 11,066			\$ 3,934	
Construction Period Taxes	\$ 32,000	\$ 23,607			\$ 8,393	
Construction Period Insurance	\$ 61,000	\$ 45,000			\$ 16,000	
Construction Period Interest	\$ 1,134,108	\$ 950,357			\$ 183,751	
Security	\$ 74,000	\$ 54,590			\$ 19,410	
Alta Survey & As Built	\$ 15,000	\$ 11,066			\$ 3,934	\$ 15,000
<b>Sub-Total</b>	<b>\$ 17,138,905</b>	<b>\$ 13,133,901</b>	<b>\$ 5,679,791</b>	<b>\$ -</b>	<b>\$ 4,005,004</b>	<b>\$ 14,572,348</b>
<b>Fees &amp; Soft Costs</b>						
Architect Fee (Design)	\$ 655,000	\$ 483,197	\$ 483,197	\$ 19,176	\$ 171,803	\$ 655,000
Architect Fee (Supervision)	\$ 100,000	\$ 73,770	\$ 73,770		\$ 26,230	\$ 100,000
Permit and Zoning	\$ 25,400	\$ 18,738			\$ 6,662	
Legal - Zoning	\$ 27,562	\$ 20,332			\$ 7,230	
Legal	\$ 155,000	\$ 114,344	\$ 57,172		\$ 40,656	
Energy Modeling, Testing & Commissioning	\$ 75,000	\$ 55,328	\$ 55,328		\$ 19,672	\$ 75,000
Cost Consultant	\$ 7,000	\$ 5,164	\$ 5,164	\$ 5,164	\$ 1,836	\$ 7,000
Title and Recording	\$ 63,000	\$ 53,557			\$ 9,443	
Community Room/FF&E/Amenities	\$ 150,000	\$ 150,000			\$ -	\$ 150,000
Tenant Engagement/Community Art	\$ 50,000	\$ 50,000			\$ -	
Accounting/ Audit	\$ 7,000	\$ 5,164			\$ 1,836	
Cost Certification	\$ 18,000	\$ 13,279			\$ 4,721	
Market Study	\$ 15,300	\$ 11,287			\$ 4,013	
Marketing	\$ 70,000	\$ 51,640			\$ 18,360	
Lender Fees	\$ 157,011	\$ 120,565			\$ 36,446	
Lender Legal	\$ 40,000	\$ 32,131			\$ 7,869	
Syndication Legal	\$ 45,000	\$ 33,197			\$ 11,803	
Application & Reservation Fees	\$ 315,094	\$ 232,496			\$ 82,598	
<b>Sub-Total</b>	<b>\$ 1,975,367</b>	<b>\$ 1,524,190</b>	<b>\$ 674,631</b>	<b>\$ 24,340</b>	<b>\$ 451,177</b>	<b>\$ 987,000</b>
<b>SUB TOTAL</b>	<b>\$ 23,508,362</b>	<b>\$ 18,379,732</b>	<b>\$ 9,173,000</b>	<b>\$ 2,764,915</b>	<b>\$ 5,128,620</b>	<b>\$ 15,572,898</b>
Developer Fee-- Non-Deferred	\$ 1,000,000	\$ 737,705			\$ 262,295	
Developer Fee-- Deferred	\$ -	\$ -			\$ -	
Real Estate Tax Reserve	\$ 17,600	\$ 12,984			\$ 4,616	
Insurance Reserve	\$ 64,050	\$ 47,250			\$ 16,800	
Initial Operating Reserve	\$ 483,569	\$ 356,731			\$ 126,838	
<b>TOTAL</b>	<b>\$ 25,073,571</b>	<b>\$ 19,534,402</b>	<b>\$ 9,173,000</b>	<b>\$ 2,764,915</b>	<b>\$ 5,539,169</b>	<b>\$ 15,672,898</b>
					<b>MBE 24%</b>	<b>3,761,496</b>
					<b>WBE 4%</b>	<b>626,916</b>

**EXHIBIT I-2**  
**MBE/WBE BUDGET**

See Exhibit I-1.

EXHIBIT M  
FORM OF NOTE

REGISTERED  
NO. R-1

MAXIMUM AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO  
TAX INCREMENT ALLOCATION REVENUE NOTE (ZAPATA APARTMENTS  
REDEVELOPMENT PROJECT), TAXABLE SERIES A

Registered Owner: [Developer]

Interest Rate: zero percent per annum

Maturity Date: \_\_\_\_\_, \_\_\_\_\_ [issuance date of Certificate]

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of \$ \_\_\_\_\_ and to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of the advance. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year specified above until paid.

Principal of this Note from the Available Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) is due on the Maturity Date. The principal of and interest on this Note are payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on

the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$ \_\_\_\_\_ for the purpose of paying the costs of certain eligible redevelopment project costs incurred by \_\_\_\_\_ [Developer] (the "Project"), which were [acquired], [constructed] and [installed] in connection with the development of an approximately [\_\_\_\_ acre/\_\_\_\_ square foot] site/building in the \_\_\_\_\_ Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) and an Ordinance adopted by the City Council of the City on \_\_\_\_\_, \_\_\_\_ (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal and interest of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. THIS NOTE IS A SPECIAL LIMITED

OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE EXCESS INCREMENTAL TAXES, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been

mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Redevelopment Agreement dated as of [\_\_\_\_\_, \_\_\_\_] between the City and the Registered Owner (the "Redevelopment Agreement"), the Registered Owner has agreed to [acquire] and [construct] the Project and to advance funds for the [construction of certain facilities] related to the Project on behalf of the City. The cost of such acquisition and construction in the amount of \$[\_\_\_\_\_] shall be deemed to be a disbursement of the proceeds of this Note.

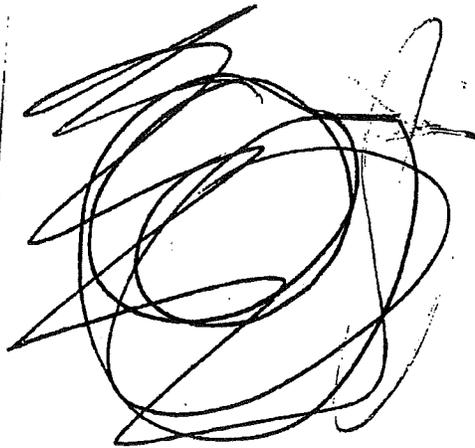
Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to [suspend] [terminate] payments of principal and of interest on this Note upon the occurrence of certain conditions, [and the City has reserved the right to offset liquidated damage amounts owed to the City against the principal amount outstanding under this Note]. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

A large, illegible scribble or signature consisting of multiple overlapping loops and lines, rendered in black ink on a white background.

IN WITNESS WHEREOF, the City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of \_\_\_\_\_.

Mayor

(SEAL)  
Attest:

City Clerk

CERTIFICATE  
OF  
AUTHENTICATION

Registrar  
and Paying Agent  
Comptroller of the  
City of Chicago,  
Cook County, Illinois

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note ( \_\_\_\_\_ Redevelopment Project), [Taxable] Series [A], of the City of Chicago, Cook County, Illinois.

Comptroller  
Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF CHICAGO  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

BY:

ITS:

CERTIFICATION OF EXPENDITURE

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")  
\$ \_\_\_\_\_ Tax Increment Allocation Revenue Note  
( \_\_\_\_\_ Redevelopment Project, [Taxable] Series [A])  
(the "Redevelopment Note")

This Certification is submitted to you, Registered Owner of the Redevelopment Note, pursuant to the Ordinance of the City authorizing the execution of the Redevelopment Note adopted by the City Council of the City on \_\_\_\_\_, \_\_\_\_\_ (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that \$ \_\_\_\_\_ is advanced as principal under the Redevelopment Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the Redevelopment Note is \$ \_\_\_\_\_, including the amount of this Certificate and less payment made on the Redevelopment Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of (Closing Date).

CITY OF CHICAGO

By: \_\_\_\_\_  
Commissioner  
Department of Housing and Economic  
Development

AUTHENTICATED BY:

REGISTRAR

City of Chicago

Fullerton-Milwaukee  
Tax Increment Financing  
Redevelopment Plan and Project

October 26, 1999

Revision Number 2: December 21, 1999

Amendment Number 1: December 30, 2004

Amendment Number 2

February 15, 2011

City of Chicago  
Richard M. Daley  
Mayor

**Fullerton/Milwaukee Tax Increment Financing  
Redevelopment Plan and Project**

**Amendment Number 2**

To induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the “Act”), the City Council of the City of Chicago (the “City”) adopted three ordinances on February 16, 2000, approving the Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project (the “Original Plan”), designating the Fullerton-Milwaukee Redevelopment Project Area (the “Original Project Area”) as a redevelopment project area under the Act, and adopting tax increment allocation financing for the Project Area. The Original Plan was amended pursuant to an ordinance adopted by the City Council of the City of Chicago on May 11, 2005 (“Amendment Number 1”) to add additional property to the Original Project Area boundary (the Original Project Area, as amended shall be referred to as the “Project Area”) and included an enlarged Project Area boundary, a description of the presence and distribution of eligibility factors within the new area, and a revised legal description.

The Original Plan, inclusive of changes set forth in Amendment Number 1 (the “First Amended Plan”), is being amended a second time to increase the Project Area’s budget. The amendments to the First Amended Plan are outlined below following the format of Amendment Number 1.

**Section I: Introduction**

The following paragraph is to be added after paragraph 3:

In 2011, *S.B. Friedman & Company* was retained to amend the Redevelopment Plan for a second time. The purpose of the second amendment is to increase the Project Area’s Estimated Redevelopment Project Costs.

**Section II: Legal Description**

No Changes.

**Section III: Eligibility of the Proposed TIF District**

No Changes.

**Section IV: Redevelopment Goals, Objectives and Strategies**

No Changes.

**Section V: Future Land Use and Redevelopment Activities**

No Changes.

**Section VI: Redevelopment Project**

In Section VI, under the subsection Eligible Redevelopment Project Costs, paragraph 2 is to be replaced by the following paragraph:

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example increasing the amount of interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Redevelopment Plan, to the extent permitted by the Act. In the event of such amendments to the Act, the City may add any new eligible redevelopment project costs as a line item in Table P-2 or otherwise adjust the line items in Table P-2 without amendment to this Redevelopment Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in an increase of more than five percent after adjustment for inflation in the total redevelopment project costs without following the procedure for amendment set forth in the Act.

Under the subsection Estimated Project Costs, Table P-2: Estimated Redevelopment Project Costs and associated footnotes are to be replaced with the following table and associated footnotes:

**Table P-2: Estimated Redevelopment Project Costs**

<b>ELIGIBLE EXPENSE</b>	<b>ESTIMATED COST*</b>
Analysis, Administration, Studies, Surveys, Legal, Marketing, etc.	\$3,000,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	\$30,200,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	\$27,000,000
Affordable Housing Construction	\$12,000,000
Public Works and Improvements, including streets and utilities, parks and open space, public facilities (schools & other public facilities) (1)(2)	\$51,800,000
Job Training, Retraining, Welfare to Work	\$2,000,000
Relocation Costs	\$1,700,000
Interest Subsidy (Developer Interest Costs)	\$7,100,000
Day Care	\$1,200,000
<b>TOTAL REDEVELOPMENT COSTS (3)(4)(5)(6)</b>	<b>\$136,000,000</b>

\* Exclusive of Capitalized interest, issuance costs, and other financing costs

(1) This category may also include paying for or reimbursing (i) an elementary, secondary, or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, of a portion of a

taxing district's capital costs resulting from a redevelopment project necessarily incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.

- (2) Public improvements may also include capital costs of a taxing district. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities, As provided in the Act, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
- (3) The total Estimated Redevelopment Project Costs provides an upper limit on expenditures and adjustments may be made in line items without amendments to this Redevelopment Plan.
- (4) Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.
- (5) The amount of Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
- (6) Increases in estimated Total Redevelopment Project Costs of more than five percent, after adjustment for inflation reflected in the Consumer Price Index (CPI) for All Urban Consumers for All Items for the Chicago-Gary-Kenosha, IL-IN-WI CMSA, published by the U. S. Department of Labor from the date of the Redevelopment Plan adoption, are subject to the Redevelopment Plan amendment procedures as provided in under the Act.

In Section VI, under the subsection, Equalized Assessed Valuation, paragraph 3 is to be replaced by the following paragraph:

By 2023, it is anticipated that the equalized assessed valuation for the Project Area will be approximately \$309 million. The calculation assumes that assessments appreciate at a rate of 2% per year. Other new projects, rehabilitation of existing buildings, and appreciation of real estate values may result in substantial additional increases in equalized assessed valuation.

#### **Section VII: Findings of Need for Tax Increment Financing**

No Changes.

#### **Section VIII: Financial Impact of Redevelopment**

No Changes.

#### **Section IX: Other Elements of the Redevelopment Plan**

No Changes.

#### **Appendix A: Fullerton/Milwaukee Redevelopment Plan and Project Eligibility Study**

No Changes.

**Appendix B: Legal Description**

No Changes.

**Appendix C: Properties Previously Approved for Acquisition in Underlying  
Redevelopment Plan**

No Changes.

**Appendix D: Equalized Assessed Valuation by Parcel**

No Changes.

**Appendix E: Fullerton/Milwaukee Redevelopment Plan and Project Housing Impact  
Study**

No Changes.

FULLERTON/MILWAUKEE  
TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN AND PROJECT

AMENDMENT No. 1

City of Chicago, Illinois

October 26, 1999

Revision #2 December 21, 1999

December 30, 2004 Amendment



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**APPENDIX A: ELIGIBILITY STUDY**

**APPENDIX B: LEGAL DESCRIPTION**

**APPENDIX C: PROPERTIES PREVIOUSLY APPROVED FOR ACQUISITION IN UNDERLYING REDEVELOPMENT AREA PLAN**

**APPENDIX D: EQUALIZED ASSESSED VALUATION BY PARCEL**

Part 1 - Original Project Area 1998 EQUALIZED ASSESSED VALUATION BY PARCEL

Part 2 - Amendment Area 2003 EQUALIZED ASSESSED VALUATION BY PARCEL

**APPENDIX E: HOUSING IMPACT STUDY**

# I INTRODUCTION

This report documents the Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan") for the Fullerton/Milwaukee Redevelopment Project Area ("the Project Area") which comprises the Fullerton/Milwaukee redevelopment project area (the "Original Project Area") proposed in the Fullerton/Milwaukee Redevelopment Plan, dated December 21, 1999 (the "Original Plan") and the Amendment Area as documented in this report. The Redevelopment Plan has been prepared for the use of the City of Chicago (the "City") by Teska Associates, Inc. The proposed Redevelopment Plan seeks to respond to a number of problems and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the City to improve and revitalize the Project Area. This document was intended to provide a framework for improvements within the Project Area over the next 23 years. The goal of the Redevelopment Plan is to encourage the redevelopment of existing obsolete and blighted buildings for uses which will contribute to the economic strength and vitality of the surrounding community.

In 1999, the City retained the planning consulting firm of Teska Associates, Inc. ("TAI") along with project team members Mann, Gin, Dubin and Frasier, Inc. (architects), and Valerie S. Kretchmer Associates, Inc. (real estate analysts), to assist the City in the development of a tax increment financing program for the Original Project Area. TAI and its project team members performed site evaluation and identified necessary public improvements. The consultant team also documented the presence of age, deterioration of buildings and surface improvements, depreciation of physical maintenance, obsolescence, presence of structures below minimum code standards, excessive vacancies, and lack of community planning. This evidence enabled TAI to conclude that the Original Project Area met the statutory requirements for a Conservation Area and could be designated as a tax increment financing district under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").

In 2004, TAI was retained to assist in an update of the Redevelopment Plan. TAI reviewed blocks proposed for amendment (the "Amendment Area") into the redevelopment project area and documented the eligibility factors for the proposed blocks based on those factors identified in the Act. The eligibility study has been updated to reflect the eligibility factors which exist on parcels from 3 existing project area blocks and 10 new blocks all adjacent to the Original Project Area. TAI has amended the Redevelopment Plan to reflect the amendment of these parcels to the Original Project Area to create the updated Project Area.

The Redevelopment Plan summarizes the analyses and findings of the consultants' work, which, unless otherwise noted, is the responsibility of TAI. The City is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment project area under the "Act". TAI has prepared this Redevelopment Plan and the related eligibility study with the understanding that the City would rely on: (a) the findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that TAI has obtained the necessary information so that the Redevelopment Plan and the related eligibility study will comply with the Act.

## Project Area Description

The Project Area is located approximately 5 miles northwest of the central business district of Chicago. The Project Area encompasses portions of four major corridors: West Armitage Avenue from North Ridgeway Avenue to North Milwaukee Avenue, West Fullerton Avenue from North Kimball Avenue to North Mozart Street, West Belmont Avenue from North Tripp Avenue to North Hamlin Avenue, and Milwaukee Avenue from West Homer Street to West School Street (see Figure A).

The boundaries of the Project Area have been established to carefully include those properties that will gain an immediate and substantial benefit from the proposed redevelopment project improvements and Redevelopment Plan. The Project Area consists of approximately 257 acres within 101 legal blocks or portions thereof. The Project Area is zoned predominantly for business and commercial uses. The four commercial corridors included in this Project Area, along Milwaukee Avenue, Fullerton Avenue, Belmont Avenue and Armitage Avenue, represent the retail and business support areas for residential neighborhoods which surround and fall between the corridors. The commercial businesses, particularly the retail businesses, within these corridors reflect the diversity of the neighborhood populations which they serve.

Land use in the Project Area is extremely diverse, reflecting the organic growth of the area over time (see Figure B and Table P-1). Most blocks are characterized by a mix of uses, including combinations of retail, office, light industry, and residential uses. Residential uses occur both in single- and multi-family buildings, as well as in apartments above commercial uses. Other blocks contain only commercial or institutional uses. Three schools are included in the Project Area: Darwin School (3116 W. Belden), Funston School (2010 N. Central Park), and Chase School (2021 N. Point) (see Figure C). There are no Chicago Park District parks in the Project Area.

*Table P-1 Existing Land Use by Block*

<b>Predominant Land Use of Block</b>	<b>Acres</b>	<b>Percent</b>
Commercial	37	15%
Mixed Use	101	39%
Institutional	10	4%
Vacant/Parking	6	2%
Right of way	103	40%
<b>Total</b>	<b>257</b>	<b>100%</b>

The Project Area is characterized by excellent accessibility. The Kennedy Expressway is approximately one half mile to the east of the Project Area, and numerous major arterial streets traverse the area, including Belmont Avenue, Diversey Avenue, Fullerton Avenue, and Armitage Avenue in an east-west direction, and Kimball Avenue, California Avenue, and Western Avenue in the north-south direction. Numerous bus lines run through the Project Area, including #77, #76, #74, and #73 along the major east-west arterial streets, and #82, #52, and #49 along the north-south streets. The Blue Line of the CTA's elevated train system also serves the Project Area, including stops at Western and Milwaukee, at California and Milwaukee, and at Logan Square.

Despite this advantageous and well-connected location, the Project Area has become blighted, and is characterized by underutilized or vacant commercial property. As Section VII, Findings of Need for Tax Increment Financing, and the Eligibility Study in the Appendix demonstrate, the Project Area has not been subject to appropriate growth and development through investment by private enterprise, and is not reasonably expected to be developed without the direct intervention and leadership of the City. The City believes that tax increment financing will be of substantial benefit. Tax increment financing will induce private investment that will arrest and reverse the blighting conditions which currently exist.

### Tax Increment Financing

Tax increment financing is permitted in Illinois under the Act. Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. This document has been prepared in accordance with the provisions of the Act and can be used as a guide for public and private development in the Project Area. In addition to describing the redevelopment objectives, the Redevelopment Plan sets forth the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to use tax increment financing to improve eligible "blighted" or "conservation" areas in accordance with an adopted redevelopment plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be paid with the revenues generated by increased equalized assessed values of private taxable real estate within a designated project area ("incremental property taxes"). The key to this financing tool is that it allows for the public to make capital investments that are repaid by property taxes from private development investment induced by those public capital investments. Incremental property taxes are taken from the increase in equalized assessed valuation (principally from new private development) generated within the designated project area during the limited term of the redevelopment project. Thus, the project can pay for itself without the need for additional taxes to be levied city-wide, outside the boundaries of the particular project area.

The successful implementation of the Redevelopment Plan requires that the City take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area would not reasonably be developed and improved without the use of such incremental revenues.

Public and private reinvestment is possible only if Tax Increment Financing ("TIF") is used as authorized by the Act. The revenue generated by the development activity will play a major and decisive role in encouraging private development. Through this Redevelopment Plan, the City will serve as a catalyst for assembling the assets and energies of the private sector in a unified, cooperative public-private redevelopment effort. Implementation of the Redevelopment Plan and Redevelopment Project (as defined below) will benefit the City, its residents, and all taxing districts in the form of improved economic well-being and the improvement of the community living, working, and learning environment.

### The Redevelopment Plan

As evidenced in Redevelopment Plan Section VII, "Findings of Need of Tax Increment Financing," the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of TIF.

The Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized through a coordinated public and private enterprise effort of reinvestment, rehabilitation, and redevelopment of uses compatible with a strong, stable neighborhood, and that such revitalization occurs:

- On a coordinated, rather than piecemeal basis, to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and

- On a reasonable, comprehensive, and integrated basis to ensure that the factors leading to blight are eliminated; and
- Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the City.

This Redevelopment Plan specifically describes the Project Area and summarizes the factors which qualify the Project Area as a "conservation area" as defined in the Act.

The success of this redevelopment effort will depend on cooperation between the public and private sectors. By means of public investment, the Project Area will become a stable environment for area-wide redevelopment by the private sector. The City will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities, respectively, in order to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

Successful implementation of this Redevelopment Plan requires that the City utilize incremental property taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and threatened conditions which may lead to blight and which have precluded development of the Project Area by the private sector.

The use of incremental property taxes will permit the City to direct, implement, and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities, and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. These benefits are anticipated to include:

- A strengthening of the economic vitality of the community, arising from new residential and non-residential development.
- An increase in construction and long-term employment opportunities for residents of the Project Area and the City.
- The replacement of unsightly uses, blight, and vacated properties with viable, high-quality developments.
- The elimination of numerous physical impediments within the Project Area on a coordinated and timely basis so as to minimize costs and promote comprehensive, area-wide redevelopment.
- The construction of public improvements which may include new road surfaces, utilities, sewers, water lines, sidewalks, street lights, landscaping, etc., intended to make the Project Area more attractive to investment.
- The provision of job training services to community members which make the Project Area more attractive to investors and employers.

- The creation of opportunities for women and minority businesses to share in the redevelopment of the Project Area.

## II LEGAL DESCRIPTION

The legal description of the Project Area can be found in Appendix B.

### III ELIGIBILITY OF THE PROPOSED TIF DISTRICT

#### Original Project Area Eligibility

During July and August, 1999, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the proposed TIF district. The results of the study indicated that the Original Project Area met the Act's requirements for a "conservation area," and is was eligible to be designated by the City Council of the City as a "Tax Increment Financing Redevelopment Project Area." The detailed findings of this study are described in Appendix A of this report.

In 1999, the Original Project Area qualified as a conservation area under the Act based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age
2. Deterioration of buildings and surface improvements
3. Depreciation of physical maintenance
4. Obsolescence
5. Presence of structures below minimum code standards
6. Excessive vacancies
7. Lack of community planning

Each of these factors contributed to the eligibility of the Original Project Area as a conservation area.

#### Amendment Area Eligibility

In October 2004, a study of the Amendment Area was undertaken, consistent with the most recent amendments to the Act and related procedural guidelines, to determine the eligibility of the Amendment Area. The results of the study indicated that the Amendment Area met the Act's requirements for a "conservation area," and was eligible to be amended to the Original Project Area designated by the City Council of the City. The detailed findings of the study are described in Appendix A of this report.

The Amendment Area qualifies as a conservation area under the Act based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age
2. Deterioration of buildings and surface improvements
3. Obsolescence
4. Excessive vacancies
5. Lack of community planning
6. Decline of the Amendment Area equalized assessed value at a rate greater than experienced by the remainder of the City for at least three of the last five years

Each of these factors contributes to the eligibility of the Amendment Area as a conservation area.

## IV REDEVELOPMENT GOALS, OBJECTIVES AND STRATEGIES

In order to establish a workable Redevelopment Plan for the Project Area, it is important to establish both the general, overall goals and specific objectives of the Redevelopment Plan, and to present strategies for meeting these goals and objectives.

### Goals

The overall goals which are specifically directed to this Redevelopment Plan are:

- Reduction or elimination of those conditions which qualify the Project Area as a conservation area.
- Provision of sound economic development in the Project Area.
- Contribution to the economic well being of the City.
- Creation of strong public and private partnerships to capitalize upon and coordinate all available resources and assets.
- Encouragement of land uses which strengthen the function and appeal of the Project Area for a wide range of activities, including commercial, residential, public, and institutional uses.
- Improvement of the quality of life in the City by reducing incidences of both physical and economic deterioration and obsolescence within the Project Area.
- Improvement of existing utilities and roadways to enhance the potential for development and accessibility of redevelopment sites.
- Employment of residents living in and around the Project Area in jobs in the Project Area.
- Creation of an environment within the Project Area that will contribute to the health, safety, and general welfare of the City, that will maintain or enhance the value of properties in and adjacent to the Project Area, and that will stimulate private investment in new construction, expansion, and rehabilitation.
- Creation of additional affordable housing units, as consistent with City policies.

### Objectives

- Assemble and prepare sites which are conducive to modern development.
- Encourage the use and maintenance of the commercial corridors so as to contribute to the vitality of the adjacent uses.
- Upgrade infrastructure throughout the Project Area.
- Establish a distinctive and cohesive visual identity for each of the historically distinguishable community areas within the Project Area.
- Ensure high quality and harmonious architectural and landscape design throughout the Project Area.

- Enhance the appearance of the Project Area by landscaping the rights-of-way.

### Strategies

Based on an analysis of the existing conditions of the Project Area and the overall goals and specific objectives stated above, the strategies for redevelopment should be to:

- Rehabilitate, where appropriate, existing commercial, residential, public, and mixed use structures.
- Install streetscape elements, such as lighting and street furniture, to enhance the appearance and image of the area.
- Assemble and prepare property necessary to attract new investment.
- Undertake appropriate environmental remediation measures on rehabilitation or redevelopment sites, according to customary procedures.
- Establish job readiness and job training programs to provide residents within and surrounding the Project Area with the skills necessary to secure jobs in the Project Area and in adjacent project areas.
- Secure commitments from employers within the Project Area and adjacent project areas to interview graduates of the Project Area's job readiness and job training programs.
- Promote non-residential uses that support the needs of the community.
- Repair and replace the infrastructure where needed, including, but not limited to: roads, sidewalks, public utilities, and other public infrastructure.
- Study existing and future traffic conditions on arterial streets; and, improve traffic flow, safety and convenience through traffic roadway and intersection improvements, traffic lighting improvements, and traffic calming strategies.

## V FUTURE LAND USE AND REDEVELOPMENT ACTIVITIES

### Future Land Use

The following land uses are anticipated within the Project Area (see Figure D):

Mixed Use: This category is reflective of the existing mixed use nature of the four primary corridors in the Project Area. Currently, these corridors are characterized by a diverse mix of residential, retail, office, and institutional uses, which occur on the same block and often within the same building. The intention of the Mixed Use designation is to strengthen the mix of uses that already exists, by encouraging appropriate redevelopment and building re-use of underutilized buildings and properties, compatible with the current mix of uses. Generally, multi-family residential uses (including apartments or condominiums above other ground-floor uses), retail, service, office and institutional uses are appropriate. Industrial uses are not encouraged.

Public/Institutional: Institutional uses include schools, government buildings, and private or not-for-profit institutions.

### Redevelopment Activities

The redevelopment of the Project Area will be driven by private reinvestment induced through public assistance and support. In the absence of assistance from the City as provided by the Redevelopment Plan, the private sector is not expected to pursue these opportunities.

Many sites throughout the Project Area may be appropriate for rehabilitation activities. Rehabilitation may involve facade improvements and repairs, as well as improvements to the interior of buildings which are structurally sound but require work to address appearance or safety issues. Other sites may be appropriate for redevelopment. Such sites may include vacant properties, or properties which contain buildings in extremely poor physical condition or with deleterious uses. Redevelopment of these sites will spur other redevelopment and rehabilitation projects throughout the Project Area.

In addition, public improvements will increase the functionality, appearance, and viability of the Project Area as a strong commercial corridor. Recommended public improvements in the Project Area primarily include streetscape elements along Milwaukee, Fullerton, Belmont, and Armitage Avenues such as street trees, lighting, street paving, and street furniture. Streetscape elements should respect and celebrate the ethnic diversity and individual character of each of the commercial corridors that make up the Project Area. In addition, special gateway treatments would be appropriate at locations that maximize the impact and recognition of important corridor entrances. Traffic signalization improvements may be undertaken at those same intersections.

## VI REDEVELOPMENT PROJECT

This section describes the public and private improvements and activities anticipated to be made and undertaken to implement the Redevelopment Plan.

### Purpose of the Redevelopment Plan

The Act defines the Redevelopment Plan as: "...the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area,' and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area" (65 ILCS 5/11-74.4-3(n), as amended).

Further, the Act states that for such areas, "It is hereby found and declared that in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas. The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas by redevelopment projects is hereby declared to be essential to the public interest" (65 ILCS 5/11-74.4-2(b), as amended).

The Future Land Use Plan in Figure D illustrates proposed land uses. Ultimately, the Redevelopment Plan should help to better integrate the Project Area with adjacent uses, becoming an asset to the community and reversing decay.

### Eligible Redevelopment Project Costs

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs.")

In the event the Act is amended after the date of the approval of this Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table P-3 or otherwise adjust the line items in Table P-3 without amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans, and specifications, implementation and administration

- of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
  - c) Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
  - d) Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
  - e) Costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
  - f) Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Project Area, and as long as such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the Logan Square and Avondale Community Areas with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
  - g) Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued there under including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
  - h) To the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
  - i) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
  - j) Payment in lieu of taxes as defined in the Act;
  - k) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs; (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education

programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

- l) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
  - 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
  - 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
  - 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
  - 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total:
    - (i) cost paid or incurred by the redeveloper for such redevelopment project;
    - (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act;
  - 5. for the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of 75 percent shall be substituted for 30 percent in subparagraphs 2 and 4 above.
- m) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- n) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- o) Instead of the eligible costs provided for in (l) 2, 4 and 5 above, the City may pay up to 50% of the cost of construction, renovation, and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.
- p) The cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose

annual income does not exceed 80% of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

### Property Assembly

To meet the goals and objectives of this Redevelopment Plan, the City previously sought authority to acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program or other programs and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sales, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

Figure E, Land Acquisition Overview Map, indicates the parcels for which the City previously had authorization to acquire for redevelopment in the Project Area and will now seek an extension of this authorization. Figure F contains Figures F1 through F6: Land Acquisition by Block & Parcel Identification Number which portrays the acquisition properties in more detail.

Figure E, Land Acquisition Overview Map, and Figure F, Land Acquisition by Block & Parcel Identification Number, identify parcels for which the City had been granted acquisition authority by the Original Redevelopment Plan. At that time, the potential acquisition of these properties was sought to further the goals of this Redevelopment Plan. This acquisition authority has since expired and the City does not propose to renew such authority at this time.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

The Armitage/California - St. Louis Redevelopment Plan established boundaries for the Armitage/California - St. Louis Redevelopment Area (also known as the Central West Redevelopment Area.) That Redevelopment Area consists of properties facing Armitage between N. St. Louis Avenue and N. Point Street, along the west side of California Avenue from W. Armitage to W. Dickens, and along the east side of California from Armitage to Milwaukee. Figure G illustrates those properties identified for acquisition within the previously adopted underlying Armitage/California - St. Louis Redevelopment Area boundaries. Appendix C lists those parcels, by parcel number, which are shown in Figure G and fall within the Project Area.

The Armitage/California - St. Louis Redevelopment Area and subsequent amendments established City authority to acquire and assemble property. Such acquisition and assembly under that authority is consistent with this TIF Redevelopment Plan. Nothing in this Redevelopment Plan shall be deemed to limit or adversely affect the authority of the City under the Armitage/California - St. Louis Redevelopment Area

to acquire and assemble property. Accordingly, incremental property taxes from the Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Armitage/California - St. Louis Redevelopment Plan within the Fullerton/Milwaukee Project Area.

As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and redevelopment.

For properties described on Figure E, Acquisition, the acquisition of occupied properties by the City was required to commence within four years from the date of the publication of the ordinance approving the Redevelopment Plan. Acquisition shall be deemed to have commenced with the sending of an offer letter. As this four-year period has expired, the City may only acquire such property pursuant to this Redevelopment Plan under the Act according to its customary procedures.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

#### **Property Disposition**

Property to be acquired by the City as part of the Redevelopment Project may be assembled into appropriate redevelopment sites. As part of the redevelopment process the City may: (i) sell, lease or convey such property for private redevelopment; or (ii) sell, lease or dedicate such property for construction of public improvements or facilities. Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in the Redevelopment Plan or in other municipal codes and ordinances governing the use of land or the construction of improvements.

#### **Rehabilitation of Existing Public or Private Structures**

The City of Chicago may provide assistance to encourage rehabilitation of existing public or private structures which will remove conditions which contribute to the decline of the character and value of the district. Appropriate assistance may include, but is not limited to:

- Financial support to private property owners for the restoration and enhancement of existing structures within the Project Area.
- Improvements to the facade or rehabilitation of public or private buildings.

#### **Public Improvements**

The City of Chicago may install public improvements to enhance the Project Area as a whole, to support the Redevelopment Project Plan, and to serve the needs of Project Area residents. Appropriate public improvements may include, but are not limited to:

- Vacation, removal, resurfacing, widening, reconstruction, construction, and other improvements to streets, alleys, pedestrian ways, and pathways;
- Installation of traffic improvements, viaduct improvements, street lighting and other safety and accessibility improvements;

- Development of parks, playgrounds, plazas, and places for public leisure and recreation;
- Construction of public off-street parking facilities;
- Installation, reconstruction, improvement or burial of public or private utilities;
- Construction of public buildings;
- Beautification, lighting and signage of public properties;
- Maintenance of rights-of-way in privately owned properties;
- Demolition of obsolete or hazardous structures;
- Improvements to publicly owned land or buildings to be sold or leased.

Recommended public improvements in the Project Area are listed in Section V, Future Land Use and Redevelopment Activities.

The City may determine at a later date that certain listed improvements are no longer needed or appropriate and may remove them from the list, or may add new improvements to the list.

#### Capital Costs of Taxing Districts

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

#### Relocation

In the event that the implementation of the Plan results in the removal of residential housing units in the Project Area occupied by low-income households or very low-income households, or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that this affordable housing is located in or near the Project Area.

As used in the above paragraph "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Plan, these statutory terms are defined as follows: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937; (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD; and (iii) "affordable housing" means

residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

**Job Training**

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

**Developer Interest Costs**

Funds may be provided to redevelopers for a portion of interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, provided that:

1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
2. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year.

**Estimated Project Costs**

Table P-2 outlines the estimated costs of the Redevelopment Project.

*Table P-2 Estimated Redevelopment Project Costs*

ELIGIBLE EXPENSE	ESTIMATED COST
Analysis, Administration, Studies, Surveys, Legal, Marketing, etc	\$1,500,000
Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	\$10,000,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements, Affordable Housing Construction and Rehabilitation cost	\$18,200,000
Public Works and Improvements, including streets and utilities, parks and open space, public facilities (schools & other public facilities) <sup>(1) (2)</sup>	\$16,000,000
Job Training, Retraining, Welfare-to-Work <sup>(4)</sup>	\$2,000,000
Relocation Costs	\$1,600,000
Interest Subsidy (Developer Interest Costs)	\$2,000,000
Day Care	\$1,200,000
<b>Total Redevelopment Costs<sup>(3) (4) (5)</sup></b>	<b>\$52,500,000<sup>(6)</sup></b>

Notes:

1. This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

2. Public improvements may also include capital costs of taxing districts. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the City or other public entities. As provided in the Act, to the extent the City by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
3. The total Estimated Redevelopment Project Costs provides an upper limit on expenditures and adjustments may be made in line items without amendment to this Redevelopment Plan.
4. Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.
5. The amount of the Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
6. Increases in estimated Total Redevelopment Project Costs of more than five percent, after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

#### Sources of Funds

The Act provides methods by which municipalities can finance eligible redevelopment project costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in a tax increment revenue. A decline in current EAV does not result in a negative real estate tax increment.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, federal, state, county, or local grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment project costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to, or separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or other project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1, et seq., as amended. If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas, and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible redevelopment project costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table P-2 of this Redevelopment Plan.

In the event that adequate funds are not available as anticipated from aforementioned sources, the City may utilize its taxing power to sustain the Redevelopment Project or repay obligations issued in connection therewith, to be reimbursed over time, if possible, from tax increment revenues.

#### **Nature and Term of Obligations to be Issued**

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area was originally adopted, by December 31, 2024. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

One or more issues of obligations may be sold at one or more times in order to implement the Redevelopment Plan, as amended, and as it may be amended in the future. Obligations may be issued on a parity or subordinate basis.

The City may, by ordinance, in addition to obligations secured by the tax allocation fund, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- Net revenues of all or part of any redevelopment project;
- Taxes levied and collected on any or all property in the City;
- The full faith and credit of the City;
- A mortgage on part or all of a redevelopment project;
- Any other taxes or anticipated receipts that the City may lawfully pledge.

#### **Equalized Assessed Valuation**

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Project Area is to provide an estimate of the initial EAV, which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The most recent (1998) equalized assessed valuation (EAV) of all the taxable parcels in the Original Project Area is approximately \$72,137,399. This total EAV amount, by PIN, is summarized in Appendix D, Part 1. This EAV is based on 1998 EAV figures collected by TAI and is subject to verification by the County Clerk. After verification, the final figure shall be certified by the County Clerk of Cook County, Illinois. This certified amount shall become the Certified Initial EAV from which all incremental property taxes in the Project Area will be calculated by the County.

The most recent (2003) EAV of the Amendment Area is \$15,251,781. This total EAV amount for the Amendment Area, by PIN, is summarized in Appendix D, Part 2. The Amendment Area EAV is based on 2003 EAV figures collected by TAI and is subject to verification by the County Clerk. After verification, the final figure shall be certified by the County Clerk of Cook County, Illinois and shall become the Certified Initial EAV for the Amendment Area from which incremental property taxes for the Amendment Area will be calculated.

Upon completion of anticipated private development of the Project Area, it is anticipated that the equalized assessed valuation will be approximately \$215 million. The calculation assumes that assessments appreciate at a rate of 3% per year. Other new projects, rehabilitation of existing buildings, and appreciation of real estate values may result in substantial additional increases in equalized assessed valuation.

## VII FINDINGS OF NEED FOR TAX INCREMENT FINANCING

Pursuant to the Act, TAI makes the following findings:

### Project Area Not Subject to Growth

Although the City and its surrounding regional area, as a whole, have evidenced growth, the Project Area has not been subject to appropriate growth and redevelopment through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.

### Amendment Area Not Subject to Growth

The Amendment Area on the whole has not been subject to appropriate growth and redevelopment through investment by private enterprise, and would not reasonably be anticipated to be developed consistent with City policies without adoption of this Redevelopment Plan.

The lack of growth in the Original Project Area and the Amendment Area is evidenced by the following:

### Equalized Assessed Values that Fail to Keep Pace with the City as a Whole

Between 1993 and 1998 the Equalized Assessed Valuation of the Original Project Area increased from \$60,247,550 to \$72,137,399, an increase of 19.7%. This increase results from improvements to a limited number (approximately 5%, as described below) of properties in the Project Area, and inflation. By contrast, over the same time period, the Equalized Assessed Value of the City as a whole increased from \$30,952,341,898 to \$37,218,840,213, which represents an increase of 20.2%. The Original Project Area has been subject to a lower rate of investment and appreciation than the City as a whole, indicating a relative lack of investment directed toward the properties in the Original Project Area.

Over the period from 1999 to 2003, the adjusted Equalized Assessed Value of the City of Chicago, not including the Amendment Area, increased from \$35,351,184,689 to \$53,160,112,980, or 56.6%. By contrast, the Equalized Assessed Value of those properties in the Amendment Area increased from 10,778,991 to \$15,251,781, or 43.3%, during the same time period. Thus the level of investment and property appreciation within the Amendment Area is lower than the City as a whole.

### Presence of Blighting Factors

Lack of investment is also evidenced by the widespread extent and distribution of blighting factors, including deterioration, depreciation of physical maintenance, and code violations. As elaborated upon in the Eligibility Study (Appendix A), the presence of these factors to such a significant degree illustrates that appropriate private investment, particularly for maintenance and improvements to property, has not been undertaken in the Project Area.

### Lack of Building Permit Activity Representing Substantial Investment

During the period from January 1994 to June 1999, 292 building permits were issued in the Project Area at a total value of \$11,057,565. Four of these permits (at a value of \$3,687,000) were issued to schools in the Project Area and do not represent private investment. However, even the remaining 288 permits (\$7,370,565) do not represent a sign of economic well-being through private investment. Much of the building permit activity in the Project Area is intended to address basic maintenance and

code violations. As elaborated upon in the Eligibility Study, the Project Area has been subject to an excessive amount of code violations over the past five years, and much of the building permit activity addresses City building code requirements.

Specifically, as depicted in Table P-3, during the period from January 1994 to June 1999, only 55 permits (19%) were issued for the erection of new buildings or additions, or for substantial interior renovations. These permits, which represent significant private investment, were issued to only 51 properties in the Project Area (5.4% of the 946 parcels in the Project Area). The vast majority of the remaining permits were for general maintenance or in response to building code violations.

Table P-3 Building Permit Activity, January 1994 to June 1999

Type of Permit	Number of Permits	Number as a Percent of Non-School Permits	Number as a Percent of Total Permits	Value of Permits	Value as a Percent of Non-School Permits	Value as a Percent of Total Permits
Demolition	18	6.3%	6.2%	\$184,099	2.5%	1.7%
Addition/ new construction/ renovation	55	19.1%	18.8%	\$4,553,844	61.8%	41.2%
Repair/code violations	215	74.7%	73.6%	\$2,632,622	35.7%	23.8%
Subtotal	288	100.0%	98.6%	\$7,370,565	100.0%	66.7%
Schools	4		1.4%	\$3,684,000		33.3%
Total	292		100.0%	\$11,057,565		100.0%

As Table P-3 illustrates, one third of the value of all building permit activity in the Project Area was for permits issued to schools, meaning that this third does not represent private investment. Of the remainder, more than 60% of the value of building permits occurred on a limited number of properties (51 properties, or 5.4% of the total number of parcels in the Project Area). The increase in value to properties arising from new construction, additions, or substantial renovations was isolated on a small number of properties and is not uniformly distributed throughout the Project Area.

The other 35.7% of the value of private investment in the Project Area is simply repairs and maintenance activities, which are unlikely to increase the value of property. In general, the building permit data suggests that private investment undertaken in the community is not as substantial, or widespread, as would be anticipated in a strong, stable portion of the City.

## VIII FINANCIAL IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Project, the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment, there is a prospect that blighting factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings and sites. Erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Implementation of the Redevelopment Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the City's effective use of tax increment financing can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, the completion of Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from any enhanced tax base which results from the increase in EAV caused by the Redevelopment Project.

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

### Demand on Taxing District Services

The following taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. This district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

City of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, etc.

Board of Education of the City of Chicago and Associated Agencies. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth grade.

**Chicago Community College District #508.** This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

**Chicago Park District.** The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs.

The replacement of vacant and underutilized property with non-residential or residential development may cause increased demand for services and/or capital improvements to be provided by Cook County, the Metropolitan Water Reclamation District of Greater Chicago, the City of Chicago, the Board of Education of the City of Chicago, Chicago Community College District #508, and the Chicago Park District. The estimated nature of these increased demands for services on these taxing districts, and the activities to address increased demand, are described below.

**Cook County.** The replacement of vacant and underutilized property with non-residential or residential development may cause increased demand for the services and programs provided by the County. Because many new residents in the Project Area are likely to relocate from other portions of the County, the increase in demand is not anticipated to be significant. A portion of Redevelopment Project Costs may be allocated to assist in the provision of such increased services, as provided in the Act and in this Redevelopment Plan.

**Metropolitan Water Reclamation District of Greater Chicago.** The replacement of vacant and underutilized property with new development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District. As it is expected that any increase in demand for treatment and sanitary and storm sewage associated with the Project Area will be minimal, no assistance is proposed for the Metropolitan Water Reclamation District.

**City of Chicago.** The replacement of vacant and underutilized property with new development may cause increased demand for the services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, etc. Such increases in demand may be significant. A portion of Redevelopment Project Costs may be allocated to assist in the provision of such increased services, as provided in the Act and in this Redevelopment Plan.

**Board of Education of the City of Chicago and Associated Agencies.** The replacement of vacant and underutilized properties with mixed-use development may result in additional school-aged children in the Project Area, and may affect the demand for educational services and/or capital improvements to be provided by the Board of Education. The increased number of students may be significant. The City will work with the Board of Education and its associate agencies to address any increase that does arise.

**Chicago Community College District #508.** The replacement of vacant and underutilized properties with mixed-use development may result in an increase in population within the Project Area. Therefore, demand for educational services and programs provided by the community college district may increase, although this change is not anticipated to be significant. The City will work with the Community College District #508 to address any increase that does arise.

**Chicago Park District.** The replacement of underutilized properties with non-residential and residential development may increase the population within the Project Area, so that demand for recreational services and programs provided by the Park District may increase. Although this increase is not

expected to be significant, the City will work with the Chicago Park District to address any increase that does arise.

This proposed program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in the Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs, and (iii) the generation of sufficient incremental property taxes to pay for the Redevelopment Project Costs listed above. In the event that the Redevelopment Project fails to materialize, or involves a different scale of development than that currently anticipated, the City may revise this proposed program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

## **IX OTHER ELEMENTS OF THE REDEVELOPMENT PLAN**

### **Conformance with Land Uses Approved by the Planning Commission of the City**

The Redevelopment Plan and Project described herein includes land uses which have been approved by the Chicago Plan Commission.

### **Date of Completion**

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this Project Area is adopted (by December 31, 2024).

### **Implementation Schedule**

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area. It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of incremental property taxes by the City. The estimated date for completion of Redevelopment Projects is no later than December 31, 2023.

### **Provision for Amending the Redevelopment Plan**

The Redevelopment Plan may be amended pursuant to provisions of the Act.

### **Affirmative Action and Fair Employment Practices**

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

1. The assurance of equal opportunity in all personnel and employment actions , with respect to the Redevelopment Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, or housing status.
2. Redevelopers will meet City of Chicago's standards for participation of Minority Business Enterprises and Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
3. This commitment to affirmative action and nondiscrimination will ensure that all member of the protected groups are sought out to compete for all job openings and promotional opportunities.
4. Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of gender, color, race or creed, etc. Neither party will countenance discrimination against any employee or applicant because of gender, marital status, national origin, age or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including hiring, upgrading and promotions, terminations, compensation, benefit programs and educational opportunities.

Anyone involved with employment or contracting activities for this Redevelopment Plan and Project will be responsible for conformance with this policy and the compliance requirements of applicable city, state, and Federal laws and regulations.

The City and the private developers involved in the implementation of the Redevelopment Plan and Project will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level for the project being undertaken in the Project Area. Any public/private partnership established for the development project in the Project Area will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and facilities at which employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals. The partnership will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner.

The City shall have the right, in its sole discretion, to exempt certain small business, residential property owners, and developers from the above.

#### **Affordable Housing**

The City requires that developers who receive TIF assistance for market rate housing set aside 20% of the units to meet affordability criteria established by the City's Department of Housing or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 100% of the area median income, and affordable rental units should be affordable to persons earning no more than 60% of the area median income.

#### **Environmental Standards**

The City requires that developers who receive TIF assistance must comply with the City of Chicago environmental standards as per Department of Planning and Development policy.

#### **Intergovernmental Agreements and Redevelopment Agreements**

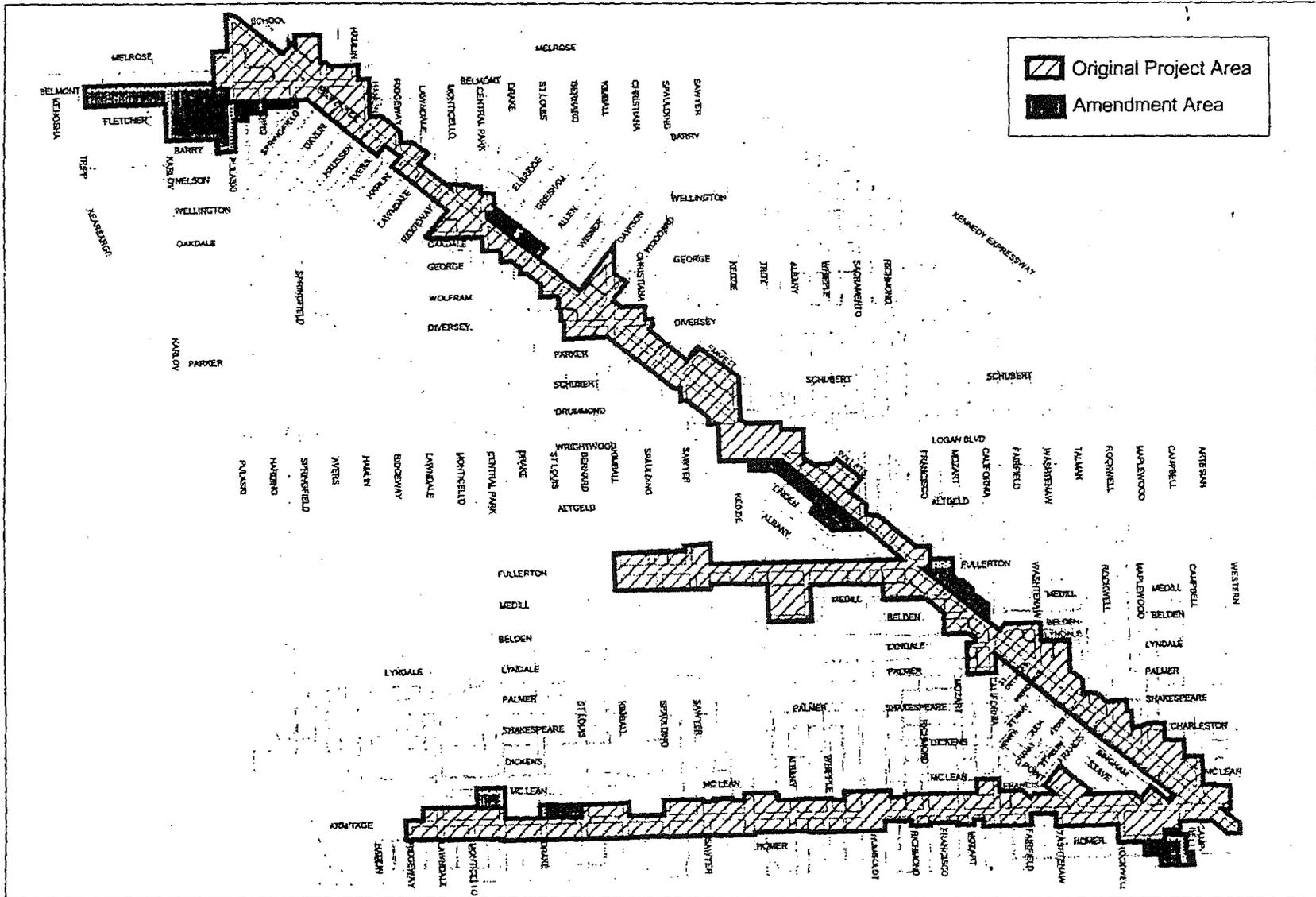
The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

### Housing Impact

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan.

The Project Area contains 1,434 inhabited residential units. The Plan provides for the development or redevelopment of several portions of the Project Area that may contain occupied residential units. As a result, it is possible that by implementation of this Plan, the displacement of residents from 10 or more inhabited residential units could occur.

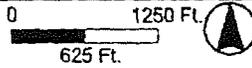
The results of the housing impact study section are described in a separate report which presents certain factual information required by the Act. The report, prepared by TAI, is entitled "Fullerton/Milwaukee Redevelopment Plan and Project Housing Impact Study," and is attached as Appendix E to this Plan.

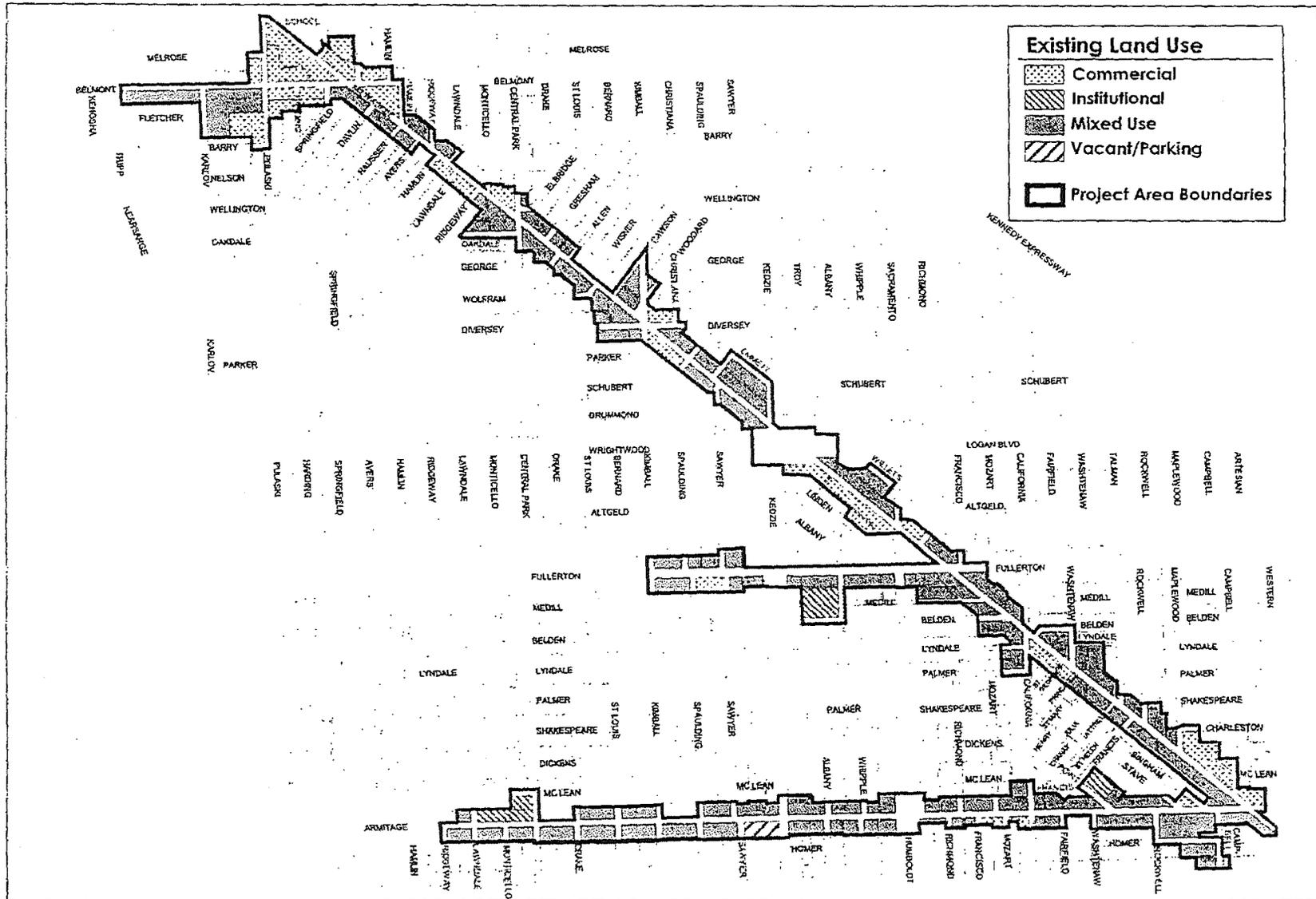


**Figure A: Project Area Boundary**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

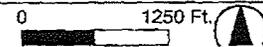


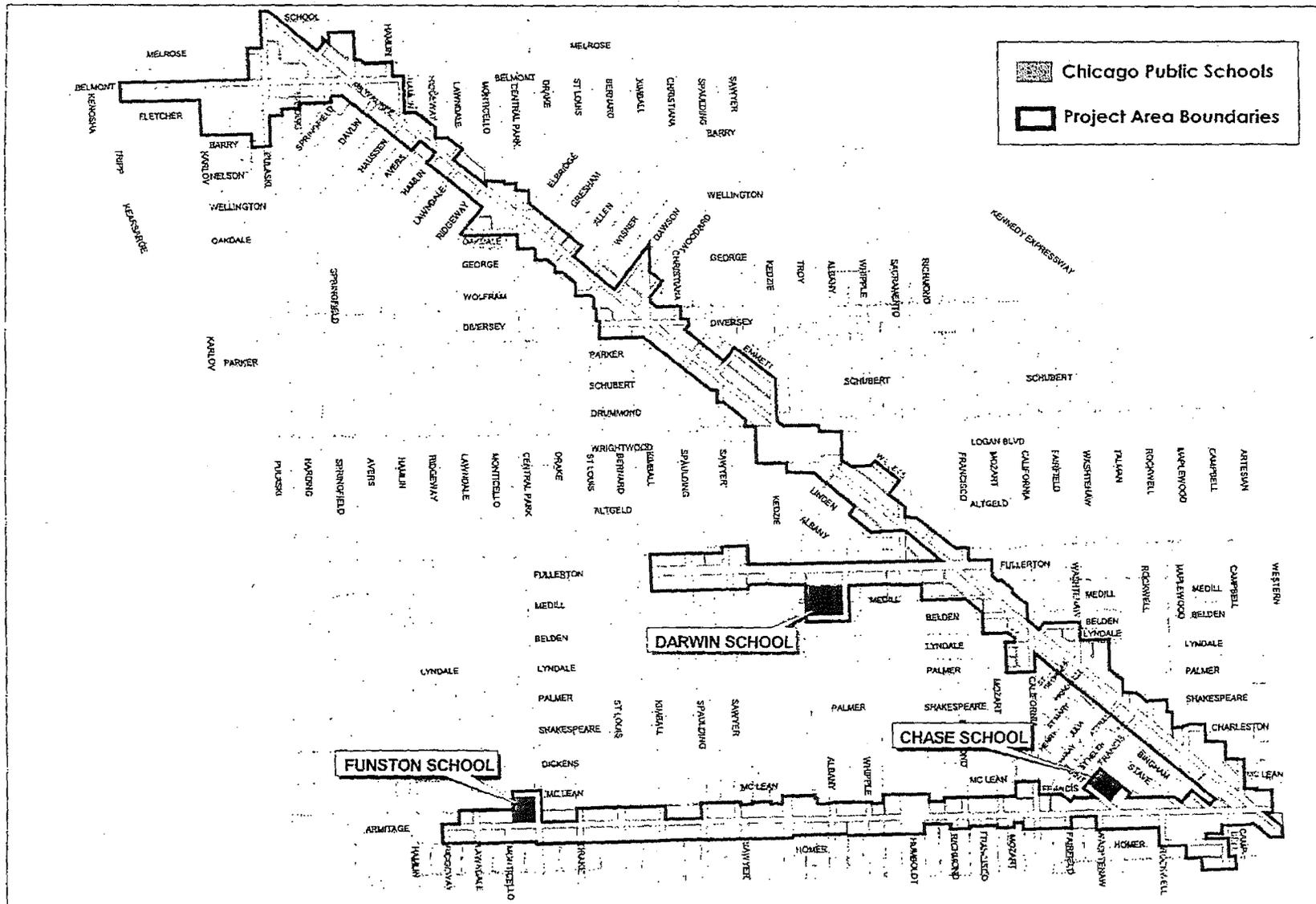


**Figure B: Existing Land Use By Block**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

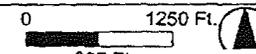


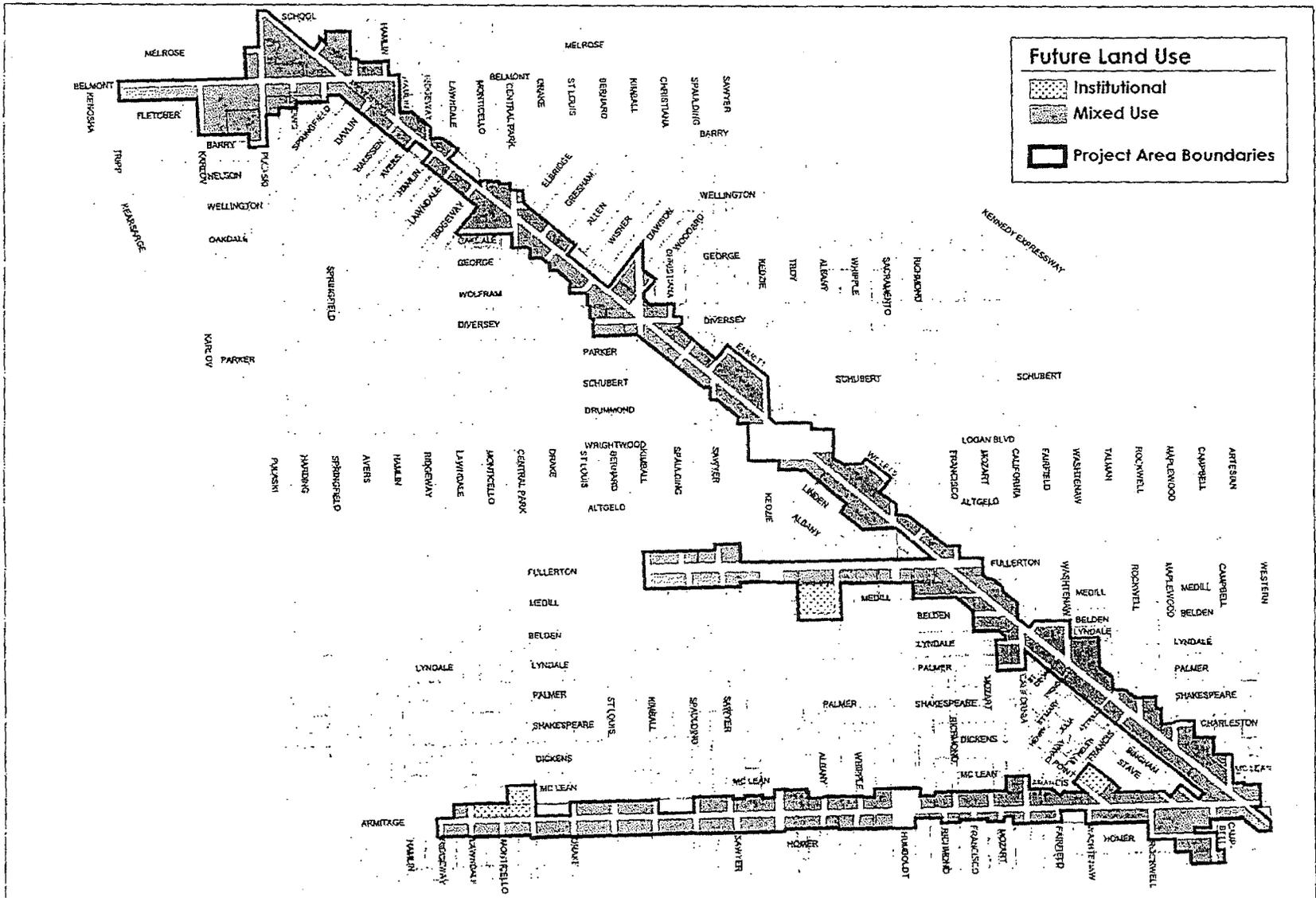


**Figure C: Public Facilities in the Project Area**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

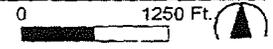
December 30, 2004

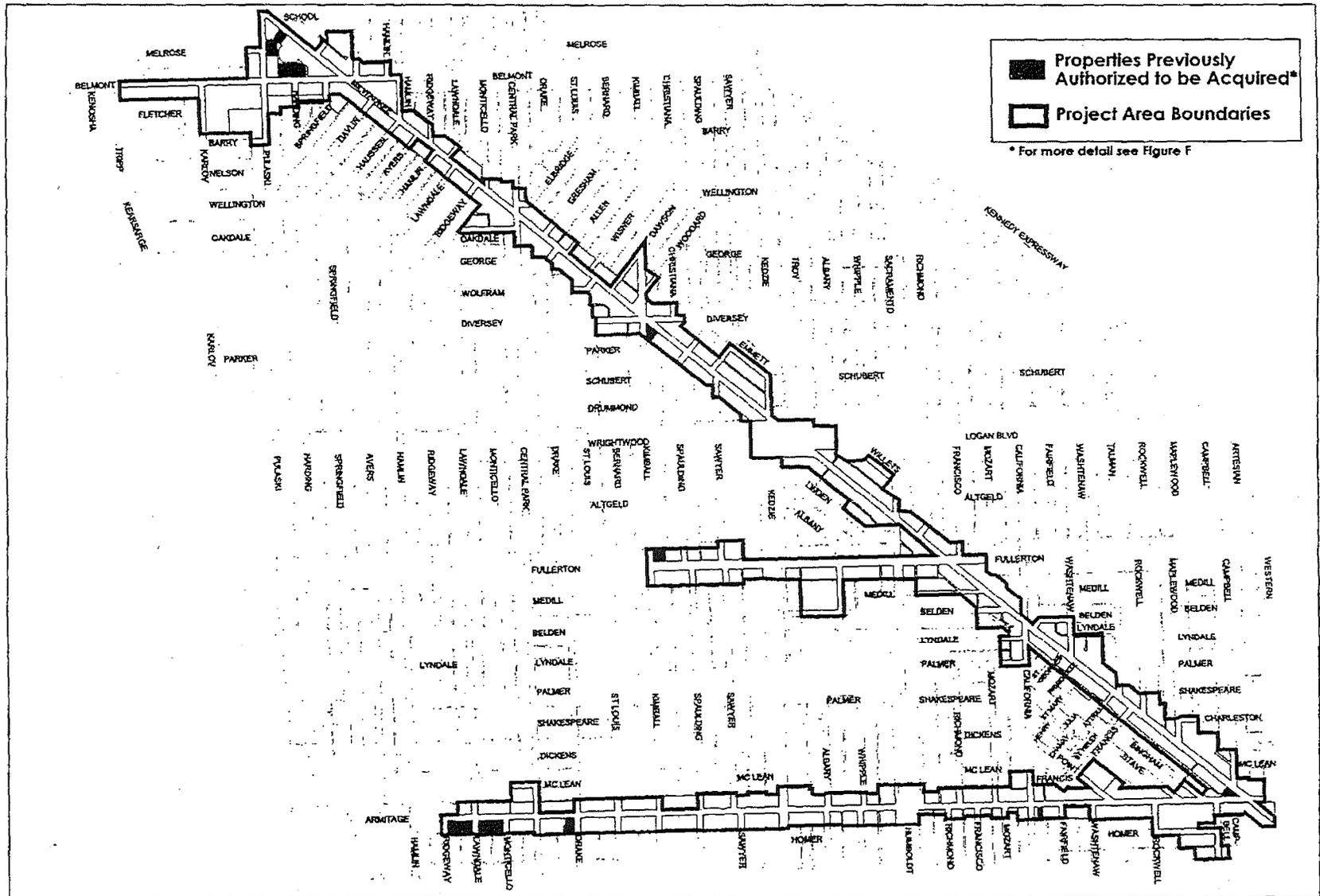




**Figure D: Future Land Use by Block**  
 Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

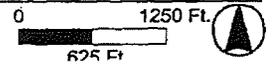




**Figure E: Previously Approved Land Acquisition Overview**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



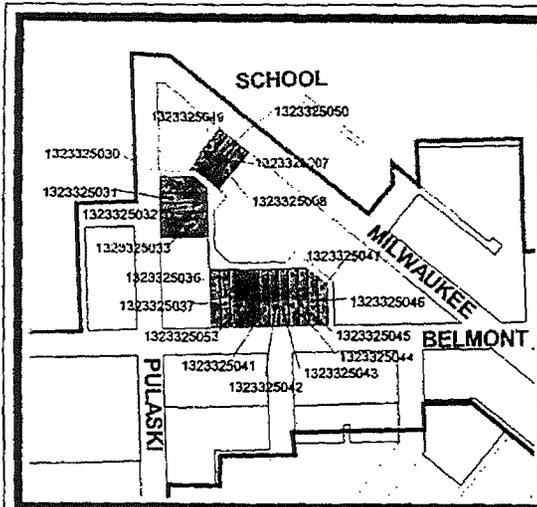


Figure F1

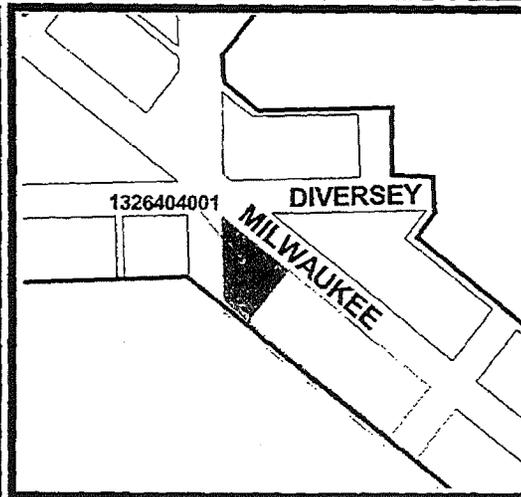


Figure F2

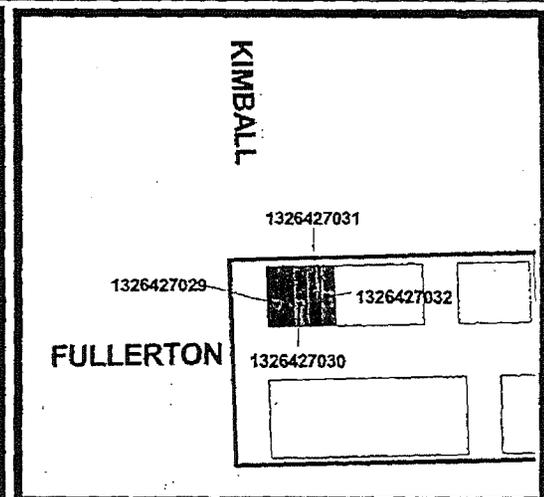


Figure F3

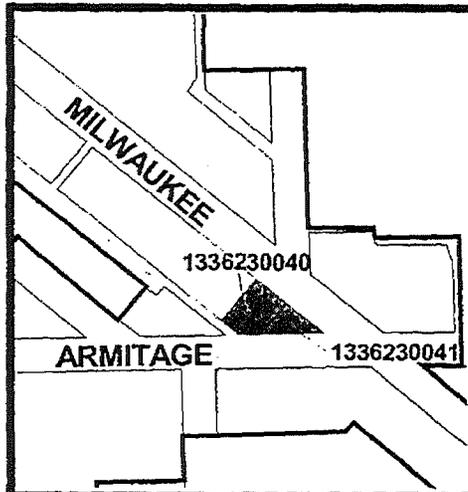


Figure F4

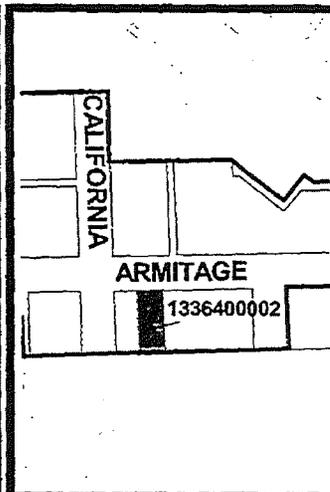


Figure F5

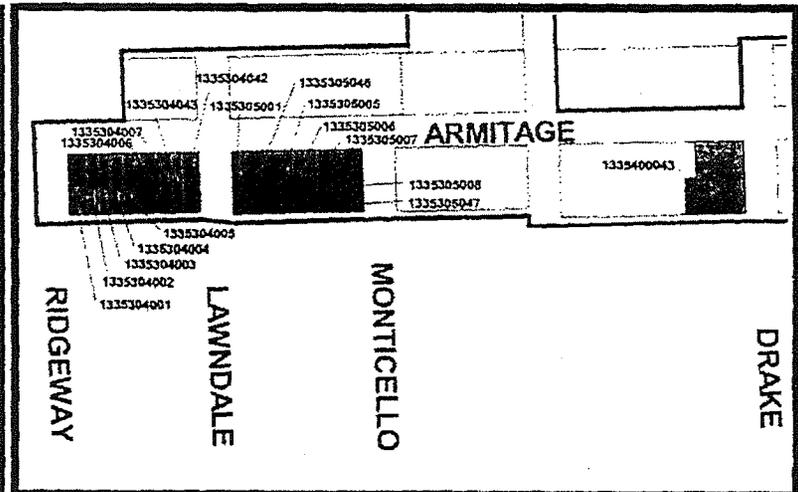
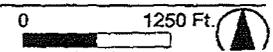


Figure F6

Figure F: Previously Approved Land Acquisition by Block & PIN

Fullerton/Milwaukee Redevelopment Plan  
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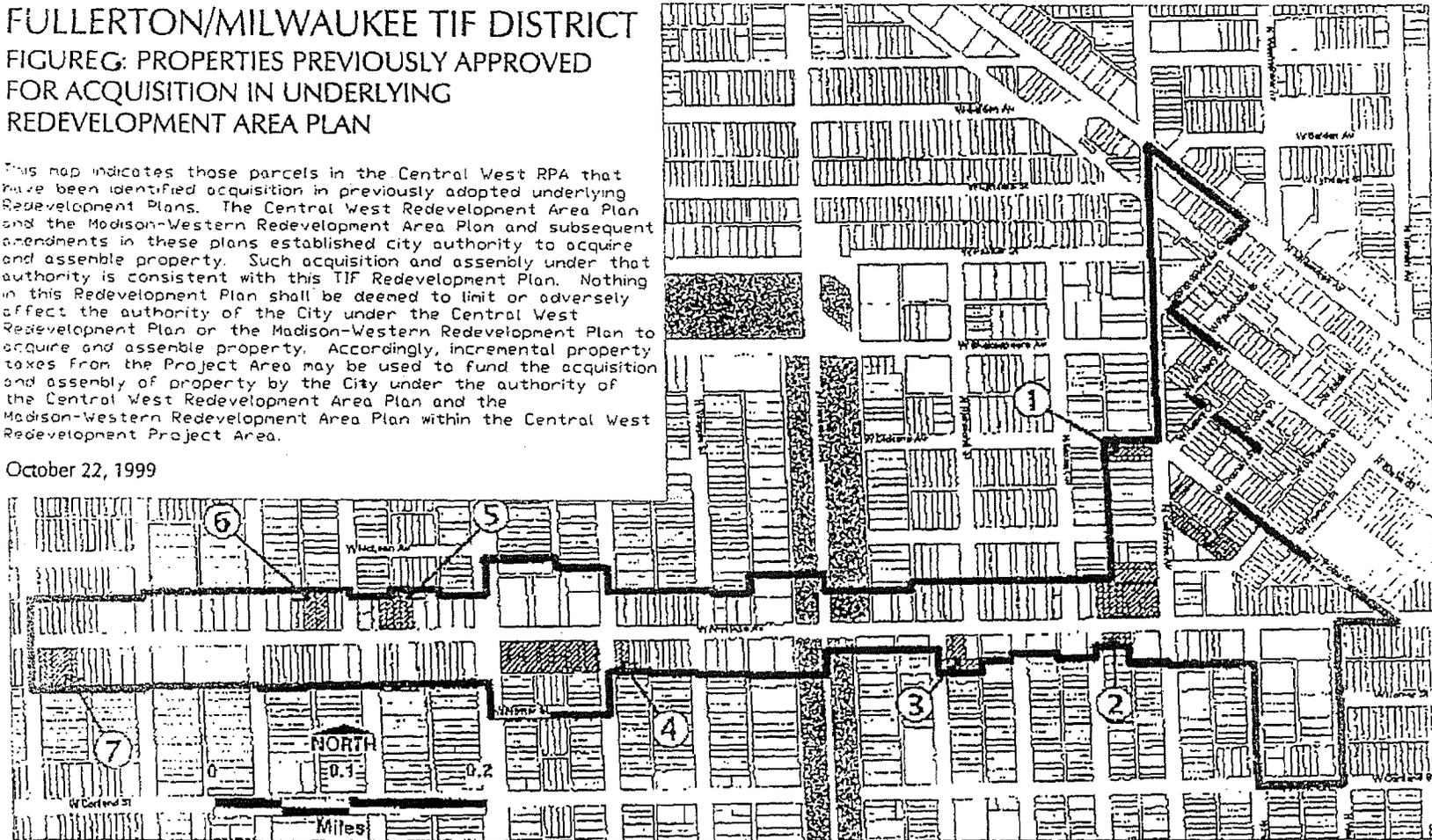


# FULLERTON/MILWAUKEE TIF DISTRICT

## FIGURE G: PROPERTIES PREVIOUSLY APPROVED FOR ACQUISITION IN UNDERLYING REDEVELOPMENT AREA PLAN

This map indicates those parcels in the Central West RPA that have been identified acquisition in previously adopted underlying Redevelopment Plans. The Central West Redevelopment Area Plan and the Madison-Western Redevelopment Area Plan and subsequent amendments in these plans established city authority to acquire and assemble property. Such acquisition and assembly under that authority is consistent with this TIF Redevelopment Plan. Nothing in this Redevelopment Plan shall be deemed to limit or adversely affect the authority of the City under the Central West Redevelopment Plan or the Madison-Western Redevelopment Plan to acquire and assemble property. Accordingly, incremental property taxes from the Project Area may be used to fund the acquisition and assembly of property by the City under the authority of the Central West Redevelopment Area Plan and the Madison-Western Redevelopment Area Plan within the Central West Redevelopment Project Area.

October 22, 1999



**APPENDIX A**

FULLERTON/MILWAUKEE  
REDEVELOPMENT PLAN  
AND PROJECT  
ELIGIBILITY STUDY

AMENDMENT No. 1

October 25, 1999

December 30, 2004 Amendment

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## Introduction

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the "Act"), stipulates specific procedures which must be adhered to in designating a Project Area. A Redevelopment Project Area is defined as:

*"...an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).*

Section 5/11-74.4-3(a) defines a "conservation area" as:

*"...any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors: dilapidation; obsolescence; deterioration, illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; lack of community planning; is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area."*

Determination of eligibility of the Fullerton/Milwaukee Redevelopment Project Area (the "Study Area") for tax increment financing is based on a comparison of data gathered through field observation, document and archival research, and information provided by Cook County and the City of Chicago (the "City") against the eligibility criteria set forth in the Act. The eligibility criteria identified as part of the Act are the basis for the evaluation, which incorporates the definitions prepared by the Illinois Department of Revenue in its 1988 TIF Guide, as revised April 6, 1989.

This report summarizes the analyses and findings of the consultants' work, which is the responsibility of TAI. TAI has prepared this report with the understanding that the City would rely on: (i) the findings and conclusions of this report in proceeding with the designation of the Study Area as a Redevelopment Project Area under the Act; and (ii) the fact that TAI has obtained the necessary information to conclude that the Study Area can be designated as a Redevelopment Project Area in compliance with the Act.

The Original Project Area was eligible for designation as a "conservation area" based on the predominance and extent of parcels exhibiting the following characteristics: **age, deterioration of buildings and surface improvements, depreciation of physical maintenance, obsolescence, presence of structures below minimum code standards, excessive vacancies, and lack of community planning.** Under the Act, at least 50% of the buildings in the Project Area must be 35 years of age or more, and three of 14 listed conservation area factors must be present in and reasonably distributed throughout the Project Area for it to be considered a conservation area. The Project Area is characterized by four of the factors to a major extent, and three of the factors to a minor extent. These factors are distributed throughout the Project Area.

### Description of the Original Project Area

The Original Project Area is located approximately 5 miles northwest of the central business district of Chicago. The Original Project Area encompasses portions of three major corridors: West Armitage Avenue from North Ridgeway Avenue to North Milwaukee Avenue, West Fullerton Avenue from North Kimball Avenue to North Francisco Avenue, and Milwaukee Avenue from West Armitage Avenue to West School Avenue.

The boundaries of the Original Project Area have been carefully established to include those properties that will gain an immediate and substantial benefit from the Redevelopment Plan. The Original Project Area contains 755 buildings and 946 parcels, and consists of approximately 226 acres within 91 legal blocks or portions thereof. Figure 1 delineates the precise boundaries of the Original Project Area.

### Original Eligibility Findings

TAI, in association with Mann Gin Dubin and Frazier, conducted a field survey of the subject properties in July and August, 1999. Based on an inspection of the improvements and grounds, field notes were taken which recorded the condition of the parcel. Photographs further document the observed conditions. Additional research was conducted at the Cook County Treasurer's Office and the City Building Department.

For the purposes of this study, a factor is considered to be "major" if the factor occurred on a relatively large number of properties, buildings, or blocks. Alternatively, a factor which affects a relatively smaller proportion of properties may also be major, if the effects of the factor are highly visible, and exert a significant depressing or blighting effect upon neighboring properties and the entire Project Area. "Minor" factors, while affecting fewer properties than major factors, also exert a negative effect on the Project Area. Overall, the combination of major and minor blighting factors contributes to a blighted appearance and inhibits investment in the Project Area.

For each factor that contributes to the designation of the Original Project Area, a map has been prepared that illustrates the distribution of the factor. The maps represent the blocks in which the consultant team perceives the characteristic to be present to the degree that it represents a significant influence on the character, vitality, and value of properties. In many cases, the majority of parcels in a block exhibit a given characteristic, but in no case are less than 15% of the parcels characterized by the factor in question. Recognizing that it is not necessary for every parcel in a block to exhibit a factor in order for that factor to be significant, the 15% level represents a threshold at which it is likely that a parcel is not more than two properties away from a parcel which exhibits the characteristic, and the factor is perceivable as significant to the extent that the effects of that factor become noticeable and may affect investment decisions.

#### **Age of Buildings**

The characteristic of age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a rule, older buildings or improvements typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature and moisture. Additionally, older buildings tend not to be well suited for modern-day uses because of contemporary space and development standards.

Based on the observed style and construction methods of the buildings within the Project Area, 638 of 755 buildings (85%) are more than 35 years old. Age is also widely distributed throughout the area. At least one building characterized by age can be found on 84 of 91 blocks (92%), and at least half the buildings are characterized by age on 77 blocks (85%). Figure 2 illustrates the 84 of 91 blocks on which at least 15% of the buildings are more than 35 years of age. As required, more than 50% of the structures within the Project Area are more than 35 years of age. Age is therefore a major contributing factor in the designation of the Project Area as a conservation area.

#### **Dilapidation**

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting, and plumbing), and secondary structural components in such combination and extent that: (i) major repair is required or; (ii) the defects are so serious and extensive that the buildings must be removed.

The exterior survey conducted by TAI did not find any structures which are characterized by this extreme physical state. Dilapidation is not a contributing factor toward the designation as a conservation area.

#### **Deterioration**

Deterioration refers to physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

##### **Deterioration of Buildings**

Buildings in a state of deterioration exhibit defects which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and major defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.

Deterioration occurs in 135 of 755 buildings (18%) in the Project Area, meaning that one in five buildings contain defects that cannot be corrected with normal maintenance. Such buildings create a visible environment of deterioration throughout the Project Area, causing owners of other nearby properties to be less inclined to invest in their own buildings. Thus, the effects of deterioration can become magnified beyond those buildings identified in the eligibility survey. This effect is widespread throughout the Project Area; deteriorated buildings are found on 53 of 91 blocks (58%). Figure 3 illustrates those blocks on which 15% or more of the buildings are in a deteriorated state; 36 of 91 blocks meet this standard.

##### **Deterioration of Surface Improvements**

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration through surface cracking, crumbling, potholes, depressions, loose paving materials, and weeds protruding through the surface.

Deteriorated surface improvements can be identified on 13 of 946 parcels (14%). Thirteen of 91 blocks (14%) show some deteriorated surface improvements. The most significant instances are the improvements associated with the elevated CTA Blue Line, particularly viaducts. Similar to the effect caused by deteriorated buildings, the high visibility of these deteriorated improvements is especially damaging to the ability of the Project Area to attract new investment. Figure 3 illustrates the 8 blocks on which at least 15% of the parcels display deteriorated surface improvements.

Deterioration, both of structures and of surface improvements, occurs throughout the Project Area. More importantly, such deterioration has depressing effects on investment in neighboring properties, to a much greater extent than the proportion of properties exhibiting this factor might suggest. Therefore, deterioration is a major factor in the designation of the Project Area as a conservation area.

#### **Depreciation of Physical Maintenance**

This factor considers the effects of deferred maintenance and the lack of maintenance of buildings, improvements and grounds comprising the proposed redevelopment area. Evidence to show the presence of this factor in buildings may include, but is not limited to, the following: unpainted or unfinished surfaces; paint peeling; loose or missing materials; sagging or bowing walls, floors, roofs, and porches; cracks; broken windows; loose gutters and downspouts; and loose or missing shingles; and damaged building areas still in disrepair.

Of 755 buildings in the Project Area, 453 (60%) are characterized by depreciation of physical maintenance. Three out of five buildings are not being properly maintained, which, in addition to leading to blight on the subject property, also reduces the incentive for neighboring property owners to maintain their own property. Eighty-two of 91 blocks (90%) contain at least one building on which depreciation of physical maintenance can be identified. As seen in Figure 4, 82 blocks contain this factor on more than 15% of the properties within the block. Given the extent of this characteristic throughout the Project Area, depreciation of physical maintenance is a major factor in the designation of the Project Area as a conservation area.

#### **Obsolescence**

According to Illinois Department of Revenue definitions, an obsolete building or improvement is one which is becoming obsolete or going out of use - not entirely disused, but gradually becoming so. Thus, obsolescence is the condition or process of falling into disuse.

Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and other site improvements evidencing such obsolescence. Examples include the following sub-categories:

##### **Functional Obsolescence**

Structures are typically built for specific uses or purposes and their design, location, height and space arrangement are each intended for a specific occupancy at a given time. Buildings are obsolete when they contain characteristics or deficiencies which limit the re-use and marketability of such buildings. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor or out-dated design or layout, improper orientation of building on site, etc., which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

### **Obsolete Site Improvements**

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, etc.

### **Obsolete Platting**

Obsolete platting would include parcels of limited or narrow size and configuration or parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements. Platting that created inadequate right-of-way widths for streets, alleys and other public rights-of-way or which omitted easements for public utilities, should also be considered obsolete.

The Project Area shows a significant degree of all three types of obsolescence. Sixty-six of 946 parcels (7%) contain at least one form of obsolescence. This factor is also distributed throughout the Project Area. Nearly one third of the 91 blocks in the Project Area (25 blocks, or 28%) contain a property characterized by one or more varieties of obsolescence. Because obsolescence makes re-use of a building or property difficult or costly, the motivation to invest is diminished by the presence of this factor. Therefore, obsolescence is a minor factor in the designation of the Project Area. Figure 5 identifies the 19 blocks on which at least 15% of parcels contain some form of obsolescence.

### **Illegal Use of Individual Structures**

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- Illegal home occupations;
- Conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- Uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- Uses in violation of national, state or local environmental and occupational safety and health regulations;
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

The exterior field survey conducted by Teska Associates found 9 of 946 properties (1%) which appear to contain illegal uses. While important to the individual properties, the infrequent occurrence of this factor suggests that illegal uses are not a major factor in the designation of the Project Area.

### **Presence of Structures Below Minimum Code Standards**

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which presume to threaten health and safety.

A search of building code violations between January, 1994, and August, 1999 found that 451 code violations have been cited in the Project Area over this time period. This amounts to approximately one violation for every 1.7 properties over the last five years. Further, violations are distributed on 63 of 91 blocks (69%). The excessive amount of code violation points to a relative lack of investment, such that many properties are not being maintained even to minimum standards. Figure 6 shows the blocks on which 15% or more of the properties were cited in the last five years; 59 blocks meet this criteria. Therefore, the presence of structures below minimum code standards makes a major contribution to the designation as a conservation area.

### **Excessive Vacancies**

Establishing the presence of this factor requires the identification, documentation, and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Out of 755 buildings in the Project Area, 75 (10%) are partially or entirely vacant. Vacancies occur on over half of the 91 blocks in the Project Area (on 47 blocks). The widespread occurrence of vacancies indicates that a substantial portion of the Project Area is underutilized, and the appearance of vacancies exerts a drain upon the vitality of the community. Vacancies therefore make a minor contribution toward the designation of the Project Area as a conservation area. Figure 7 illustrates the 23 blocks (25%) on which 15% or more of the parcels contain a vacant or partially vacant building.

### **Overcrowding of Structures and Community Facilities**

Overcrowding of structures refers to the overutilization of private or public structures beyond a reasonable or safe capacity. Conversions from one use to another are the typical cause. Only 5 properties display overcrowding. Overcrowding is therefore not a major factor in the designation of the Project Area.

### **Lack of Ventilation, Light, or Sanitary Facilities**

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criterion used for determining the presence of this factor can be found in local codes and ordinances, or in locally adopted national codes such as the Uniform Building Code, Building Officials Code of America (BOCA), and the Model Housing Code of the American Public Health

Association (APHA). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees, or visitors.

Typical requirements for ventilation, light, and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and dust, odor or smoke-producing activity areas;
- Adequate natural light and ventilation by means of skylights or windows for interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios;
- Adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water, and kitchens; and
- Adequate ingress and egress to and from all rooms and units.

Only 4 properties were identified in the Project Area that were obviously inadequately lit or ventilated. As a result, this factor does not significantly contribute to the eligibility of the Project Area as a whole.

#### **Inadequate Utilities**

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service which may be shown to be inadequate. Inadequate utilities would include those which are: (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas; and (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

While the condition of inadequate utilities has not been documented as part of the surveys and analyses undertaken within the Project Area, existing utilities may need to be relocated or upgraded to adequately serve new development. Inadequate utilities is not a major factor in the designation of the Project Area.

#### **Excessive Land Coverage**

This factor may be documented by showing all instances where building coverage is excessive. Zoning ordinances commonly contain standards for residential, commercial, and industrial properties which relate floor area to lot area. In residential districts a lower ratio is usually required. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions are presumed to have an adverse or blighting effect on nearby development. This characteristic is viewed relative to its urban context, common practice, and contemporary development standards.

Excessive coverage can be identified on 17 of 946 properties in the Project Area (2%). As a result of this infrequent occurrence, excessive site coverage does not appear as a significant contributor to the blighting of the Project Area, and is therefore not a major factor in the designation of the Project Area.

#### **Deleterious Land Use or Layout**

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

Thirty-one parcels (3%) are characterized by deleterious land use or layout. This layout poses circulation and safety hazards in the immediate vicinity. However, because this problem occurs on only a limited number of parcels, deleterious land use and layout is not a major factor in the designation of the Project Area.

#### **Lack of Community Planning**

This may be a significant factor if the proposed Project Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was virtually ignored during the development of the area. This finding may be amplified by evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the blight finding. This may include, but is not limited to, adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The Project Area did develop without the guidance of a community plan. However, in recent years, the Project Area has been the subject of a concerted planning effort by the City and local community organizations. As a result, lack of planning is a minor factor in the designation of the Project Area.

#### **Conclusion**

The original Project Area as a whole qualified as a conservation area according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age
2. Deterioration of buildings and surface improvements
3. Depreciation of physical maintenance
4. Obsolescence
5. Presence of structures below minimum code standards
6. Excessive vacancies
7. Lack of community planning

Each of these factors is present to a significant degree and distributed throughout the Project Area. Further, these factors act in combination with one another, reinforcing the negative affects of the other factors. For example, a property owner may be less likely to invest in maintenance for an obsolete building, which may leads to deterioration, which further inhibits investment. In turn, investment in neighboring properties is inhibited in this environment of decay. Therefore, while not every block exhibits every factor, the combination of the factors throughout the Project Area has significant impact. Due to the negative effect on the public safety and welfare caused by these factors, the Project Area is declared eligible as a

conservation area. All of these characteristics point to the need for designation of the Project Area as a conservation area, to be followed by public intervention in order that redevelopment might occur.

### **Description of the Amendment Area**

The Amendment Area consists of the addition of parcels on two blocks at the intersection of West Belmont Avenue and North Pulaski Avenue, one block at the southwest corner of Central Park Avenue and McLean Avenue, and the addition of 10 new blocks located adjacent to the boundaries of the Original Project Area. Figure 8 identifies the Original Project Area and the Amendment Area.

The boundaries of the Amendment Area have been carefully established to add properties that will gain an immediate and substantial benefit from inclusion in the Redevelopment Plan. The Amendment Area contains 81 buildings and 117 parcels, and consists of approximately 31 acres within 13 legal blocks or portions thereof.

### **Amendment Area Eligibility Findings**

TAI conducted a field survey of the subject properties in October 2004. Based on an inspection of the improvements and grounds, field notes were taken which recorded the condition of the parcel. Photographs further document the observed conditions. Additional research was conducted at the Cook County Treasurer's Office and the City Building Department.

Consistent with the original study, a factor is considered to be "major" if the factor occurred on a relatively large number of properties, buildings, or blocks. Alternatively, a factor which affects a relatively smaller proportion of properties may also be major, if the effects of the factor are highly visible, and exert a significant depressing or blighting effect upon neighboring properties. "Minor" factors, while affecting fewer properties than major factors, also exert a negative effect on the Amendment Area. Overall, the combination of major and minor blighting factors contributes to a blighted appearance and inhibits investment in the Amendment Area.

For each factor that contributes to the designation of the Amendment Area, a map has been prepared that illustrates the distribution of the factor. The maps represent the blocks in which the consultant team perceives the characteristic to be present to the degree that it represents a significant influence on the character, vitality, and value of properties. Consistent with the original study a block is said to exhibit a given eligibility characteristic when a majority of parcels in a block exhibit the characteristic. In no case is a block said to exhibit a characteristic if less than 15% of the parcels are characterized by the factor in question. Recognizing that it is not necessary for every parcel in a block to exhibit a factor in order for that factor to be significant, the 15% level represents a threshold at which it is likely that a parcel is not more than two properties away from a parcel which exhibits the characteristic, and the factor is perceivable as significant to the extent that the effects of that factor become noticeable and may affect investment decisions.

#### **Age of Buildings**

The characteristic of age presumes the existence of problems or limiting conditions resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a rule, older buildings or improvements typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time,

temperature and moisture. Additionally, older buildings tend not to be well suited for modern-day uses because of contemporary space and development standards.

Based on the observed style and construction methods of the buildings within the Amendment Area and information provided by the Cook County Assessor's Office, 74 of 81 buildings (91%) are more than 35 years old. Age is also widely distributed throughout the area. At least one building characterized by age can be found on 8 of the 13 Amendment Area blocks (62%), and at least half the buildings are characterized by age on those 8 blocks. Figure 9 illustrates the 8 of 13 Amendment Area blocks on which at least 50% of the buildings are more than 35 years of age. As required, more than 50% of the structures within the Amendment Area are more than 35 years of age. Age is therefore a major contributing factor in the designation of the Project Area as a conservation area.

#### **Dilapidation**

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting, and plumbing), and secondary structural components in such combination and extent that: (i) major repair is required or; (ii) the defects are so serious and extensive that the buildings must be removed.

The exterior survey conducted by TAI did not find any structures which are characterized by this extreme physical state. Dilapidation is not a contributing factor toward the designation as a conservation area.

#### **Obsolescence**

According to the Act, an obsolete building or improvement is one which is in the condition or process of falling into disuse. The structures and/or site conditions have become ill suited for the original use. Obsolescence, as a factor, should be based upon the documented presence and reasonable distribution of buildings and other site improvements exhibiting conditions of falling into disuse. The following identify more specific sub-categories of obsolescence.

##### **Functional Obsolescence**

Structures are typically built for specific uses or purposes with design, location, height and space arrangement are each intended for a specific occupancy at a given time. Buildings are obsolete when they contain characteristics or deficiencies which limit the re-use and marketability of such buildings. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor or out-dated design or layout, improper orientation of building on site, etc., which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

##### **Obsolete Site Improvements**

Site improvements, including sewer and water lines, public utility lines (gas, electric and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such

improvements. Factors of this obsolescence may include inadequate utility capacities, outdated designs, etc.

### **Obsolete Platting**

Obsolete platting would include parcels of limited or narrow size and configuration or parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements. Platting that created inadequate right-of-way widths for streets, alleys and other public rights-of-way or which omitted easements for public utilities, should also be considered obsolete.

The Amendment Area shows some signs of functional obsolescence and obsolete site improvements at the locations of the light industrial buildings. While some continue to function, they function below capacity given the attempts to either adapt the structures to office use or adapt the sites to accommodate necessary storage or loading areas. Eleven of 117 parcels (9%) contain at least one form of obsolescence. This factor is also distributed throughout the Project Area. Three of the 13 blocks in the Amendment Area (23%) contain a property characterized by one or more varieties of obsolescence. Because obsolescence makes re-use of a building or property difficult or costly, the motivation to invest is diminished by the presence of this factor. Therefore, obsolescence is a minor factor in the designation of the Project Area. Figure 10 identifies the 3 blocks on which at least 15% of parcels contain some form of obsolescence.

### **Deterioration**

Deterioration refers to physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

#### **Deterioration of Buildings**

Buildings in a state of deterioration exhibit defects which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and major defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.

Deterioration occurs in 12 of 81 buildings (15%) in the Project Area contain defects that cannot be corrected with normal maintenance. Such buildings create a visible environment of deterioration throughout the Project Area, causing owners of other nearby properties to be less inclined to invest in their own buildings. Thus, the effects of deterioration can become magnified beyond those buildings identified in the eligibility survey. This effect is widespread throughout the Project Area; deteriorated buildings are found on 5 of 13 blocks (38%). Figure 11 illustrates those blocks on which 15% or more of the buildings are in a deteriorated state; 5 of 13 blocks meet this standard.

#### **Deterioration of Site Improvements**

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration through surface cracking, crumbling, potholes, depressions, loose paving materials, and weeds protruding through the surface.

Deteriorated surface improvements can be identified on 56 of 117 parcels (48%). Twelve of 13 blocks (92%) show some deteriorated surface improvements. Figure 11 illustrates the 12 blocks on which at least 15% of the parcels display deteriorated surface improvements.

Deterioration, both of structures and of surface improvements, occurs throughout the Amendment Area. More importantly, such deterioration has depressing effects on investment in neighboring properties, to a much greater extent than the proportion of properties exhibiting this factor might suggest. Therefore, deterioration is a major factor in the designation of the Amendment Area as a conservation area.

#### **Presence of Structures Below Minimum Code Standards**

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies which presume to threaten health and safety.

The exterior field survey conducted by TAI did not identify any buildings below code. Given the lack of this characteristic throughout the Project Area, this factor does not contribute to the status of the Amendment Area as a conservation area.

#### **Illegal Use of Individual Structures**

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- Illegal home occupations;
- Conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- Uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- Uses in violation of national, state or local environmental and occupational safety and health regulations;
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

The exterior field survey did not identify any building being characterized by an illegal use. This factor does not significantly contribute to the status of the Amendment Area as a conservation area.

### Excessive Vacancies

Establishing the presence of this factor requires the identification, documentation, and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Out of 81 buildings in the Amendment Area, 17 (21%) are partially or entirely vacant. Vacancies occur on over half of the 13 blocks in the Amendment Area (on 7 blocks). The widespread occurrence of vacancies indicates that a substantial portion of the Amendment Area is underutilized, and the appearance of vacancies exerts a drain upon the vitality of the community. Vacancies therefore make a major contribution toward the designation of the Amendment Area as a conservation area. Figure 12 illustrates the 7 blocks (54%) on which 15% or more of the parcels contain a vacant or partially vacant building.

### Lack of Ventilation, Light, or Sanitary Facilities

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criterion used for determining the presence of this factor can be found in City of Chicago municipal codes and ordinances, or in locally adopted national codes such as the International Building Code, and the Model Housing Code of the American Public Health Association (APHA). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees, or visitors.

Typical requirements for ventilation, light, and sanitary facilities include:

- Adequate mechanical ventilation for air circulation in spaces/rooms without windows, i.e., bathrooms, and dust, odor or smoke-producing activity areas;
- Adequate natural light and ventilation by means of skylights or windows for interior rooms/spaces, and proper window sizes and amounts by room area to window area ratios;
- Adequate sanitary facilities, i.e., garbage storage/enclosure, bathroom facilities, hot water, and kitchens; and
- Adequate ingress and egress to and from all rooms and units.

No properties were identified in the Amendment Area that were obviously inadequately lit or ventilated. As a result, this factor does not significantly contribute to the eligibility of the Amendment Area as a whole.

### Inadequate Utilities

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service which may be shown to be inadequate. Inadequate utilities would include those which are: (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas; and (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

While the condition of inadequate utilities has not been documented as part of the surveys and analyses undertaken within the Amendment Area, existing utilities may need to be relocated or upgraded to adequately serve new development. Inadequate utilities is not a major factor in the designation of the Amendment Area.

### Excessive Land Coverage and Overcrowding of Structures and Community Facilities

This factor may be documented by showing all instances where building coverage is excessive. Zoning ordinances commonly contain standards for residential, commercial, and industrial properties which relate floor area to lot area. In residential districts a lower ratio is usually required. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Based on the requirements of the Act, no parcels within the Amendment Area exhibit excessive land coverage resulting in the conditions outlined above.

Overcrowding of structures refers to the overutilization of private or public structures beyond a reasonable or safe capacity. Conversions from one use to another are the typical cause. Based on the exterior field survey conducted by TAI no structures in the Amendment Area exhibit visible overcrowding. This factor is not a major factor in the designation of the Amendment Area.

### Deleterious Land Use or Layout

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

Only 4 of the 117 Amendment Area parcels (3%) are characterized by deleterious land use or layout. These layout poses circulation and safety hazards in the immediate vicinity. However, because this problem occurs on only a limited number of parcels, deleterious land use and layout is not a major factor in the designation of the Amendment Area.

### Lack of Community Planning

This may be a significant factor if the Amendment Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was virtually ignored during the development of the area. This finding may be

amplified by evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the blight finding. This may include, but is not limited to, adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size or shape to meet contemporary development standards.

The Amendment Area did develop without the guidance of a community plan. However, in recent years, the Amendment Area has been the subject of a concerted planning effort by the City and local community organizations. As a result, lack of planning is a minor factor in the designation of the Amendment Area

**Environmental Remediation Cost Impeding Development**

This factor may be documented by determining if any requirements by the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, or any study conducted by a recognized independent expert consultant has resulted in the need to incur remediation costs for a site that have resulted in impeding further site redevelopment. Based on field survey, there do not appear to be any environmental remediation projects required within the Amendment Area. Therefore there could be no costs associated with a remediation project that could impede the redevelopment of a site. This factor does not significantly contribute to the status of the Amendment Area as a conservation area.

**Decline or Minimal Marginal Increase in the Equalized Assessed Value**

This factor can be cited if the total equalized assessed value of the Amendment Area has declined for 3 of the last 5 calendar years in which information is available; or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

**Table A-1: City of Chicago EAV Data: Years 1998-2003**

Year	2003	2002	2001	2000	1999	1998
Total Equalized Assessed Value of the Amendment Area	\$15,251,781	\$12,694,851	\$11,870,751	\$11,422,809	\$10,778,991	\$10,636,643
Percent Change in Amendment Area EAV from prior year	20.14 %	6.94 %	3.92 %	5.97 %	1.34 %	
EAV of the City of Chicago excluding Amendment Area	\$53,160,112,980	\$45,325,068,537	\$41,976,988,278	\$40,475,703,473	\$35,351,184,689	\$33,936,727,106
Percent change in City EAV from prior year	17.29%	7.98 %	3.71 %	14.50 %	4.17 %	
Growth less than City?	No	Yes	No	Yes	Yes	

Source: Cook County Assessor's Office November 2004

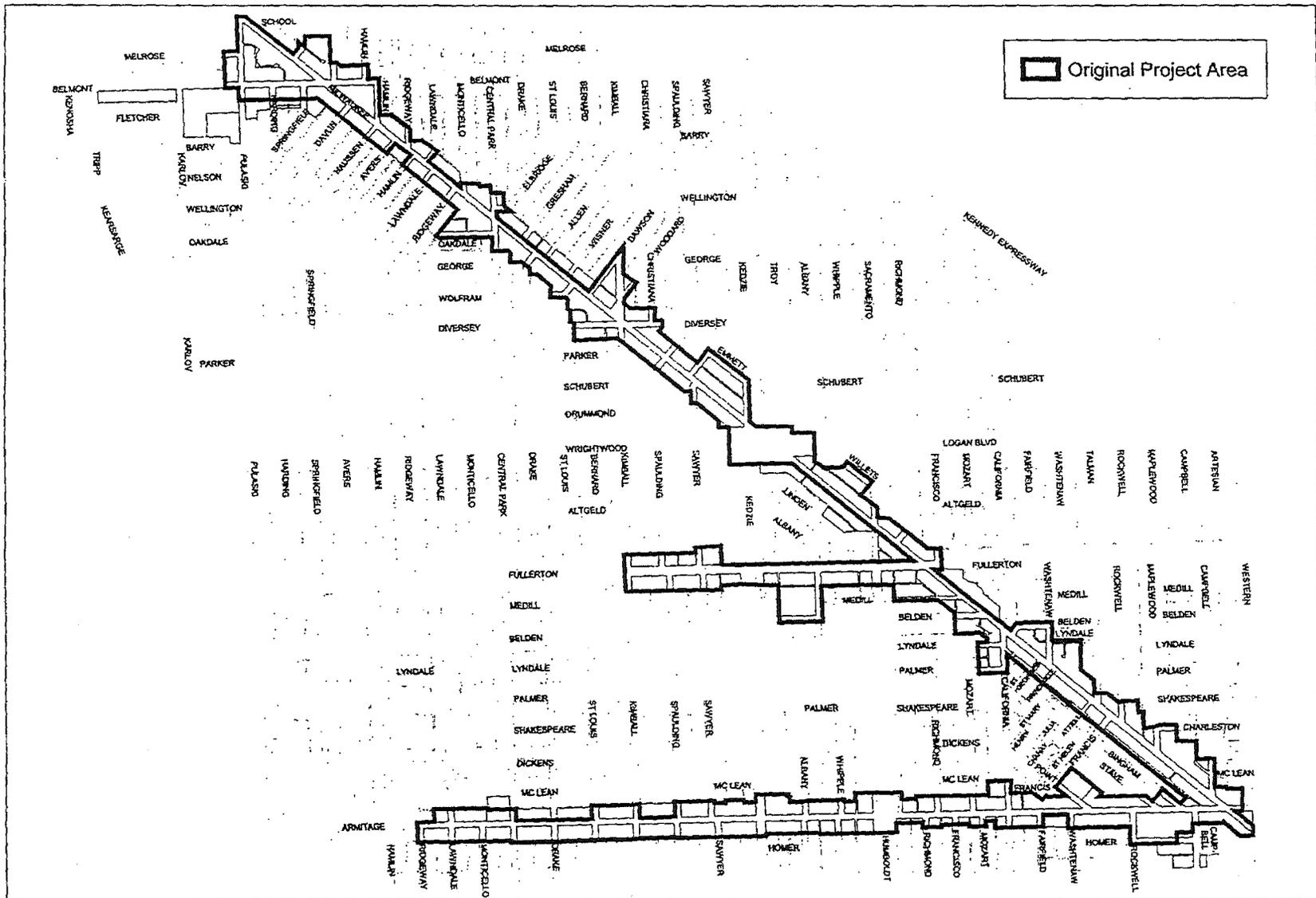
Table A-1 represents the most recent data available from the Cook County Assessor's Office as of November 2004. Based on information provided obtained from Cook County regarding the growth rate of equalized assessed value for the whole City over the last 5 years, the percent change in the EAV for the Amendment Area was less than the percent change for the City of Chicago in the years 1999, 2000 and 2002. Relative to the immediate surroundings, the Amendment Area has not experienced appropriate growth to the tax base or shown evidence of private investment, which increases the value of properties. Based on this evidence, lag in growth of EAV is a major contributing factor to the status of the Amendment Area as a conservation area..

### Conclusion

The Amendment Area qualifies as a conservation area according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

1. Age
2. Obsolescence
3. Deterioration of buildings and surface improvements
4. Excessive vacancies
5. Lack of community planning
6. Decline of the Amendment Area equalized assessed value at a rate greater than experienced by the remainder of the City for at least three of the last five years

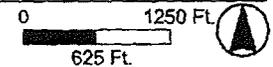
Each of these factors is present to a significant degree and distributed throughout the Amendment Area. Further, these factors act in combination with one another, reinforcing the negative affects of the other factors. For example, a property owner may be less likely to invest in maintenance for an obsolete building, which may leads to deterioration, which further inhibits investment. In turn, investment in neighboring properties is inhibited in this environment of decay. Therefore, while not every block exhibits every factor, the combination of the factors throughout the Amendment Area has significant impact. Due to the negative effect on the public safety and welfare caused by these factors, the Amendment Area is declared eligible as a conservation area. All of these characteristics point to the need for designation of the Amendment Area as a conservation area, to be followed by public intervention in order that redevelopment might occur.

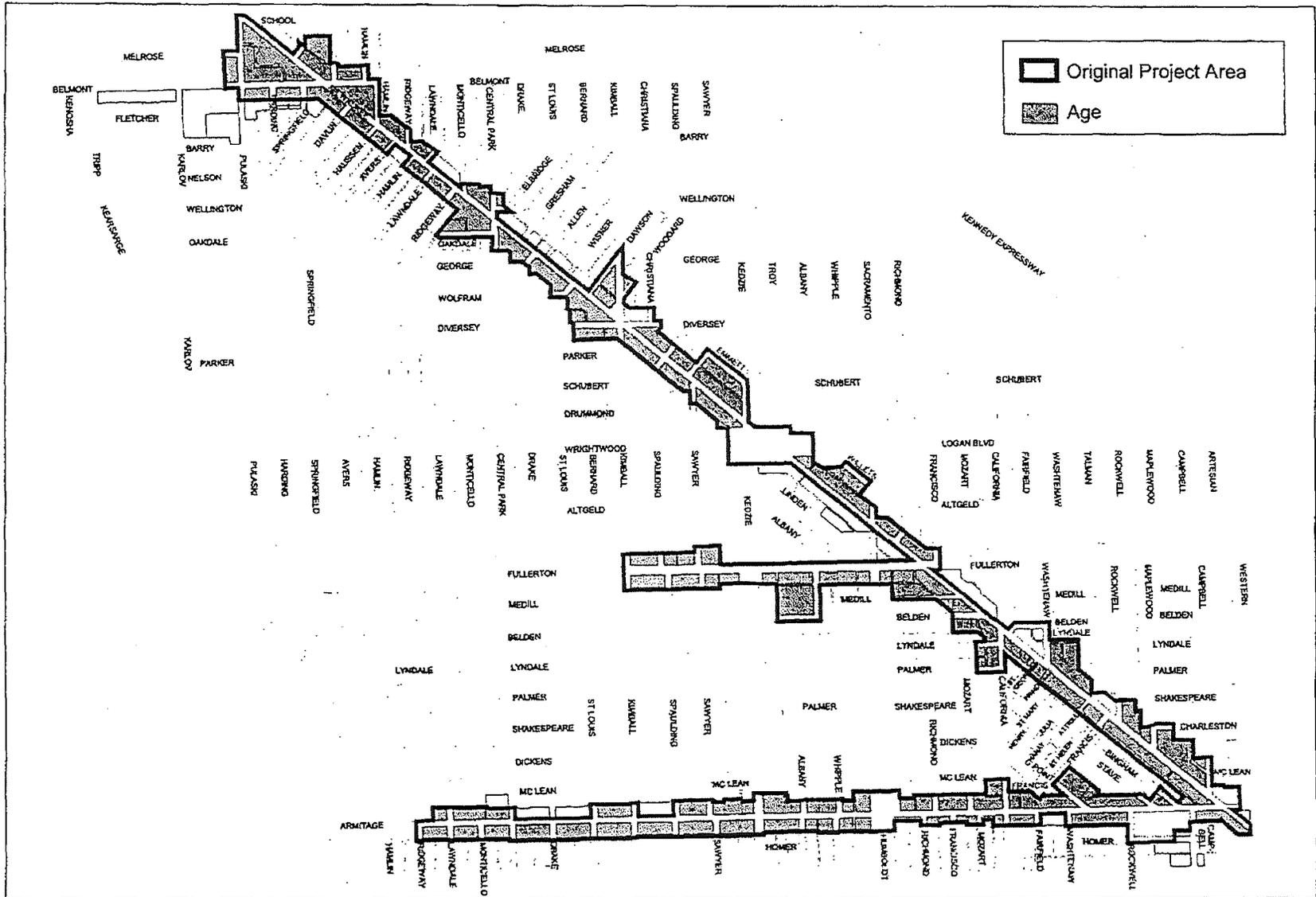


**Figure A-1: Original Project Area Boundaries**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

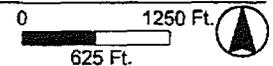


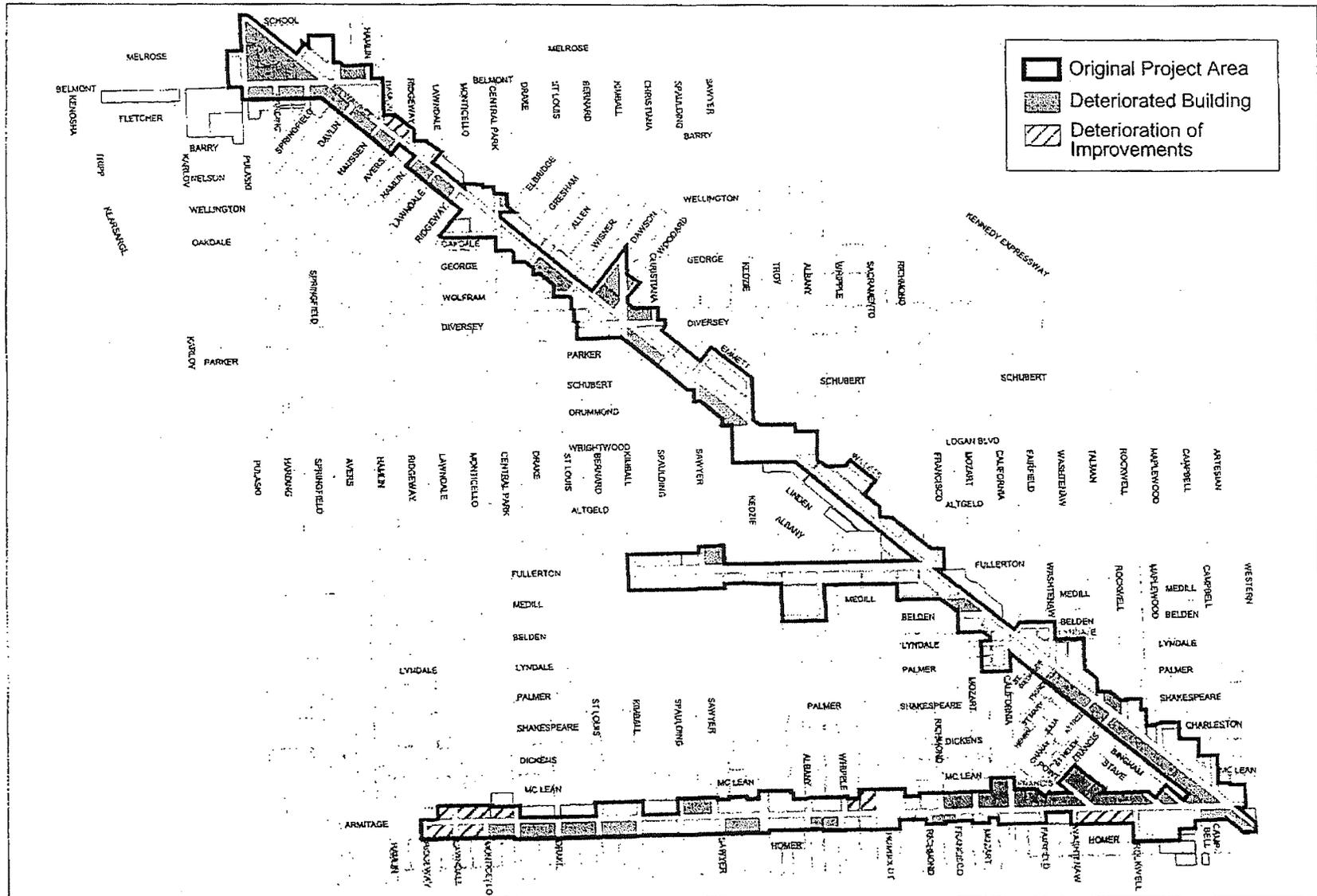


**Figure A-2: Original Project Area Blocks Exhibiting Age Characteristics**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

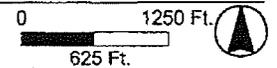


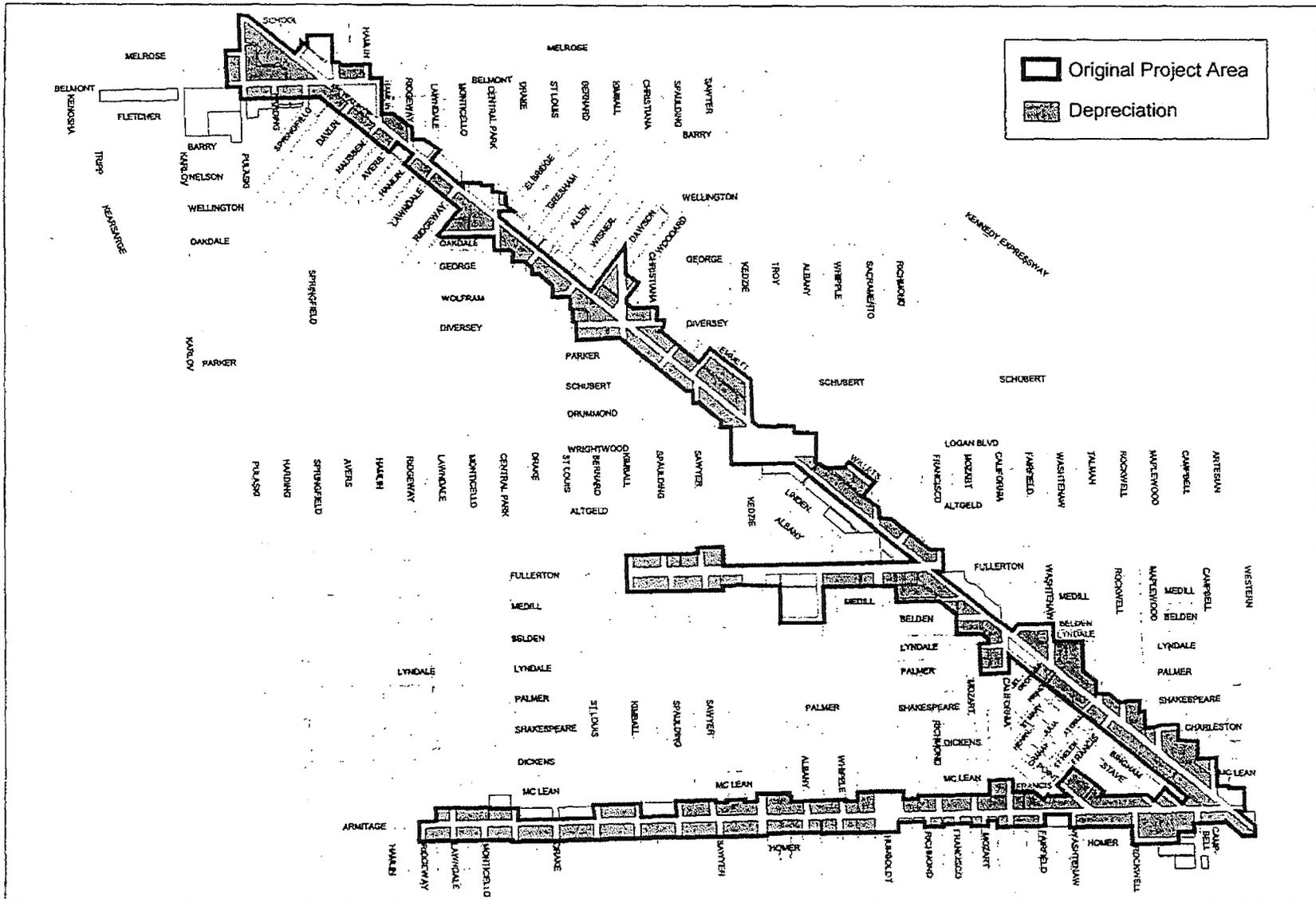


**Figure A-3: Original Project Area Blocks Exhibiting Deterioration Characteristics**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

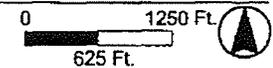




**Figure A-4: Original Project Area Blocks with Depreciation of Physical Maintenance**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



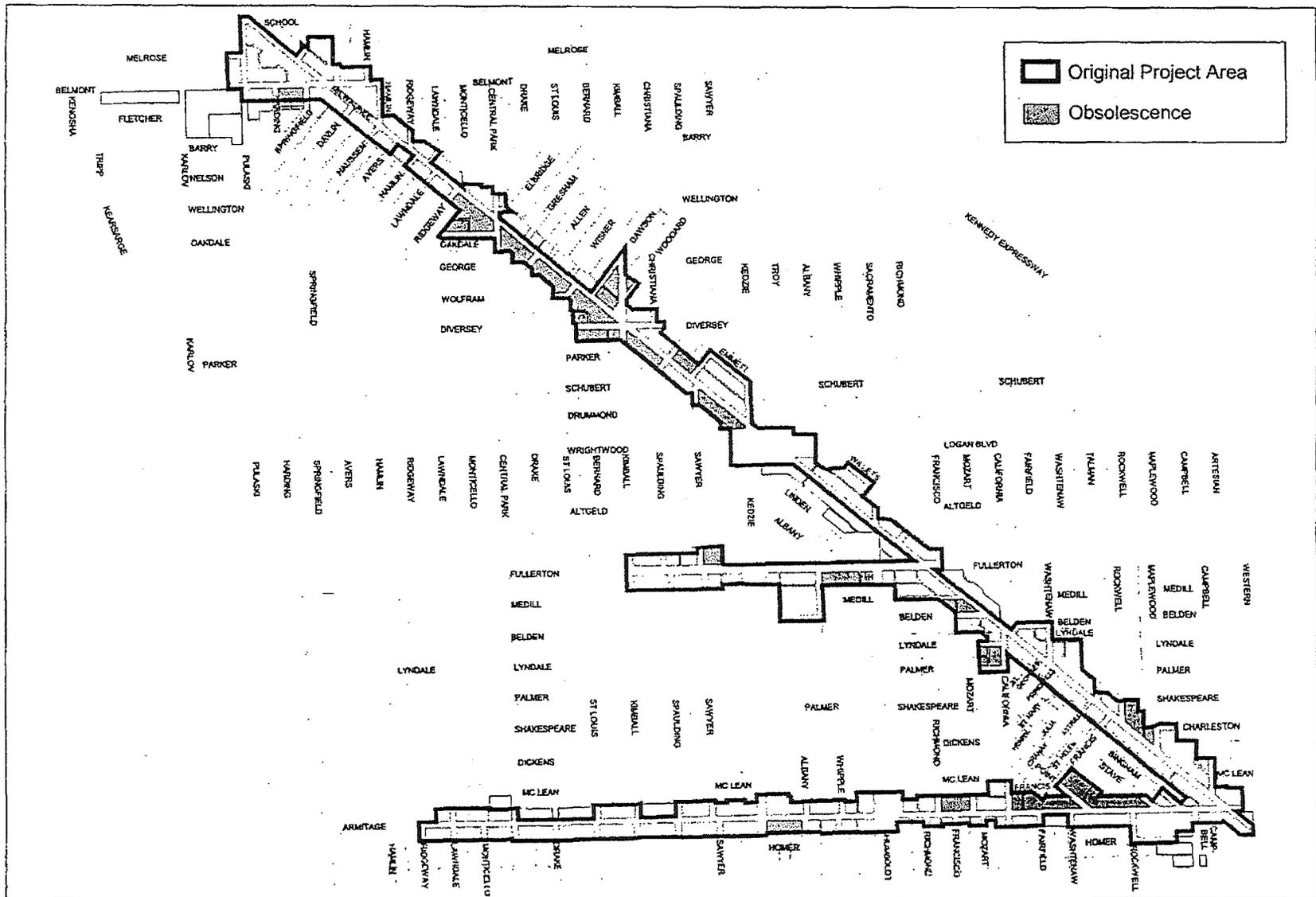
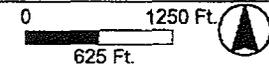


Figure A-5: Original Project Area Blocks with Obsolescence Characteristics

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



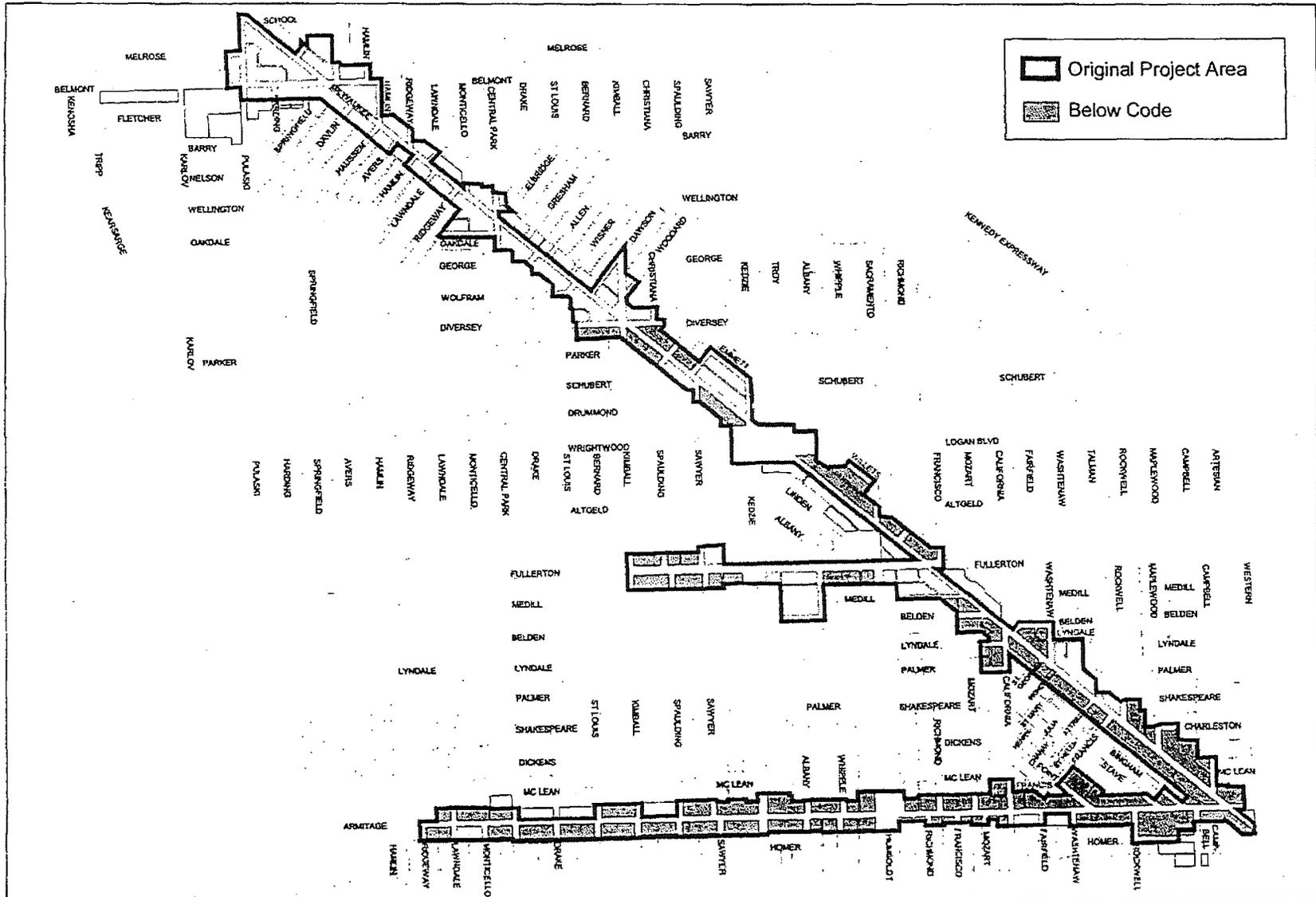
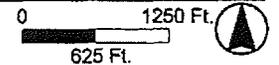


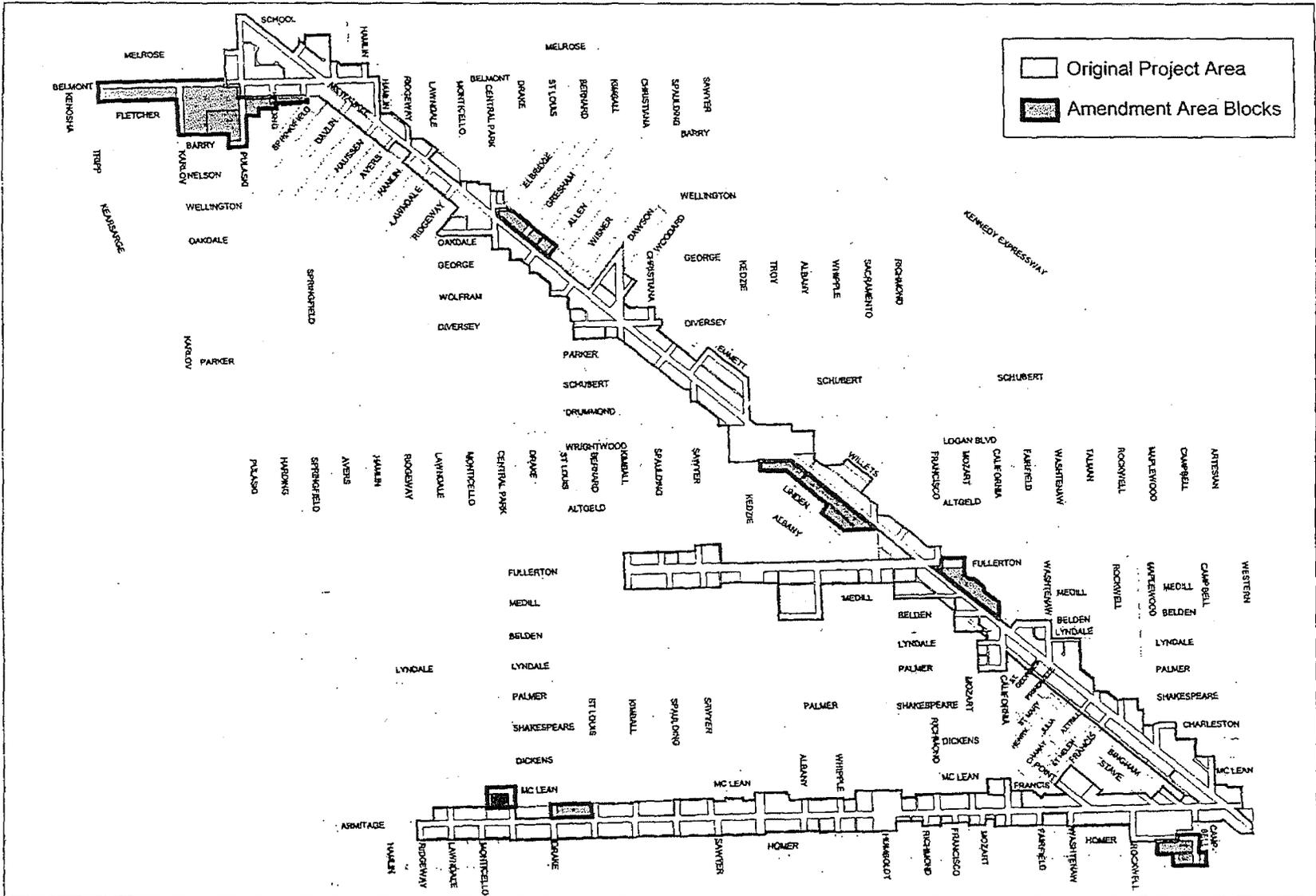
Figure A-6: Original Project Area Blocks with Presence of Structures Below Code Standards

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



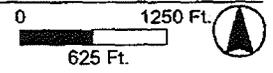




**Figure A-8: Amendment Area Boundaries**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



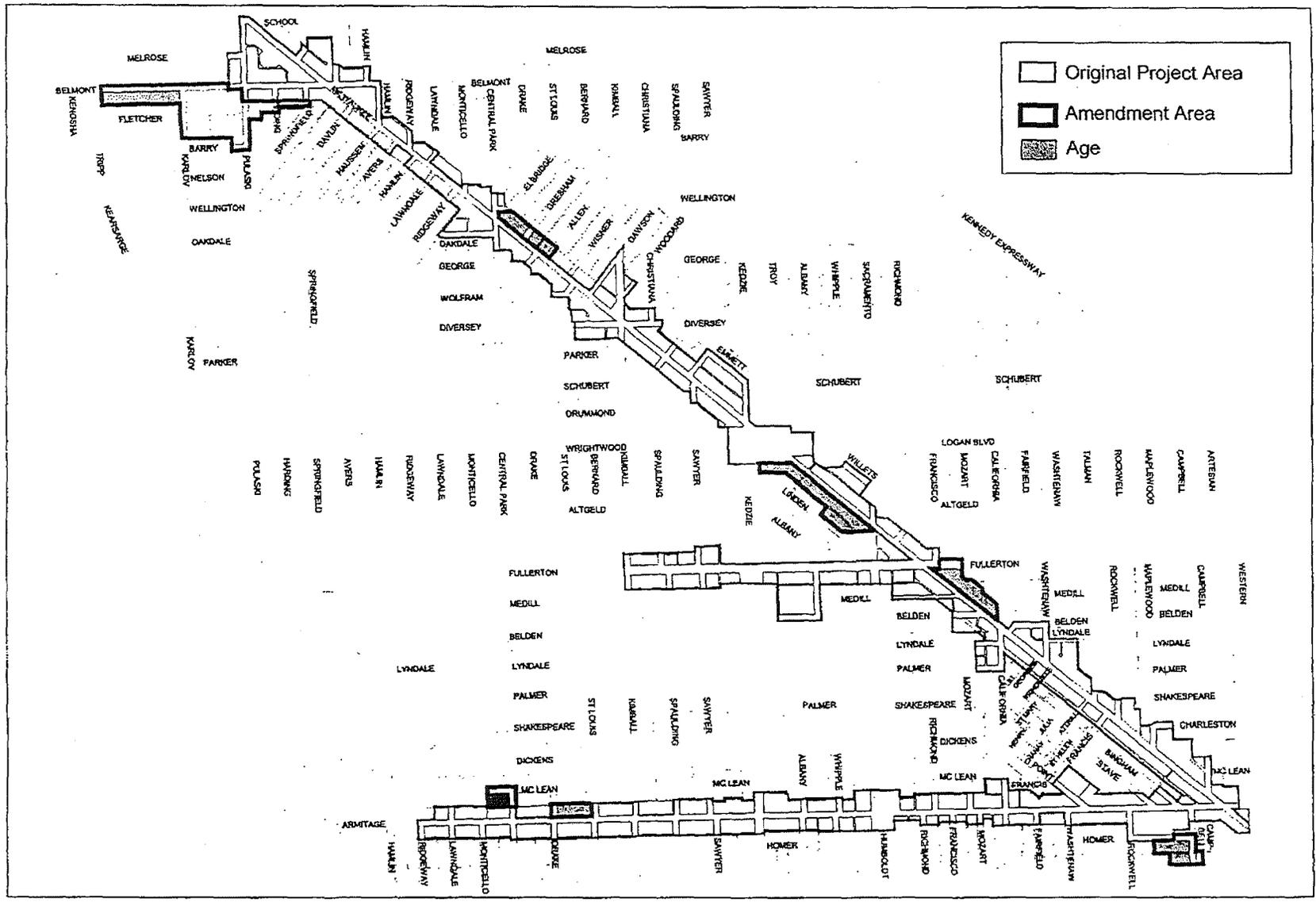
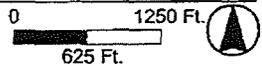
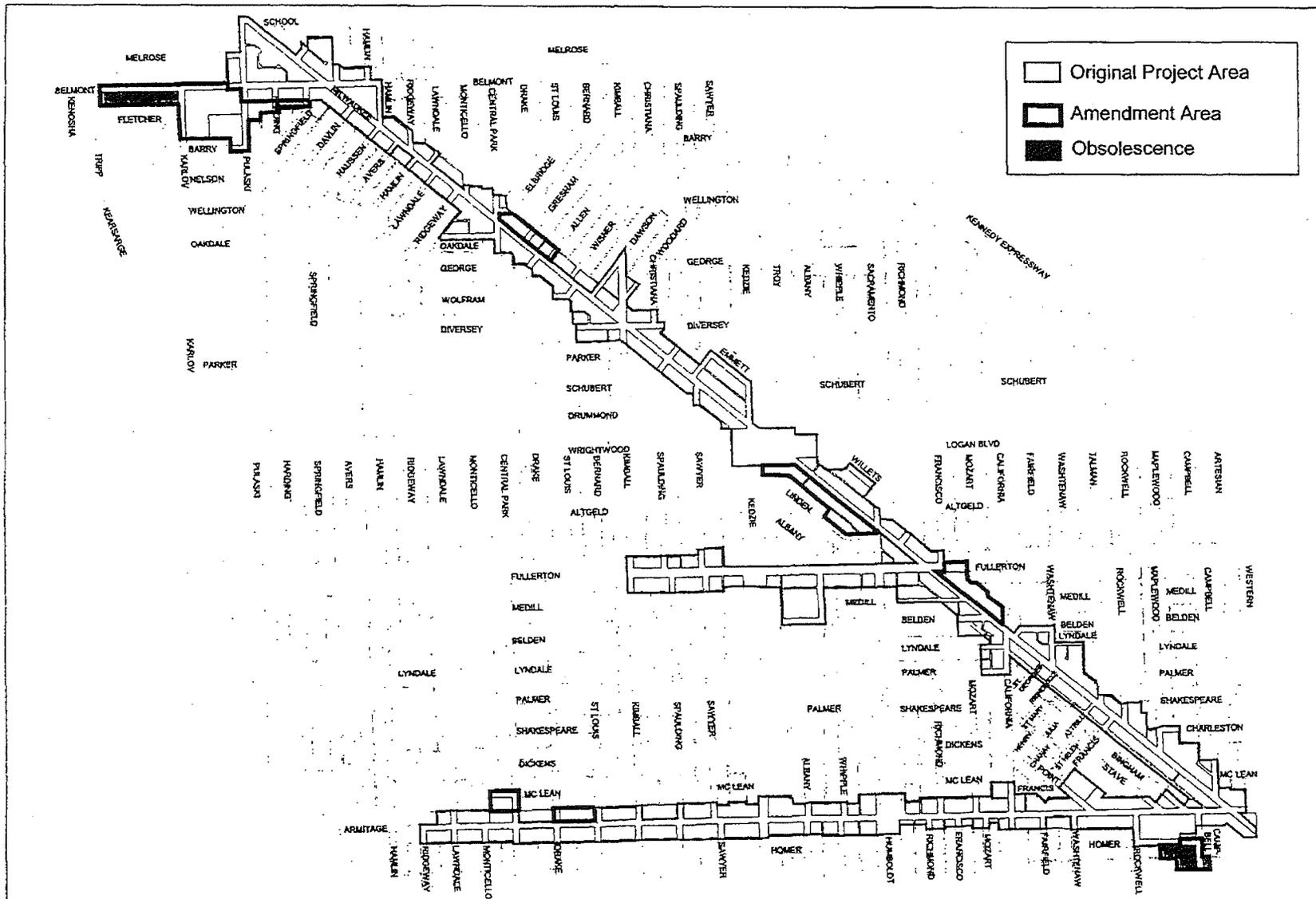


Figure A-9: Amendment Blocks Exhibiting Age Characteristics

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

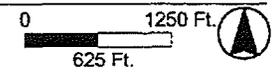


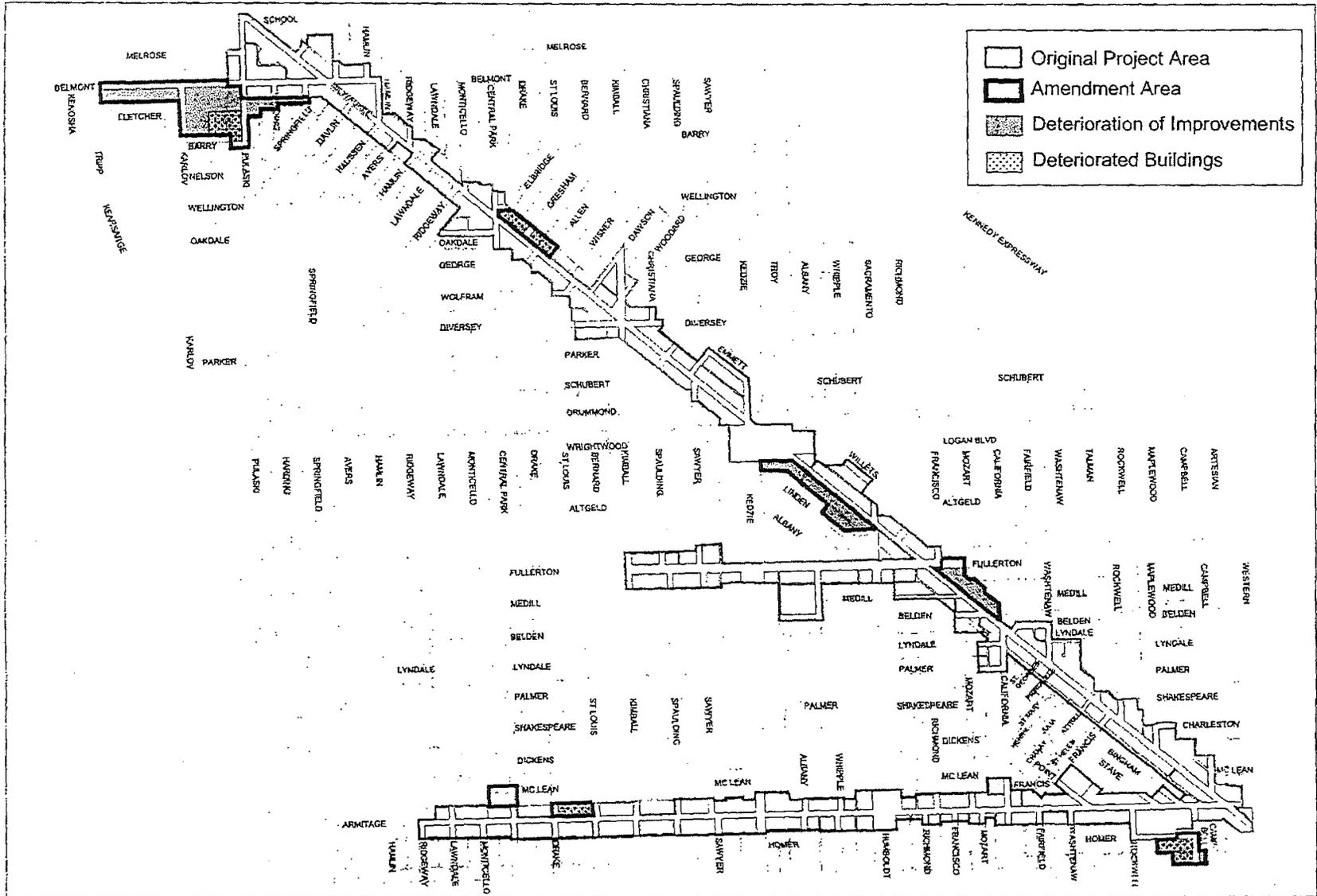


**Figure A-10: Amendment Blocks with Obsolescence Characteristics**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

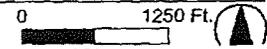


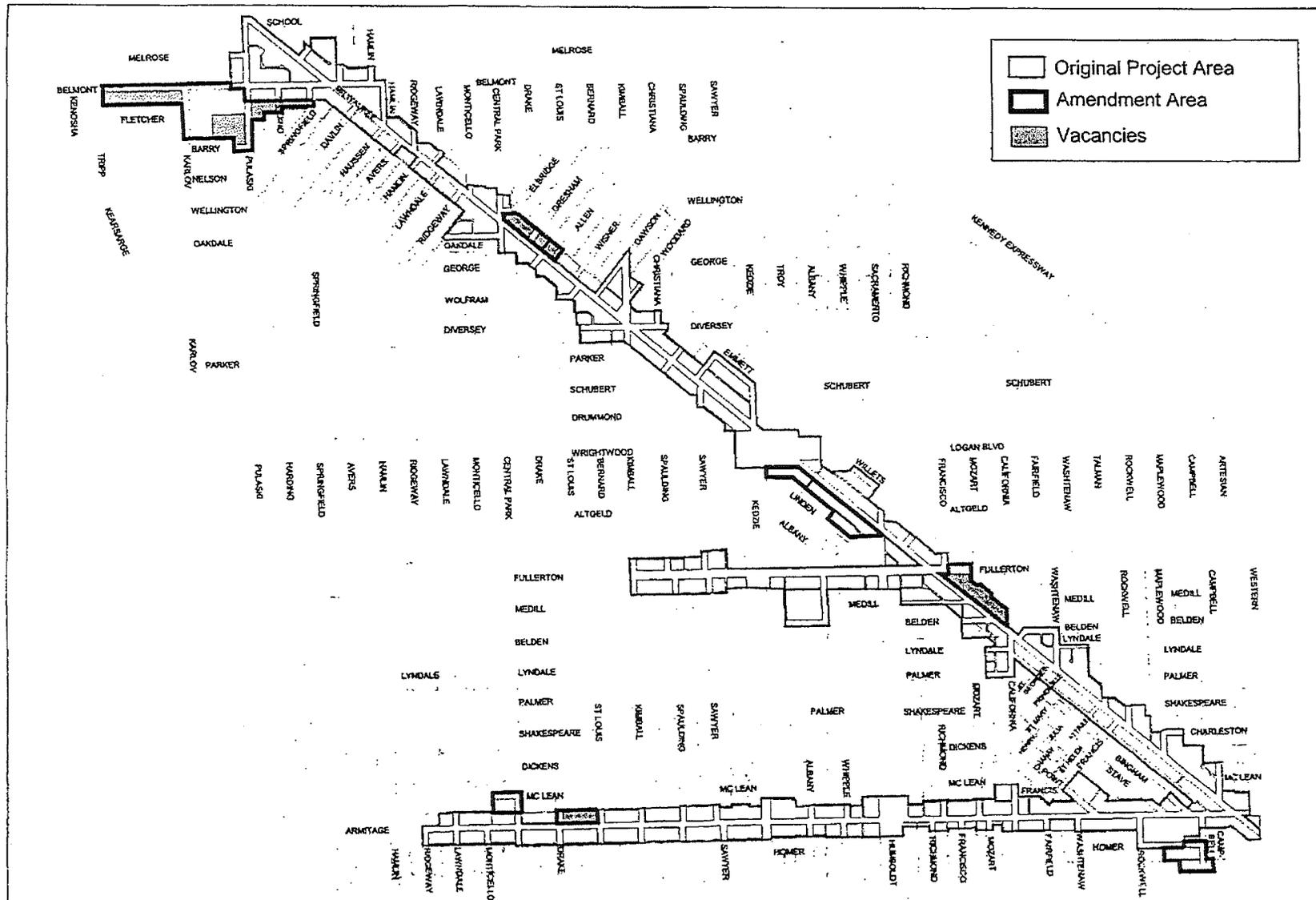


**Figure A-11: Amendment Blocks Exhibiting Deterioration Characteristics**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004

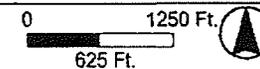




**Figure A-12: Amendment Blocks Exhibiting Excessive Vacancies**

Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



## APPENDIX B: LEGAL DESCRIPTION

1  
2  
3  
4

# LEGAL DESCRIPTION FOR FULLERTON/MILWAUKEE TIF DISTRICT

5  
6

## PARCEL 1

7 THAT PART OF SECTIONS 22, 23, 25, 26, 27, 35 AND 36, TOWNSHIP 40 NORTH,  
8 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO,  
9 COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

10  
11 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF  
12 AFORESAID SECTION 26 (INTERSECTION OF THE CENTER LINES OF WEST  
13 BELMONT AVENUE AND NORTH PULASKI ROAD); THENCE SOUTHWARD ALONG  
14 THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26, 166.00 FEET  
15 MORE OR LESS TO THE CENTER LINE OF A 16 FEET WIDE PUBLIC ALLEY,  
16 EXTENDED WEST (SOUTH OF WEST BELMONT AVENUE); THENCE EASTWARD  
17 ALONG SAID CENTER LINE OF VACATED ALLEY, 33 FEET TO THE EAST LINE OF  
18 SAID NORTH PULASKI ROAD FOR THE POINT OF BEGINNING;

19  
20 THENCE EASTWARD ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE  
21 WEST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTH ALONG THE SAID  
22 WEST LINE OF NORTH SPRINGFIELD AVENUE, 8.00 FEET TO THE NORTHEAST  
23 CORNER OF LOT 35 IN CHAS. SEEGER'S SUBDIVISION OF LOT 1 OF HAUSSSEN AND  
24 SEEGER'S ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26,  
25 1912 AS DOCUMENT NUMBER 23771; THENCE EASTWARD ACROSS SAID NORTH  
26 SPRINGFIELD AVENUE TO THE NORTHWEST CORNER OF LOT 11 IN AFORESAID  
27 CHAS. SEEGER'S SUBDIVISION; THENCE EASTWARD, 126.1 FEET MORE OR LESS  
28 TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTHEASTERLY ALONG  
29 THE SOUTHWESTERLY LINE OF A 16 FEET WIDE PUBLIC ALLEY TO THE  
30 NORTHWESTERLY LINE OF NORTH AVERS AVENUE; THENCE NORTHEASTERLY  
31 LONG THE NORTHWESTERLY LINE OF SAID NORTH AVERS AVENUE TO THE  
32 SOUTHWESTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE  
33 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTH  
34 MILWAUKEE AVENUE TO THE NORTHWESTERLY LINE OF NORTH HAMLIN  
35 AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF  
36 SAID NORTH HAMLIN AVENUE TO THE SOUTHWESTERLY LINE OF A 16 FEET  
37 WIDE AFORESAID PUBLIC ALLEY (SOUTHWESTERLY OF NORTH MILWAUKEE  
38 AVENUE); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 16  
39 FEET WIDE PUBLIC ALLEY TO THE NORTHWESTERLY LINE OF ANOTHER 16 FEET  
40 WIDE PUBLIC ALLEY; (SOUTHEASTERLY OF NORTH RIDGEWAY AVENUE); SAID  
41 POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 10 IN JOHN B.  
42 DAWSON'S SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF  
43 SAID SECTION 26; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY

44 LINE OF 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHWESTERLY LINE OF WEST  
45 OAKDALE AVENUE, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF  
46 LOT 22 OF AFORESAID JOHN B. DAWSON'S SUBDIVISION; THENCE  
47 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID WEST OAKDALE  
48 AVENUE TO THE NORTHEAST CORNER OF LOT 57 IN AFORESAID JOHN B.  
49 DAWSON'S SUBDIVISION; THENCE EASTWARD ALONG SOUTH LINE OF SAID  
50 WEST OAKDALE AVENUE TO THE WEST LINE OF NORTH CENTRAL PARK  
51 AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
52 CENTRAL PARK AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF A 16 FEET  
53 PUBLIC ALLEY SOUTH OF NORTH MILWAUKEE AVENUE; THENCE EASTWARD  
54 ACROSS SAID NORTH CENTRAL PARK AVENUE, ALONG THE SAID EXTENDED  
55 LINE TO THE NORTHWEST CORNER OF LOT 47 OF BLOCK 1 IN WM. E.  
56 HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION IN THE WEST HALF OF THE  
57 NORTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD ALONG THE  
58 NORTH LINE OF SAID LOT 47, 103.65 FEET TO THE NORTHEAST CORNER OF SAID  
59 LOT 47; THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF SAID LOT  
60 47, 27.1 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 47; THENCE  
61 SOUTHWARD ALONG THE EAST LINES OF LOTS 43, 44, 45, 46 AND 47 IN BLOCK 1  
62 OF SAID WM. E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION TO THE  
63 NORTH LINE OF LOT 17, EXTENDED WEST IN AFORESAID BLOCK 1; THENCE  
64 EASTWARD ALONG THE SAID NORTH LINE OF LOT 17 OF BLOCK 1, 120.8 FEET;  
65 THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF AFORESAID LOT 17,  
66 19.2 FEET MORE OR LESS TO THE WEST LINE OF NORTH DRAKE AVENUE; THENCE  
67 CONTINUING SOUTHEASTERLY ALONG THE PROLONGATION OF LAST  
68 DESCRIBED COURSE, ACROSS SAID NORTH DRAKE AVENUE TO THE EAST LINE  
69 OF SAID NORTH DRAKE AVENUE; THENCE SOUTHWARD ALONG EAST LINE OF  
70 SAID NORTH DRAKE AVENUE TO THE NORTHWEST CORNER OF LOT 28 OF BLOCK  
71 2 IN SAID WM. E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION; THENCE  
72 EASTWARD ALONG SAID NORTH LINE OF LOT 28, 76.1 FEET; THENCE  
73 SOUTHEASTERLY ALONG NORTHEASTERLY LINES OF LOTS 27 AND 28 OF SAID  
74 BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE CONTINUING  
75 SOUTHEASTERLY ALONG THE PROLONGATION OF LAST DESCRIBED COURSE,  
76 SAID PROLONGATION ALSO BEING THE NORTHEASTERLY LINES OF LOTS 19 AND  
77 20 OF SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 19 OF BLOCK 2;  
78 THENCE SOUTHWARD ALONG EAST LINE OF SAID LOT 19, EXTENDED SOUTH TO  
79 THE SOUTH LINE OF WEST WOLFRAM STREET; THENCE EASTWARD ALONG SAID  
80 SOUTH LINE OF WEST WOLFRAM STREET TO THE SOUTHWESTERLY LINE OF A 16  
81 FEET WIDE PUBLIC ALLEY (SOUTHWESTERLY OF NORTH MILWAUKEE AVENUE);  
82 THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF 16 FEET WIDE  
83 PUBLIC ALLEY TO THE WEST LINE OF SAID PUBLIC ALLEY; THENCE SOUTHWARD  
84 ALONG WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF  
85 ANOTHER 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST DIVERSEY AVENUE;  
86 THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 16 FEET WIDE PUBLIC  
87 ALLEY TO THE NORTHEAST CORNER OF LOT 27 IN BLOCK 3 IN AFORESAID WM. E.  
88 HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION; THENCE SOUTHWARD  
89 ALONG THE EAST LINE (EXTENDED SOUTH) OF SAID LOT 27 IN BLOCK 3 TO THE

90 SOUTH LINE OF WEST DIVERSEY AVENUE; THENCE EASTWARD ALONG THE  
91 SOUTH LINE OF SAID WEST DIVERSEY AVENUE TO THE WEST LINE OF A 14 FEET  
92 WIDE PUBLIC ALLEY (EAST OF NORTH ST. LOUIS AVENUE) IN THE EAST HALF OF  
93 THE WEST HALF OF THE SOUTHEAST QUARTER OF AFOREMENTIONED SECTION  
94 26; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID 14 FEET PUBLIC ALLEY  
95 TO THE NORTH LINE, EXTENDED WEST, OF LOT 36 OF BLOCK 1 OF STORY'S  
96 MILWAUKEE AVENUE SUBDIVISION OF THE NORTHEAST 15 ACRES OF THE WEST  
97 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD  
98 ALONG NORTH LINES OF LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48 OF  
99 BLOCK 1 OF SAID STORY'S MILWAUKEE AVENUE SUBDIVISION TO THE EAST  
100 LINE OF ANOTHER 14 FEET WIDE PUBLIC ALLEY WEST OF NORTH KIMBALL  
101 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID 14 FEET WIDE  
102 PUBLIC ALLEY TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 1 OF  
103 STORY'S MILWAUKEE AVENUE SUBDIVISION; THENCE EASTWARD ALONG  
104 NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF NORTH KIMBALL AVENUE,  
105 SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6 OF BLOCK 1 IN  
106 STORY'S MILWAUKEE AVENUE SUBDIVISION; THENCE SOUTHWARD ALONG  
107 WEST LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTHEASTERLY LINE OF  
108 LOT 17, EXTENDED NORTHWESTERLY, IN MILWAUKEE AND DIVERSEY  
109 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 AS  
110 DOCUMENT NUMBER 8339078; THENCE SOUTHEASTERLY ALONG SAID  
111 EXTENDED NORTHEASTERLY LINE OF LOT 17 TO THE MOST NORTHERN CORNER  
112 OF SAID LOT 17, SAID NORTHEASTERLY LINE OF LOT 17 IS ALSO BEING THE  
113 SOUTHWESTERLY LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE  
114 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 16 FEET WIDE  
115 PUBLIC ALLEY, EXTENDED SOUTHEASTERLY, TO THE NORTHEAST CORNER OF  
116 LOT 39 IN GARRETT'S THIRD LOGAN SQUARE SUBDIVISION OF PART OF LOT 2 IN  
117 GARRETT'S SUBDIVISION; THENCE EASTERLY ACROSS NORTH SPAULDING  
118 AVENUE TO THE SOUTHWESTERLY CORNER OF LOT 2 IN GARRETT'S  
119 SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
120 SECTION 26; THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINE OF SAID  
121 LOT 2 TO THE NORTH LINE OF LOT 1 IN GARRETT'S SUBDIVISION OF LOT 1 AND  
122 THE NORTH 20 FEET OF LOT 2 IN HITT AND OTHER'S SUBDIVISION, SAID POINT IS  
123 120.40 FEET EAST OF NORTHWEST CORNER OF SAID LOT 1; THENCE EASTWARD  
124 ALONG THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF NORTH SAWYER  
125 AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH SAWYER  
126 AVENUE TO THE SOUTH LINE OF THE NORTH 5 FEET OF LOT 5 IN AFORESAID  
127 GARRETT'S SUBDIVISION OF LOT 1 AND THE NORTH 20 FEET OF LOT 2 IN HITT  
128 AND OTHER'S SUBDIVISION; THENCE EASTWARD ACROSS SAID NORTH SAWYER  
129 AVENUE TO THE MOST NORTHERN CORNER OF LOT 23 IN HITT AND OTHER'S  
130 SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF EAST HALF OF THE SOUTHEAST  
131 QUARTER OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG THE  
132 SOUTHWESTERLY LINE OF A 16 FEET WIDE ALLEY SOUTHWESTERLY OF NORTH  
133 MILWAUKEE AVENUE, TO THE EAST LINE OF LOT 4 IN THE RESUBDIVISION OF  
134 LOT 28 TO 30 OF BLOCK 3 IN HITT AND OTHER'S SUBDIVISION; THENCE  
135 SOUTHWARD ALONG THE EAST LINE OF SAID LOT 4, EXTENDED SOUTH, TO THE

136 NORTH LINE OF LOT 1 IN HIMES AND FRANK'S RESUBDIVISION OF LOT 31 AND 32  
137 OF BLOCK 3 IN HITT AND OTHER'S SUBDIVISION; THENCE EASTWARD ALONG  
138 THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1;  
139 THENCE SOUTHWARD ALONG EAST LINES OF LOTS 1, 2, 3, 4, 5 AND 6 IN  
140 AFORESAID HIMES AND FRANK'S RESUBDIVISION TO THE SOUTHEAST CORNER  
141 OF SAID LOT 6; THENCE CONTINUING SOUTHWARD ACROSS WEST WRIGHTWOOD  
142 AVENUE TO THE NORTHEAST CORNER OF LOT 1 IN KITTNER'S SUBDIVISION OF  
143 THE NORTH HALF OF LOT 1 OF BLOCK 6 IN HITT AND OTHER'S SUBDIVISION;  
144 THENCE SOUTHWARD ALONG THE EAST LINES OF LOTS 1, 2 AND 3 IN SAID  
145 KITTNER'S SUBDIVISION TO THE SOUTHEAST CORNER OF SAID LOT 3 OF  
146 KITTNER'S SUBDIVISION; THENCE CONTINUING SOUTHWARD ALONG EAST  
147 LINES OF LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE SOUTH HALF OF LOT 1 OF  
148 BLOCK 6 IN HITT AND OTHER'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH  
149 5 FEET OF SAID LOT 3; THENCE EASTWARD ALONG THE SAID SOUTH LINE OF  
150 NORTH 5 FEET, (EXTENDED EAST), OF SAID LOT 3 TO THE WEST LINE OF NORTH  
151 KEDZIE AVENUE, SAID POINT BEING 125 FEET WEST OF THE EAST LINE OF THE  
152 SOUTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD ACROSS THE  
153 250 FEET WIDE SAID NORTH KEDZIE AVENUE TO THE NORTHWEST CORNER OF  
154 LOT 13 OF BLOCK 2 IN SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S  
155 DIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1885 AS  
156 DOCUMENT NUMBER 637899; THENCE SOUTH ALONG THE EAST LINE OF NORTH  
157 KEDZIE AVENUE TO THE SOUTH LINE OF A PUBLIC ALLEY, NORTH OF WEST  
158 LINDEN PLACE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID PUBLIC  
159 ALLEY TO A BEND POINT; THENCE CONTINUING SOUTHEASTERLY ALONG AND  
160 BY FOLLOWING THE SOUTHWESTERLY LINE OF SAID PUBLIC ALLEY TO THE  
161 MOST EASTERLY CORNER OF LOT 38 OF BLOCK 1 IN SAID SUBDIVISION OF LOTS 4  
162 AND 6 IN COUNTY CLERK'S DIVISION; THENCE SOUTHWESTERLY ALONG  
163 SOUTHEASTERLY LINE OF SAID LOT 38 TO THE NORTHEASTERLY LINE OF NORTH  
164 LINDEN PLACE; THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF  
165 SAID NORTH LINDEN PLACE TO THE MOST SOUTHERN CORNER OF LOT 50 OF  
166 BLOCK 1 IN SAID SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S DIVISION;  
167 THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID LOT 50 TO  
168 THE NORTH LINE OF WEST LINDEN PLACE; THENCE EASTWARD ALONG THE  
169 NORTH LINE OF SAID WEST LINDEN PLACE TO THE WEST LINE OF NORTH  
170 SACRAMENTO AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH  
171 SACRAMENTO AVENUE TO THE SOUTHWESTERLY LINE OF NORTH MILWAUKEE  
172 AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE,  
173 EXTENDED SOUTHEASTERLY, OF SAID NORTH MILWAUKEE AVENUE TO THE  
174 NORTH LINE OF WEST FULLERTON AVENUE SAID POINT ALSO BEING THE MOST  
175 EASTERN CORNER OF LOT 17 IN THE SUBDIVISION OF BLOCK 6 IN GEORGE A.  
176 SEAVERN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY  
177 23, 1889AS DOCUMENT NUMBER 1132552; THENCE WESTWARD ALONG THE  
178 NORTH LINE OF SAID WEST FULLERTON AVENUE TO THE EAST LINE OF NORTH  
179 SACRAMENTO AVENUE; THENCE CONTINUING WESTWARD ACROSS SAID NORTH  
180 SACRAMENTO AVENUE TO THE SOUTHEAST CORNER OF LOT 37 OF BLOCK 2 IN  
181 INGHAM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH

182 19, 1873 AS DOCUMENT NUMBER 88703; THENCE CONTINUING WESTWARD ALONG  
183 THE NORTH LINE OF WEST FULLERTON AVENUE TO THE MOST SOUTHERN  
184 CORNER OF LOT 1 IN CARRIE B. GILBERT'S SUBDIVISION ACCORDING TO THE  
185 PLAT THEREOF RECORDED APRIL 4, 1906 AS DOCUMENT NUMBER 3841277;  
186 THENCE WESTWARD ACROSS NORTH ALBANY AVENUE TO THE SOUTHEAST  
187 CORNER OF LOT 40 OF BLOCK 5 IN THE SUBDIVISION OF LOTS 4 AND 6 IN  
188 COUNTY CLERK'S DIVISION, RECORDED JULY 7, 1885 AS DOCUMENT NUMBER  
189 637899, SAID POINT ALSO BEING ON THE NORTH LINE OF WEST FULLERTON  
190 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF SAID WEST  
191 FULLERTON AVENUE TO THE SOUTHWEST CORNER OF LOT 24 OF BLOCK 5 IN  
192 AFORESAID SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S DIVISION;  
193 THENCE WESTWARD ACROSS SAID NORTH KEDZIE AVENUE TO THE SOUTHEAST  
194 CORNER OF LOT 23 OF BLOCK 7 IN HITT AND OTHER'S SUBDIVISION OF 39 ACRES  
195 ON THE EAST SIDE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
196 SECTION 26; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 23 TO  
197 THE SOUTHWEST CORNER OF SAID LOT 23, SAID SOUTHWEST CORNER IS ALSO  
198 ON EAST LINE OF 20 FEET WIDE PUBLIC ALLEY, WEST OF NORTH KEDZIE  
199 AVENUE; THENCE NORTHWARD ALONG THE EAST LINE OF SAID 20 FEET WIDE  
200 PUBLIC ALLEY TO THE NORTH LINE, (EXTENDED EAST), OF ANOTHER 16 FEET  
201 WIDE PUBLIC ALLEY NORTH OF WEST FULLERTON AVENUE; THENCE  
202 WESTWARD ALONG THE NORTH LINE EXTENDED WEST, OF SAID 16 FEET WIDE  
203 PUBLIC ALLEY TO THE WEST LINE OF NORTH SAWYER AVENUE; THENCE  
204 SOUTHWARD ALONG THE WEST LINE OF SAID NORTH SAWYER AVENUE TO THE  
205 SOUTHEAST CORNER OF LOT 2 IN J. FUERMAN'S SUBDIVISION OF LOTS 16 TO 22  
206 OF BLOCK 8 IN HITT AND OTHER'S SUBDIVISION; THENCE WESTWARD ALONG  
207 THE SOUTH LINE OF SAID LOT 2, 111.5 FEET TO A BEND POINT IN SOUTH LINE OF  
208 SAID LOT 2; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID  
209 LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 IN AFORESAID J. FUERMAN'S  
210 SUBDIVISION; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 1,  
211 EXTENDED WEST TO THE WEST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST OF  
212 NORTH SAWYER AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
213 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 137 IN  
214 DEZENG'S LOGAN SQUARE SUBDIVISION OF LOT 3 IN GARRETT'S SUBDIVISION;  
215 THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 137 TO THE  
216 SOUTHWEST CORNER OF SAID LOT 137; THENCE WESTWARD ACROSS NORTH  
217 SPAULDING AVENUE TO THE SOUTHEAST CORNER OF LOT 66 IN AFORESAID  
218 DEZENG'S LOGAN SQUARE SUBDIVISION; THENCE WESTWARD ALONG THE  
219 SOUTH LINE OF SAID LOT 66 TO THE SOUTHWEST CORNER OF SAID LOT 66;  
220 THENCE CONTINUING WESTWARD ACROSS THE 16 FEET WIDE PUBLIC ALLEY,  
221 WEST OF NORTH SPAULDING AVENUE TO THE SOUTHEAST CORNER OF LOT 53 IN  
222 AFORESAID DEZENG'S LOGAN SQUARE SUBDIVISION; THENCE CONTINUING  
223 WESTWARD ALONG THE SOUTH LINE OF SAID LOT (EXTENDED WEST) TO THE  
224 WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTHWARD ALONG WEST  
225 LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF WEST  
226 FULLERTON AVENUE; THENCE CONTINUING SOUTHWARD ACROSS WEST  
227 FULLERTON AVENUE TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 1 IN

228 ALLPORT'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
229 PAGE 185 IN BOOK 7; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
230 NORTH KIMBALL AVENUE TO THE SOUTH LINE, (EXTENDED WEST), OF A 16 FEET  
231 WIDE PUBLIC ALLEY, (SOUTH OF WEST FULLERTON AVENUE AND ON EAST SIDE  
232 OF SAID NORTH KIMBALL AVENUE); THENCE EASTWARD ALONG SOUTH LINE  
233 (EXTENDED EAST AND WEST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST  
234 LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY, WEST OF NORTH KEDZIE  
235 AVENUE; THENCE NORTHWARD ALONG SAID EAST LINE OF 16 FEET WIDE  
236 PUBLIC ALLEY TO THE NORTHWEST CORNER OF LOT 3 OF BLOCK 1 IN C. N.  
237 SHIPMAN, W. A. BILL AND N. A. MERRILL'S SUBDIVISION OF THE EAST HALF OF  
238 THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EASTWARD ALONG  
239 THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3;  
240 THENCE CONTINUING EASTWARD ACROSS NORTH KEDZIE AVENUE TO THE  
241 NORTHWEST CORNER OF LOT 6 OF BLOCK 1 IN BLANCHARD'S SUBDIVISION OF  
242 THAT PART OF THE NORTH 22 RODS OF THE NORTHWEST QUARTER OF SAID  
243 SECTION 36; THENCE EASTWARD ALONG THE NORTH LINE OF SAID LOT 6 TO THE  
244 WEST LINE OF A 16 FEET WIDE PUBLIC ALLEY EAST OF SAID NORTH KEDZIE  
245 AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6;  
246 THENCE SOUTHWARD ALONG THE WEST LINE, (EXTENDED SOUTH), OF SAID 16  
247 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF WEST BELDEN AVENUE;  
248 THENCE EASTWARD ALONG THE SOUTH LINE OF SAID WEST BELDEN AVENUE  
249 TO THE EAST LINE, EXTENDED SOUTH, OF NORTH ALBANY AVENUE; THENCE  
250 NORTHWARD ALONG SAID (EXTENDED SOUTH) EAST LINE OF NORTH ALBANY  
251 AVENUE TO THE SOUTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST  
252 FULLERTON AVENUE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 16  
253 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF ANOTHER 16 FEET WIDE PUBLIC  
254 ALLEY WEST OF NORTH SACRAMENTO AVENUE; THENCE NORTHWARD ALONG  
255 THE EAST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
256 THE SOUTH 11.00 FEET OF LOT 6 IN BLOCK 2 IN AFORESAID BLANCHARD'S  
257 SUBDIVISION; THENCE EASTWARD ALONG SAID NORTH LINE OF THE SOUTH  
258 11.00 FEET OF LOT 6 TO THE EAST LINE OF SAID LOT 6; THENCE CONTINUING  
259 EASTWARD ACROSS SAID NORTH SACRAMENTO AVENUE TO THE NORTHWEST  
260 CORNER OF LOT 7 IN BLOCK 3 IN THE SUBDIVISION OF LOTS 13 AND 14 IN JOHN  
261 MCGOVERN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
262 AUGUST 24, 1872 AS DOCUMENT NUMBER 51791; THENCE EASTWARD ALONG THE  
263 NORTH LINE OF SAID LOT 7 IN BLOCK 3 TO THE NORTHEAST CORNER OF SAID  
264 LOT 7 IN BLOCK 3, SAID POINT IS ALSO ON WEST LINE OF 16 FEET WIDE PUBLIC  
265 ALLEY, EAST OF NORTH SACRAMENTO AVENUE; THENCE SOUTHWARD ALONG  
266 THE WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY, EXTENDED SOUTH, TO  
267 THE SOUTH LINE OF WEST MEDILL AVENUE; THENCE EASTWARD ALONG THE  
268 SOUTH LINE OF SAID WEST MEDILL AVENUE TO THE SOUTHWESTERLY RIGHT OF  
269 WAY LINE OF CHICAGO TRANSIT AUTHORITY RAILROAD, SOUTHWESTERLY OF  
270 NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG THE  
271 SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO TRANSIT AUTHORITY  
272 RAILROAD TO THE NORTH LINE OF WEST BELDEN AVENUE; THENCE  
273 SOUTHWARD ACROSS SAID WEST BELDEN AVENUE TO THE NORTHWEST

274 CORNER OF LOT 5 IN M. MOORE'S SUBDIVISION OF LOT 19 IN JOHN MCGOVERN'S  
275 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1886  
276 AS DOCUMENT NUMBER 765587; THENCE SOUTHWARD ALONG THE WEST LINE  
277 OF SAID LOT 5 TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EASTWARD  
278 ALONG THE SOUTH LINES OF LOTS 5, 4, 3, 2 AND 1 IN AFORESAID M. MOORE'S  
279 SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 1 IN SAID M. MOORE'S  
280 SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST LINE (EXTENDED SOUTH)  
281 OF SAID LOT 1 IN M. MOORE'S SUBDIVISION TO THE NORTH LINE OF LOT 28 OF  
282 BLOCK 1 IN J. JOHNSTON JR.'S SUBDIVISION ACCORDING TO THE PLAT THEREOF  
283 RECORDED NOVEMBER 28, 1881 AS DOCUMENT NUMBER 361265; THENCE  
284 EASTWARD ALONG THE NORTH LINES OF LOTS 28, 29 30, 31, 32, 33 AND 34 OF  
285 BLOCK 1 IN SAID J. JOHNSTON JR.'S SUBDIVISION TO THE SOUTHWESTERLY  
286 RIGHT OF WAY LINE OF AFORESAID CHICAGO TRANSIT AUTHORITY RAILROAD;  
287 THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE  
288 OF SAID CHICAGO TRANSIT AUTHORITY RAILROAD TO THE NORTH LINE OF  
289 WEST LYNDALE STREET; THENCE WESTWARD ALONG THE NORTH LINE OF SAID  
290 WEST LYNDALE STREET TO THE EAST LINE (EXTENDED NORTH) OF THE WEST  
291 0.11 FEET OF LOT 33 OF BLOCK 2 IN AFORESAID J. JOHNSTON JR.'S SUBDIVISION;  
292 THENCE SOUTHWARD ALONG THE EAST LINE OF THE WEST 0.11 FEET OF SAID  
293 LOT 33 OF BLOCK 2 TO THE NORTH LINE OF 16 FEET WIDE PUBLIC ALLEY. SOUTH  
294 OF WEST LYNDALE STREET; THENCE CONTINUING SOUTHWARD ACROSS SAID 16  
295 FEET WIDE PUBLIC ALLEY TO THE NORTHEAST CORNER OF LOT 50 OF BLOCK 2  
296 IN AFORESAID J. JOHNSTON JR.'S SUBDIVISION; THENCE SOUTHWARD ALONG  
297 THE EAST LINE (EXTENDED SOUTH) OF SAID LOT 50 OF BLOCK 2 TO THE SOUTH  
298 LINE OF WEST PALMER STREET; THENCE EASTWARD ALONG THE SOUTH LINE  
299 (EXTENDED EAST) OF SAID WEST PALMER STREET TO THE EAST LINE OF 66 FEET  
300 WIDE NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG THE EAST  
301 LINE OF SAID NORTH CALIFORNIA AVENUE TO THE SOUTHWESTERLY RIGHT OF  
302 WAY LINE OF CHICAGO TRANSIT AUTHORITY RAILROAD, SOUTHWESTERLY OF  
303 NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY BY FOLLOWING THE  
304 SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO TRANSIT AUTHORITY  
305 RAILROAD TO THE SOUTHEASTERLY LINE OF LOT 138 IN WHITE AND COLE'S  
306 RESUBDIVISION OF BLOCK 1 OF S. STAVE'S SUBDIVISION RECORDED IN BOOK 173  
307 PAGE 18; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID  
308 LOT 138 TO THE NORTHEASTERLY LINE OF NORTH BINGHAM STREET, SAID POINT  
309 IS ALSO THE MOST SOUTHERN CORNER OF SAID LOT 138; THENCE  
310 NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID NORTH BINGHAM  
311 STREET TO THE MOST SOUTHERN CORNER OF LOT 107 IN SAID WHITE AND  
312 COLE'S RESUBDIVISION; THENCE SOUTHWESTERLY ACROSS SAID NORTH  
313 BINGHAM STREET TO THE MOST EASTERN CORNER OF LOT 106 IN SAID WHITE  
314 AND COLE'S RESUBDIVISION; THENCE CONTINUING SOUTHWESTERLY ALONG  
315 THE SOUTHEASTERLY LINE OF SAID LOT 106 TO THE NORTHEASTERLY LINE OF  
316 NORTH STAVE STREET, SAID POINT IS ALSO THE MOST SOUTHERN CORNER OF  
317 SAID LOT 106; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF  
318 SAID NORTH STAVE STREET TO THE SOUTH LINE (EXTENDED EAST) OF A 16 FEET  
319 WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD

320 ALONG THE SOUTH LINE (EXTENDED EAST) OF SAID PUBLIC ALLEY ACROSS SAID  
321 NORTH STAVE STREET TO THE SOUTHEASTERLY LINE OF LOT 12 IN GRAY AND A  
322 DAM'S SUBDIVISION OF LOTS 1 TO 9 AND 28 TO 30 OF BLOCK 4 IN S. STAVE'S  
323 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1881 AS  
324 DOCUMENT NUMBER 342922; THENCE NORTHEASTERLY ALONG THE  
325 SOUTHEASTERLY LINE OF SAID LOT 12 TO THE MOST EASTERN CORNER OF SAID  
326 LOT 12; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID  
327 LOT 12 TO THE MOST NORTHERN CORNER OF SAID LOT 12, SAID CORNER IS ALSO  
328 THE MOST EASTERN CORNER OF LOT 27 OF BLOCK 4 IN S. STAVE'S SUBDIVISION  
329 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 85 PAGE 19; THENCE  
330 CONTINUING NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF LOTS 27,  
331 26, 25, 24, 23, 22, 21, 20 AND 19 OF BLOCK 4 IN SAID S. STAVE'S SUBDIVISION TO  
332 THE SOUTHEASTERLY LINE OF WEST FRANCES PLACE, SAID POINT ALSO BEING  
333 THE MOST NORTHERN CORNER OF SAID LOT 19; THENCE SOUTHWESTERLY  
334 ALONG THE SOUTHEASTERLY LINE (EXTENDED SOUTHWESTERLY) OF SAID  
335 WEST FRANCES PLACE TO THE SOUTHWESTERLY LINE OF NORTH POINT STREET;  
336 THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH POINT  
337 STREET TO THE MOST EASTERN CORNER OF LOT 20 OF BLOCK 7 IN AFORESAID  
338 ATTRILL'S SUBDIVISION, SAID POINT IS ALSO BEING ON THE NORTH LINE OF  
339 PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD  
340 ALONG THE NORTH LINE OF SAID PUBLIC ALLEY TO THE MOST SOUTHERLY  
341 CORNER OF LOT 24 OF BLOCK 7 IN AFORESAID ATTRILL'S SUBDIVISION; THENCE  
342 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 24 OF BLOCK  
343 7 TO THE MOST WESTERN CORNER OF SAID LOT 24, SAID CORNER IS ALSO BEING  
344 ON THE SOUTHEASTERLY LINE OF LOT 35 OF BLOCK 5 IN AFOREMENTIONED W.  
345 O. COLE'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE  
346 SOUTHEASTERLY LINES OF LOTS 35, 34, AND 33 TO THE MOST SOUTHERN  
347 CORNER OF SAID LOT 33 OF BLOCK 5; THENCE NORTHWESTERLY ALONG THE  
348 SOUTHWESTERLY LINE (EXTENDED NORTHWESTERLY ACROSS WEST FRANCES  
349 PLACE) TO THE NORTH LINE OF SAID WEST FRANCES PLACE; THENCE  
350 WESTWARD ALONG THE SOUTH LINE OF SAID WEST FRANCES PLACE TO THE  
351 EAST LINE OF NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG THE  
352 EAST LINE OF SAID NORTH CALIFORNIA AVENUE TO THE SOUTH LINE  
353 (EXTENDED EAST) OF WEST MCLEAN AVENUE; THENCE WESTWARD ALONG THE  
354 SOUTH LINE OF SAID WEST MCLEAN AVENUE TO THE WEST LINE OF A 13 FEET  
355 WIDE PUBLIC ALLEY (EAST OF NORTH MOZART STREET); THENCE SOUTHWARD  
356 ALONG THE WEST LINE OF SAID PUBLIC ALLEY 150 FEET TO THE NORTH LINE OF  
357 ANOTHER PUBLIC ALLEY; THENCE WESTWARD ALONG NORTH LINE OF SAID  
358 PUBLIC ALLEY TO THE EAST LINE OF NORTH MOZART STREET; THENCE  
359 WESTWARD ACROSS SAID NORTH MOZART STREET TO THE SOUTHEAST CORNER  
360 OF LOT 1 OF BLOCK 11 IN HOEPS AND KERFF'S RESUBDIVISION OF BLOCKS 8 AND  
361 11 IN THE TOWN OF SCHLESWIG, ACCORDING TO THE PLAT THEREOF RECORDED  
362 JULY 25, 1890 AS DOCUMENT NUMBER 1307724, SAID CORNER IS ALSO BEING ON  
363 THE NORTH LINE OF A 17 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE  
364 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF SAID 17 FEET WIDE  
365 PUBLIC ALLEY TO THE WEST LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY,

366 EAST OF NORTH HUMBOLDT BOULEVARD; THENCE SOUTHWARD ALONG THE  
367 WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
368 ANOTHER 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE;  
369 THENCE WESTWARD ALONG THE NORTH LINE OF SAID 16 FEET WIDE PUBLIC  
370 ALLEY TO THE SOUTHWEST CORNER OF LOT 31 IN PARKWAY ADDITION, A  
371 RESUBDIVISION OF LOTS 5 TO 10 INCLUSIVE IN EACH OF BLOCKS 4, 9 AND 10 IN  
372 THE TOWN OF SCHLESWIG AND THE VACATED ALLEYS AND ONE HALF OF  
373 STREET ADJACENT TO SAID LOTS ETC. IN THE EAST HALF OF THE NORTHWEST  
374 QUARTER OF SAID SECTION 36; THENCE NORTHWARD ALONG THE WEST LINE OF  
375 LOTS 31, 30 AND 29 IN AFORESAID PARKWAY ADDITION TO THE NORTHWEST  
376 CORNER OF SAID LOT 29 IN SAID PARKWAY ADDITION; THENCE WESTWARD  
377 ACROSS SAID NORTH HUMBOLDT BOULEVARD TO A POINT OF INTERSECTION OF  
378 WEST LINE OF SAID NORTH HUMBOLDT BOULEVARD WITH THE SOUTH LINE OF  
379 THE NORTH HALF OF LOT 40 IN PALMER PLACE ADDITION, A SUBDIVISION OF  
380 PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID  
381 SECTION 36; THENCE WESTWARD ALONG THE SAID SOUTH LINE, EXTENDED  
382 WEST, OF THE NORTH HALF OF LOT 40 TO THE WEST LINE OF 16 FEET WIDE  
383 PUBLIC ALLEY, EAST OF NORTH WHIPPLE STREET; THENCE SOUTHWARD ALONG  
384 THE WEST LINE OF SAID PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 54  
385 IN AFORESAID PALMER PLACE ADDITION; THENCE WESTWARD ALONG THE  
386 SOUTH LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF SAID LOT 54;  
387 THENCE NORTHWARD ALONG THE WEST LINE OF SAID LOT 54 TO THE NORTH  
388 LINE, EXTENDED EAST, OF A 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST  
389 ARMITAGE AVENUE; THENCE WESTWARD ALONG SAID NORTH LINE, EXTENDED  
390 EAST AND WEST, OF 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
391 ALBANY AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
392 ALBANY AVENUE TO THE CENTER LINE OF VACATED ALLEY, NORTH OF WEST  
393 ARMITAGE AVENUE, ACCORDING TO THE PLAT OF VACATION THEREOF  
394 RECORDED AS DOCUMENT NUMBER 20127605; THENCE WESTWARD ALONG  
395 CENTER LINE OF SAID VACATED ALLEY TO A LINE 129.667 FEET WEST OF AND  
396 PARALLEL WITH WEST LINE OF SAID NORTH ALBANY AVENUE; THENCE  
397 NORTHWARD ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LOT 16 OF  
398 BLOCK 3 IN CLARKSON'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER  
399 OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE WESTWARD ALONG  
400 THE SOUTH LINE OF SAID LOT 16, EXTENDED WEST, TO THE CENTER LINE OF A 16  
401 FEET WIDE VACATED ALLEY, EAST OF NORTH KEDZIE AVENUE; THENCE  
402 NORTHWARD ALONG CENTER LINE, EXTENDED NORTH, OF SAID VACATED  
403 ALLEY TO THE SOUTH LINE, EXTENDED EAST, OF LOT 19 IN THE PLAT OF THE  
404 WEST 10 ACRES OF THE WEST 30 ACRES OF THE SOUTH 91.7 ACRES OF THE  
405 NORTHWEST QUARTER OF SAID SECTION 36; THENCE WESTWARD ALONG SAID  
406 SOUTH LINE, EXTENDED EAST, OF LOT 19 TO THE SOUTHWEST CORNER OF SAID  
407 LOT 19; THENCE CONTINUING WESTWARD ACROSS NORTH KEDZIE AVENUE TO  
408 THE NORTHEAST CORNER OF LOT 4 OF BLOCK 1 IN OVITT'S RESUBDIVISION OF  
409 BLOCK 12 OF SHIPMAN, BILL AND MERRILL'S SUBDIVISION IN THE EAST HALF OF  
410 THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTHWARD ALONG  
411 THE EAST LINE OF LOTS 4, 5, AND 6 OF SAID BLOCK 1 TO THE SOUTHEAST

412 CORNER OF SAID LOT 6; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID  
413 LOT 6 TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWARD  
414 ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTH LINE, EXTENDED EAST, OF  
415 A 14 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE  
416 WESTWARD ALONG THE NORTH LINE, EXTENDED EAST AND WEST, OF SAID 14  
417 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF ANOTHER 14 FEET WIDE PUBLIC  
418 ALLEY, EAST OF NORTH SAWYER AVENUE; THENCE SOUTHWARD ALONG THE  
419 SAID WEST LINE OF 14 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
420 ANOTHER 14 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE;  
421 THENCE WESTWARD ALONG THE NORTH LINE OF SAID 14 FEET WIDE PUBLIC  
422 ALLEY TO THE EAST LINE OF NORTH SAWYER AVENUE; THENCE NORTHWARD  
423 ALONG THE EAST LINE OF SAID NORTH SAWYER AVENUE TO THE NORTH LINE,  
424 EXTENDED EAST, OF A 16 FEET WIDE PUBLIC ALLEY NORTH OF WEST ARMITAGE  
425 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE (EXTENDED EAST) OF  
426 SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH SPAULDING  
427 AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
428 SPAULDING AVENUE TO THE NORTH LINE OF WEST ARMITAGE AVENUE; THENCE  
429 WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE AVENUE TO THE  
430 EAST LINE OF NORTH KIMBALL AVENUE; THENCE NORTHWARD ALONG THE  
431 EAST LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF A 16 FEET  
432 WIDE PUBLIC ALLEY, NORTH OF SAID ARMITAGE AVENUE; THENCE WESTWARD  
433 ALONG THE NORTH LINE (EXTENDED WEST) OF SAID PUBLIC ALLEY TO THE  
434 WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTH ALONG WEST LINE OF  
435 SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF 16 FEET WIDE PUBLIC  
436 ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE  
437 NORTH LINE OF SAID 16 FEET WIDE ALLEY TO THE EAST LINE OF NORTH ST.  
438 LOUIS AVENUE; THENCE WESTWARD ACROSS NORTH ST. LOUIS AVENUE TO THE  
439 SOUTHEAST CORNER OF LOT 61 IN THE SUBDIVISION OF THE SOUTH QUARTER  
440 OF THE WEST ONE THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 35,  
441 SAID POINT ALSO IS ON NORTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, NORTH  
442 OF WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE NORTH LINE  
443 (EXTENDED WEST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF  
444 NORTH DRAKE AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
445 NORTH DRAKE AVENUE TO THE NORTH LINE OF WEST ARMITAGE AVENUE;  
446 THENCE WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE  
447 AVENUE TO THE EAST LINE OF NORTH CENTRAL PARK AVENUE; THENCE  
448 NORTHWARD ALONG THE EAST LINE OF SAID NORTH CENTRAL PARK AVENUE  
449 TO THE NORTH LINE OF WEST McLEAN AVENUE; THENCE WESTWARD ALONG  
450 THE NORTH LINE OF SAID WEST McLEAN AVENUE TO THE WEST LINE  
451 (EXTENDED NORTH) OF THE EAST 9 FEET OF LOT 58 OF BLOCK 8 IN JACKSON'S  
452 SUBDIVISION OF BLOCK 7 AND 8 OF HAMBLETON SUBDIVISION IN THE EAST  
453 HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTHWARD  
454 ALONG THE SAID WEST LINE (EXTENDED NORTH) OF THE SAID EAST 9 FEET TO  
455 THE NORTH LINE OF A 16 FEET WIDE VACATED PUBLIC ALLEY, NORTH OF SAID  
456 WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF  
457 SAID PUBLIC ALLEY TO THE EAST LINE, EXTENDED NORTH, OF LOT 90 OF BLOCK

458 7 IN SAID JACKSON'S SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST OF  
459 SAID LOT 90 TO THE NORTH LINE OF WEST ARMITAGE AVENUE; THENCE  
460 WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE AVENUE TO THE  
461 WEST LINE (EXTENDED NORTH) OF NORTH RIDGEWAY AVENUE; THENCE  
462 SOUTHWARD ACROSS WEST ARMITAGE AVENUE ALONG THE WEST LINE OF SAID  
463 NORTH RIDGEWAY AVENUE, EXTENDED NORTH, TO THE SOUTH LINE OF A 16  
464 FEET WIDE PUBLIC ALLEY, SOUTH OF SAID WEST ARMITAGE AVENUE, THENCE  
465 EASTWARD ALONG SAID SOUTH LINE, EXTENDED EAST, TO THE WEST LINE OF  
466 NORTH LAWNDALE AVENUE; THENCE EASTWARD ACROSS SAID NORTH  
467 LAWNDALE AVENUE TO THE NORTHWEST CORNER OF LOT 12 OF BLOCK 2 IN S.  
468 DELAMATER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
469 AUGUST 1, 1885 AS DOCUMENT NO. 643538, SAID POINT IS ALSO ON THE SOUTH  
470 LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE EASTWARD ALONG THE SOUTH  
471 LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
472 CENTRAL PARK AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
473 NORTH CENTRAL PARK AVENUE TO THE SOUTH LINE, EXTENDED WEST, OF A 16  
474 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE  
475 CONTINUING EASTWARD ALONG THE SOUTH LINE, EXTENDED WEST, OF SAID 16  
476 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH KIMBALL AVENUE;  
477 THENCE EASTWARD ACROSS SAID NORTH KIMBALL AVENUE TO THE  
478 NORTHWEST CORNER OF LOT 16 IN WINKELMAN'S SUBDIVISION OF BLOCKS 3 OF  
479 E. SIMON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
480 FEBRUARY 15, 1899 AS DOCUMENT NO. 2785137, SAID POINT IS ALSO ON SOUTH  
481 LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE EASTWARD ALONG THE SOUTH  
482 LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
483 SPAULDING AVENUE; THENCE EASTWARD ACROSS SAID NORTH SPAULDING  
484 AVENUE TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 2 IN WINKELMAN'S  
485 SUBDIVISION OF PART OF BLOCK 2 AND 11 OF E. SIMON'S S SUBDIVISION  
486 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1888 AS  
487 DOCUMENT NO. 1000737, SAID POINT IS ALSO ON THE SOUTH LINE OF A 16 FEET  
488 WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE EASTWARD  
489 ALONG THE SOUTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST  
490 LINE OF NORTH KEDZIE AVENUE; THENCE EASTWARD ACROSS SAID NORTH  
491 KEDZIE AVENUE TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN NILS F.  
492 OLSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
493 JANUARY 14, 1887 AS DOCUMENT NUMBER 790005, SAID CORNER IS ALSO ON THE  
494 SOUTH LINE OF A 14 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE  
495 AVENUE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 14 FEET WIDE  
496 PUBLIC ALLEY TO THE NORTHEAST CORNER OF LOT 6 OF BLOCK 1 IN S.  
497 DELAMATER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON  
498 FEBRUARY 5, 1884 AS DOCUMENT NO. 523563; THENCE SOUTHWARD ALONG THE  
499 EAST LINE OF SAID LOT 6 TO THE SOUTH LINE (EXTENDED WEST) OF A 16 FEET  
500 WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE EASTWARD  
501 ALONG SOUTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF  
502 NORTH WHIPPLE STREET; THENCE EASTWARD ACROSS NORTH WHIPPLE STREET  
503 TO THE NORTHWEST CORNER OF LOT 42 OF BLOCK 1 IN ALVA TROWBRIDGE AND

504 OTHER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST  
505 1, 1872 AS DOCUMENT NUMBER 51139; THENCE EASTWARD ALONG THE NORTH  
506 LINE OF SAID LOT 42 OF BLOCK 1 TO THE NORTHEAST CORNER OF SAID LOT 42;  
507 THENCE EASTWARD TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK 1 IN SAID  
508 ALVA TROWBRIDGE AND OTHER'S SUBDIVISION; THENCE EASTWARD ALONG  
509 THE NORTH LINE OF SAID LOT 7 OF BLOCK 1 TO ITS NORTHEAST CORNER;  
510 THENCE EASTWARD ACROSS NORTH HUMBOLDT BOULEVARD, ALONG THE  
511 NORTH LINE, EXTENDED EAST, OF SAID LOT 7 TO THE EAST LINE OF SAID NORTH  
512 HUMBOLDT BOULEVARD; THENCE NORTHWARD ALONG THE EAST LINE OF SAID  
513 NORTH HUMBOLDT BOULEVARD TO THE SOUTH LINE OF LOT 24 OF BLOCK 4 IN  
514 HANSBROUGH AND HESS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST  
515 QUARTER OF SAID SECTION 36; THENCE EASTWARD ALONG THE SOUTH LINE OF  
516 SAID LOT 24 TO ITS SOUTHEAST CORNER; THENCE CONTINUING EASTWARD  
517 ACROSS THE 14 FEET WIDE PUBLIC ALLEY TO THE SOUTHWEST CORNER OF LOT  
518 1 OF BLOCK 4 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE  
519 EASTWARD ALONG THE SOUTH LINE OF SAID LOT 1 OF BLOCK 4 TO ITS  
520 SOUTHEAST CORNER, SAID CORNER IS ALSO ON WEST LINE OF NORTH  
521 RICHMOND STREET; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
522 NORTH RICHMOND STREET TO THE NORTH LINE (EXTENDED WEST) OF LOT 22 OF  
523 BLOCK 3 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD  
524 ALONG SAID NORTH LINE EXTENDED WEST TO THE NORTHEAST CORNER OF  
525 SAID LOT 22 OF BLOCK 3; THENCE CONTINUING EASTWARD ALONG SAID NORTH  
526 LINE (EXTENDED EAST) TO THE EAST LINE OF A 14 FEET WIDE PUBLIC ALLEY,  
527 WEST OF NORTH FRANCISCO AVENUE; THENCE NORTHWARD ALONG EAST LINE  
528 OF SAID ALLEY TO THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF BLOCK 3  
529 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD ALONG THE  
530 SAID NORTH LINE OF THE SOUTH HALF OF LOT 2 OF BLOCK 3 TO THE WEST LINE  
531 OF NORTH FRANCISCO AVENUE; THENCE CONTINUING EAST ALONG SAID NORTH  
532 LINE (EXTENDED EAST) OF THE SOUTH HALF OF LOT 2 TO THE WEST LINE OF A 14  
533 FEET WIDE PUBLIC ALLEY, EAST OF NORTH FRANCISCO AVENUE; THENCE  
534 SOUTHWARD ALONG WEST LINE OF SAID 14 FEET WIDE PUBLIC ALLEY TO THE  
535 MOST NORTH LINE (EXTENDED WEST ) OF LOT 3 OF BLOCK 2 IN SAID  
536 HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD ALONG THE SAID  
537 MOST NORTH LINE, EXTENDED WEST, TO THE NORTHWEST CORNER OF SAID LOT  
538 3 OF BLOCK 2; THENCE EASTWARD ALONG SAID MOST NORTH LINE, 25.05 FEET;  
539 THENCE SOUTHWARD ALONG A LINE PARALLEL TO NORTH MOZART STREET, 4.5  
540 FEET; THENCE EASTWARD ALONG NORTH LINE (EXTENDED EAST) OF SAID LOT 3  
541 OF BLOCK 2 TO THE EAST LINE OF NORTH MOZART AVENUE; THENCE  
542 NORTHWARD ALONG THE EAST LINE OF SAID NORTH MOZART STREET TO THE  
543 SOUTHWEST CORNER OF LOT 24 OF BLOCK 1 IN SAID HANSBROUGH AND HESS  
544 SUBDIVISION; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID LOT 24 OF  
545 BLOCK 1 TO THE WEST LINE OF A 14 FEET WIDE PUBLIC ALLEY, WEST OF NORTH  
546 CALIFORNIA AVENUE, THENCE SOUTHWARD ALONG WEST LINE OF SAID 14 FEET  
547 WIDE PUBLIC ALLEY TO THE NORTH LINE (EXTENDED WEST) OF THE SOUTH  
548 HALF OF LOT 3 OF BLOCK 1 IN SAID HANSBROUGH AND HESS SUBDIVISION;  
549 THENCE EASTWARD ALONG SAID NORTH LINE (EXTENDED WEST) OF THE SOUTH

550 HALF OF LOT 3 OF BLOCK 1 TO THE WEST LINE OF NORTH CALIFORNIA AVENUE;  
551 THENCE EASTWARD ACROSS SAID NORTH CALIFORNIA AVENUE TO THE  
552 NORTHWEST CORNER OF LOT 11 OF BLOCK 2 IN EDGAR M. SNOW AND  
553 COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
554 MARCH 23, 1901 AS DOCUMENT NUMBER 3077922, SAID CORNER ALSO LIES ON  
555 THE SOUTH LINE OF 16 FEET WIDE ALLEY, SOUTH OF WEST ARMITAGE AVENUE;  
556 THENCE EASTWARD ALONG SOUTH LINE (EXTENDED EAST) OF SAID 16 FEET  
557 WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH FAIRFIELD AVENUE; THENCE  
558 NORTHWARD ALONG EAST LINE OF SAID NORTH FAIRFIELD AVENUE TO THE  
559 SOUTH LINE OF WEST ARMITAGE AVENUE; THENCE EASTWARD ALONG SOUTH  
560 LINE OF SAID WEST ARMITAGE AVENUE TO THE WEST LINE OF NORTH  
561 WASHTENAW AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
562 NORTH WASHTENAW AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF A 16  
563 FEET WIDE PUBLIC ALLEY SOUTH OF WEST ARMITAGE AVENUE; THENCE  
564 EASTWARD ALONG SOUTH LINE OF SAID PUBLIC ALLEY TO THE WEST LINE OF  
565 NORTH ROCKWELL STREET; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
566 NORTH ROCKWELL STREET TO THE SOUTH LINE OF WEST HOMER STREET;  
567 THENCE EASTWARD ALONG THE SOUTH LINE (EXTENDED EAST) OF SAID WEST  
568 HOMER STREET TO THE NORTHEAST CORNER OF LOT 7 IN SUBDIVISION OF LOT  
569 11 TO 25 OF SUB-BLOCK 2 OF B. F. JACOBS SUBDIVISION; THENCE SOUTHWARD  
570 ALONG EAST LINE, EXTENDED SOUTH, OF SAID LOT 7 TO THE SOUTH LINE OF A  
571 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST HOMER STREET; THENCE  
572 EASTWARD ALONG SOUTH LINE OF SAID 16 FEET PUBLIC ALLEY TO THE  
573 NORTHEAST CORNER OF LOT 41 IN B. F. JACOBS SUBDIVISION OF BLOCK 2 OF  
574 JOHNSTON'S SUBDIVISION; THENCE SOUTHWARD ALONG EAST LINE OF SAID  
575 LOT 41 TO THE NORTH LINE OF WEST CORTLAND STREET; THENCE EASTWARD  
576 ALONG NORTH LINE OF SAID WEST CORTLAND STREET TO THE EAST LINE OF  
577 THE WEST 72 FEET OF LOT 67 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF  
578 JOHNSTON'S SUBDIVISION IN EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
579 SECTION 36; THENCE NORTHWARD ALONG SAID EAST LINE OF THE WEST 72  
580 FEET, EXTENDED NORTH, TO THE NORTH LINE OF 16 FEET WIDE PUBLIC ALLEY,  
581 NORTH OF WEST CORTLAND STREET; THENCE WESTWARD ALONG NORTH LINE  
582 OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH CAMPBELL  
583 AVENUE; THENCE NORTHWARD ALONG EAST OF SAID NORTH CAMPBELL  
584 AVENUE AND ACROSS WEST HOMER STREET TO THE NORTH LINE OF SAID WEST  
585 HOMER STREET; THENCE WESTWARD ALONG NORTH LINE, EXTENDED EAST-  
586 WEST, OF SAID WEST HOMER STREET TO A LINE 167 FEET WEST OF AND  
587 PARALLEL WITH THE WEST LINE OF SAID NORTH CAMPBELL AVENUE; THENCE  
588 NORTHWARD ALONG SAID PARALLEL LINE A DISTANCE OF 53 FEET; THENCE  
589 EASTWARD ALONG A LINE 53 FEET NORTH OF AND PARALLEL WITH NORTH LINE  
590 OF 66 FEET WIDE SAID WEST HOMER STREET, 167 FEET TO THE WEST LINE OF  
591 SAID NORTH CAMPBELL AVENUE; THENCE NORTHWARD ALONG WEST LINE OF  
592 SAID NORTH CAMPBELL AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF LOT  
593 16 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF JOHNSTON'S SUBDIVISION  
594 ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 18, 1881 AS DOCUMENT  
595 NO. 338117; THENCE EASTWARD ALONG SAID SOUTH LINE (EXTENDED WEST) TO

596 THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EASTWARD ALONG THE  
597 SOUTH LINES OF LOT 16, 15, 14, 13 AND 12 IN SAID JOHNSTON'S SUBDIVISION TO  
598 THE SOUTHEAST CORNER OF SAID LOT 12; THENCE IN A NORTHEASTERLY  
599 DIRECTION TO THE SOUTHEAST CORNER OF LOT 1 IN P. BANDOW'S  
600 RESUBDIVISION OF LOTS 3, 4 AND THE NORTHWEST HALF OF LOT 5 IN BLOCK 1  
601 OF JOHNSTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
602 ON APRIL 16, 1885 AS DOCUMENT NO. 6168851, SAID CORNER ALSO LIES ON THE  
603 NORTHEASTERLY LINE OF 10 FEET WIDE PUBLIC ALLEY; THENCE  
604 SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE (EXTENDED  
605 SOUTHEASTERLY) OF SAID 10 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF  
606 AFORESAID WEST HOMER STREET; THENCE EASTWARD ALONG SOUTH LINE OF  
607 SAID HOMER STREET TO THE WEST LINE OF NORTH WESTERN AVENUE AS  
608 WIDENED, SAID POINT IS ALSO 50 FEET WEST OF THE EAST LINE OF THE EAST  
609 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTHWARD  
610 ALONG WEST LINE OF SAID NORTH WESTERN AVENUE TO THE NORTHEAST LINE  
611 OF 66 FEET WIDE NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY  
612 ALONG NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE AVENUE TO THE  
613 SOUTH LINE OF WEST ARMITAGE AVENUE; THENCE EASTWARD ALONG SOUTH  
614 LINE OF SAID WEST ARMITAGE AVENUE TO THE WEST LINE (EXTENDED SOUTH)  
615 OF LOT 36 IN POWELL'S SUBDIVISION OF LOT 8 IN CIRCUIT COURT PARTITION,  
616 ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 5, 1884 AS  
617 DOCUMENT NO. 572044; THENCE NORTHWARD ACROSS WEST ARMITAGE  
618 AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTHWARD  
619 ALONG SAID WEST LINE OF SAID LOT 36 AND ALONG THE EAST LINE OF 14 FEET  
620 WIDE PUBLIC ALLEY TO THE NORTH LINE (EXTENDED EAST) OF ANOTHER 14  
621 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST McLEAN AVENUE; THENCE  
622 WESTWARD ALONG NORTH LINE (EXTENDED EAST AND WEST) OF SAID 14 FEET  
623 WIDE PUBLIC ALLEY TO THE EAST LINE (EXTENDED SOUTH) OF ANOTHER 14  
624 FEET WIDE PUBLIC ALLEY EAST OF NORTH CAMPBELL AVENUE; THENCE  
625 NORTHWARD ALONG EAST LINE (EXTENDED SOUTH) OF SAID 14 FEET WIDE  
626 PUBLIC ALLEY TO THE NORTH LINE (EXTENDED EAST) OF A 9 FEET WIDE PUBLIC  
627 ALLEY, SOUTH OF WEST McLEAN AVENUE; THENCE WESTWARD ALONG NORTH  
628 LINE (EXTENDED EAST) OF SAID 9 FEET WIDE PUBLIC ALLEY TO THE EAST LINE  
629 OF NORTH CAMPBELL AVENUE; THENCE NORTHWARD ALONG THE EAST LINE OF  
630 SAID NORTH CAMPBELL AVENUE TO THE SOUTH LINE (EXTENDED EAST) OF LOT  
631 6 IN OWNER'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED NOVEMBER  
632 24, 1913 AS DOCUMENT NO. 5311027; THENCE WESTWARD ACROSS SAID NORTH  
633 CAMPBELL AVENUE ALONG SOUTH LINE (EXTENDED EAST) OF SAID LOT 6 TO  
634 THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWARD ALONG THE  
635 WEST LINES OF LOTS 6, 5, 4 AND 3 IN SAID OWNER'S SUBDIVISION TO THE  
636 NORTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE  
637 WESTERLY LINES OF LOTS 2 AND 1 IN SAID OWNER'S SUBDIVISION TO THE  
638 NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHWARD ALONG WEST LINE  
639 OF LOT 104 IN V. WOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
640 RECORDED MAY 10, 1877 AS DOCUMENT NO. 134226, TO THE NORTH LINE  
641 (EXTENDED EAST) OF A 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST

642 CHARLESTON STREET; THENCE WESTWARD ALONG NORTH LINE (EXTENDED  
643 EAST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHWEST CORNER OF  
644 LOT 56 IN SAID V. WOOD'S SUBDIVISION; THENCE NORTHWARD ALONG WEST  
645 LINE (EXTENDED NORTH) OF SAID LOT 56 TO THE NORTH LINE OF WEST  
646 CHARLESTON STREET; THENCE WEST ALONG NORTH LINE OF SAID WEST  
647 CHARLESTON STREET TO THE EAST LINE OF NORTH MAPLEWOOD AVENUE;  
648 THENCE SOUTHWESTERLY ACROSS SAID NORTH MAPLEWOOD AVENUE TO THE  
649 SOUTHWEST CORNER OF LOT 18 IN SAID V. WOOD'S SUBDIVISION; THENCE  
650 WESTWARD ALONG SOUTH LINE OF SAID LOT 18 TO THE SOUTHWEST CORNER  
651 OF SAID LOT 18; THENCE NORTHWARD ALONG WEST LINES OF LOTS 17, 16, 15, 14,  
652 13 AND 12 IN SAID V. WOOD'S SUBDIVISION TO A LINE 7 FEET SOUTH OF AND  
653 PARALLEL WITH THE SOUTH LINE (EXTENDED EAST) OF LOT 15 IN HERMAN  
654 PAPSIN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
655 DECEMBER 17, 1900 AS DOCUMENT NO. 3044716; THENCE WESTWARD ALONG  
656 SAID PARALLEL LINE, 10 FEET; THENCE NORTHWARD, 7 FEET TO THE  
657 SOUTHEAST CORNER OF SAID LOT 15; THENCE WESTWARD ALONG SOUTH LINE  
658 OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE  
659 NORTHWARD ALONG THE LINES OF LOTS 15, 14, 13, 12 AND 11 IN SAID HERMAN  
660 PAPSIN'S SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE  
661 CONTINUING NORTHWARD ALONG WEST LINE (EXTENDED NORTH) OF SAID LOT  
662 11 TO THE SOUTHWEST CORNER OF LOT 10 IN SAID HERMAN PAPSIN'S  
663 SUBDIVISION; THENCE WESTWARD ALONG THE SOUTH LINE (EXTENDED WEST)  
664 OF SAID LOT 10 TO THE SOUTHEAST CORNER OF LOT 13 IN JAMES M. ALLEN'S  
665 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1882 AS  
666 DOCUMENT NO. 386837; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 13  
667 TO THE SOUTHWEST CORNER OF SAID LOT 13, SAID CORNER IS ALSO ON THE  
668 EAST LINE OF NORTH ROCKWELL STREET; THENCE SOUTHWARD ALONG EAST  
669 LINE OF SAID NORTH ROCKWELL STREET TO THE SOUTHWESTERLY LINE  
670 (EXTENDED SOUTHEASTERLY) OF LOT 2 IN POWELL'S SUBDIVISION ACCORDING  
671 TO THE PLAT THEREOF RECORDED ON PAGE 93 OF BOOK 6; THENCE  
672 NORTHWESTERLY ACROSS SAID NORTH ROCKWELL STREET ALONG SAID  
673 SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID LOT 2 TO THE  
674 MOST SOUTHERN CORNER OF SAID LOT 2; THENCE NORTHWESTERLY ALONG  
675 THE SOUTHWESTERLY LINES (EXTENDED NORTHWESTERLY) OF LOTS 2 AND 1 IN  
676 SAID POWELL'S SUBDIVISION TO THE SOUTH LINE OF LOT 11 IN GRAY'S  
677 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON PAGE 55 OF  
678 BOOK 85; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 11 TO THE  
679 SOUTHWEST CORNER OF SAID LOT 11, SAID CORNER LIES ON EAST LINE OF  
680 NORTH TALMAN AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID  
681 NORTH TALMAN AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED  
682 SOUTHEASTERLY) OF LOT 32 OF BLOCK 4 IN C. E. WOOSLEY'S SUBDIVISION  
683 ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 23, 1881 ON PAGE 5 OF  
684 BOOK 16; THENCE NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
685 SOUTHEASTERLY) OF SAID LOT 32 OF BLOCK 4 TO THE MOST SOUTHERN CORNER  
686 OF SAID LOT 32, SAID CORNER ALSO LIES ON NORTHEASTERLY LINE OF A 20  
687 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE;

688 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID 20 FEET WIDE  
689 PUBLIC ALLEY TO THE EAST LINE OF ANOTHER 14 FEET WIDE PUBLIC ALLEY,  
690 WEST OF SAID NORTH TALMAN AVENUE; THENCE NORTHWARD ALONG EAST  
691 LINE (EXTENDED NORTH) OF SAID 14 FEET WIDE PUBLIC ALLEY TO THE NORTH  
692 LINE OF WEST LYNDAL STREET; THENCE WESTWARD ALONG NORTH LINE OF  
693 SAID WEST LYNDAL STREET TO THE EAST LINE OF NORTH WASHTENAW  
694 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH WASHTENAW  
695 AVENUE TO THE NORTH LINE OF WEST BELDEN AVENUE; THENCE WESTWARD  
696 ALONG NORTH LINE (EXTENDED WEST) OF SAID WEST BELDEN AVENUE TO A  
697 BEND POINT WHICH LIES ON THE SOUTHEASTERLY LINE OF LOT 23 OF BLOCK 2  
698 IN SNOWHOOK'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
699 AUGUST 22, 1884 AS DOCUMENT NO. 569245; THENCE SOUTHWESTERLY ALONG  
700 NORTHWESTERLY LINE OF SAID WEST BELDEN AVENUE, SAID LINE ALSO IS  
701 SOUTHEASTERLY LINES OF LOTS 23 AND 24 OF BLOCK 2 IN SAID SNOWHOOK'S  
702 SUBDIVISION, TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE;  
703 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE, EXTENDED  
704 NORTHWESTERLY, OF SAID NORTH MILWAUKEE AVENUE TO THE WEST LINE OF  
705 NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG WEST LINE OF SAID  
706 NORTH CALIFORNIA AVENUE TO THE NORTHEASTERLY LINE OF 16 FEET WIDE  
707 PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE; THENCE  
708 NORTHWESTERLY FOLLOWING ALONG NORTHEASTERLY, EAST,  
709 NORTHEASTERLY, NORTH, NORTHEASTERLY AND EAST LINE OF SAID 16 FEET  
710 WIDE PUBLIC ALLEY TO THE SOUTH LINE OF WEST FULLERTON AVENUE, SAID  
711 POINT ALSO BEING THE NORTHWEST CORNER OF LOT 14 OF BLOCK 4 IN  
712 SNOWHOOK'S SUBDIVISION; THENCE WESTWARD ALONG SOUTH LINE OF SAID  
713 WEST FULLERTON AVENUE TO THE EAST LINE (EXTENDED SOUTH) OF NORTH  
714 FRANCISCO AVENUE; THENCE NORTHWARD ACROSS SAID WEST FULLERTON  
715 AVENUE ALONG EAST LINE (EXTENDED SOUTH) OF SAID NORTH FRANCISCO  
716 AVENUE TO THE NORTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, NORTH OF SAID  
717 WEST FULLERTON AVENUE; THENCE WESTWARD ACROSS SAID NORTH  
718 FRANCISCO AVENUE ALONG NORTH LINE (EXTENDED WEST) OF SAID 16 FEET  
719 WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 27 OF BLOCK 7 IN  
720 GEORGE A. SEAVERN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF  
721 RECORDED MAY 10, 1886 AS DOCUMENT NO. 716003; THENCE WESTWARD ALONG  
722 SOUTH LINE OF SAID LOT 27 OF BLOCK 7 TO THE SOUTHWEST CORNER OF SAID  
723 LOT 27 OF BLOCK 7, SAID CORNER ALSO LIES ON NORTHEASTERLY LINE OF A 16  
724 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE;  
725 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID 16 FEET WIDE  
726 PUBLIC ALLEY TO THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 7;  
727 THENCE CONTINUING NORTHWESTERLY TO THE MOST SOUTHERN CORNER OF  
728 LOT 15 OF BLOCK 5 IN SAID GEORGE A. SEAVERN'S SUBDIVISION; THENCE  
729 CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS  
730 15, 16, 17 AND 18 OF SAID BLOCK 5 TO A LINE 8 FEET SOUTH OF AND PARALLEL  
731 WITH THE SOUTH LINE OF LOT 4 OF BLOCK 5 IN SAID GEORGE A. SEAVERN'S  
732 SUBDIVISION; THENCE WESTWARD ALONG SAID PARALLEL LINE TO THE EAST  
733 LINE OF LOT 1 IN RESUBDIVISION OF LOTS 5 AND 6 OF BLOCK 5 IN SAID GEORGE

734 A. SEAVERN'S SUBDIVISION; THENCE NORTHWARD ALONG EAST LINE OF SAID  
 735 LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTWARD ALONG  
 736 NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF NORTH SACRAMENTO  
 737 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH  
 738 SACRAMENTO AVENUE TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 5 IN  
 739 AFORESAID GEORGE A. SEAVERN'S SUBDIVISION; THENCE IN A  
 740 NORTHWESTERLY DIRECTION ACROSS SAID NORTH SACRAMENTO AVENUE TO  
 741 THE MOST SOUTHERN CORNER OF LOT 1 OF BLOCK 2 IN STOREY AND ALLEN'S  
 742 MILWAUKEE AVENUE ADDITION TO CHICAGO, ACCORDING TO THE PLAT  
 743 THEREOF RECORDED FEBRUARY 9, 1872 AS DOCUMENT NO. 12639; THENCE  
 744 NORTHWESTERLY ALONG SOUTHWESTERLY LINES OF LOTS 1 AND 3 OF SAID  
 745 BLOCK 2 TO THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE  
 746 NORTHEASTERLY ALONG NORTHWESTERLY LINE (EXTENDED NORTHEASTERLY)  
 747 OF SAID LOT 3 OF BLOCK 2 TO THE NORTHEASTERLY LINE (EXTENDED  
 748 SOUTHEASTERLY) OF NORTH WILLETTS COURT; THENCE NORTHWESTERLY  
 749 ALONG NORTHEASTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID NORTH  
 750 WILLETTS COURT TO THE SOUTHEASTERLY LINE OF LOT 1 IN LOGAN SQUARE  
 751 ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED  
 752 NOVEMBER 10, 1881 AS DOCUMENT NO. 358316; THENCE SOUTHWESTERLY  
 753 ALONG SOUTHEASTERLY LINES OF LOT 1 AND 2 IN SAID LOGAN SQUARE  
 754 ADDITION TO CHICAGO TO THE SOUTHEAST CORNER OF LOT 3 IN SAID LOGAN  
 755 SQUARE ADDITION TO CHICAGO; THENCE WESTWARD ALONG SOUTH LINE OF  
 756 SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE  
 757 SOUTHWESTERLY ALONG SOUTHEASTERLY LINE OF LOT 4 IN SAID LOGAN  
 758 SQUARE ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF SAID LOT 4;  
 759 THENCE WESTWARD ALONG SOUTH LINES OF LOTS 5, 6, 7, 8, 9, 10 AND 11 TO THE  
 760 SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHWESTERLY ALONG  
 761 SOUTHWESTERLY LINES OF LOTS 12, 13 AND 14 IN SAID LOGAN SQUARE  
 762 ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE  
 763 NORTHWARD ALONG WEST LINE (EXTENDED NORTH) OF SAID LOT 14 TO THE  
 764 NORTH LINE OF 250 FEET WIDE LOGAN BLVD.; THENCE WESTWARD ALONG  
 765 NORTH LINE OF SAID LOGAN BLVD. TO THE SOUTHWEST CORNER OF LOT 20 OF  
 766 BLOCK 4 IN SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN LOT 1 IN COUNTY CLERK'S  
 767 DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1894 AS  
 768 DOCUMENT NO. 2146603; THENCE NORTHWARD ALONG WEST LINE OF SAID LOT  
 769 20 TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK 4; THENCE  
 770 WESTWARD ALONG SOUTH LINES OF LOTS 21, 22, 23 AND 24 OF SAID BLOCK 4 TO  
 771 THE SOUTHWEST CORNER OF SAID LOT 24 OF BLOCK 4; THENCE WESTWARD  
 772 ALONG PROLONGATION OF LAST DESCRIBED COURSE TO THE NORTHEASTERLY  
 773 LINE OF NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG  
 774 NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE AVENUE TO THE EAST LINE  
 775 OF NORTH KEDZIE AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID  
 776 NORTH KEDZIE AVENUE TO THE NORTH LINE OF WEST SCHUBERT AVENUE;  
 777 THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ACROSS SAID NORTH  
 778 KEDZIE AVENUE TO THE MOST SOUTHERN CORNER OF LOT 7 OF BLOCK 1 IN HITT  
 779 AND OTHERS SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF THE EAST HALF

780 OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SAID CORNER ALSO LIES ON  
781 THE NORTHEASTERLY LINE OF NORTH EMMET STREET; THENCE  
782 NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
783 NORTHWESTERLY) OF SAID NORTH EMMET STREET TO THE NORTHWESTERLY  
784 LINE OF WEST SAWYER AVENUE; THENCE SOUTHWESTERLY ALONG  
785 NORTHWESTERLY LINE OF SAID WEST SAWYER AVENUE TO THE  
786 NORTHEASTERLY LINE OF 16 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF  
787 NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG  
788 NORTHEASTERLY LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE MOST  
789 WESTERN CORNER OF LOT 1 OF BLOCK 4 IN MILWAUKEE AND DIVERSEY  
790 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 AS  
791 DOCUMENT NO., 8339078; THENCE NORTHEASTERLY ALONG NORTHWESTERLY  
792 (EXTENDED NORTHEASTERLY) LINE OF SAID LOT 1 OF BLOCK 4 TO THE NORTH  
793 LINE OF 66 FEET WIDE WEST DIVERSEY AVENUE; THENCE WESTWARD ALONG  
794 NORTH LINE OF SAID WEST DIVERSEY AVENUE TO THE EAST LINE OF NORTH  
795 CHRISTIANA AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH  
796 CHRISTIANA AVENUE TO THE SOUTH LINE (EXTENDED EAST) OF LOT 15 OF  
797 BLOCK 4 IN HENRY WISNER'S SUBDIVISION OF LOTS 8 AND 9 OF BRAND'S  
798 SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION  
799 26; THENCE WESTWARD ALONG SOUTH LINE (EXTENDED EAST) OF SAID LOT 15  
800 OF BLOCK 4 TO THE SOUTHWEST CORNER OF SAID LOT 15, SAID CORNER ALSO  
801 LIES ON NORTH LINE OF A 14 FEET WIDE PUBLIC ALLEY, NORTH OF SAID WEST  
802 DIVERSEY AVENUE; THENCE CONTINUING WESTWARD ALONG PROLONGATION  
803 OF LAST DESCRIBED COURSE TO A BEND POINT IN SAID 14 FEET WIDE ALLEY,  
804 SAID BEND POINT IS ALSO SOUTHWEST CORNER OF LOT 31 OF BLOCK 4 IN SAID  
805 HENRY WISNER'S SUBDIVISION; THENCE NORTHWESTERLY ALONG  
806 SOUTHWESTERLY LINE OF SAID LOT 31 TO THE MOST WESTERLY CORNER OF  
807 SAID LOT 31, SAID CORNER ALSO LIES ON THE SOUTHEASTERLY LINE OF NORTH  
808 WOODWARD STREET; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE  
809 OF SAID NORTH WOODWARD STREET TO THE SOUTHWESTERLY LINE  
810 (EXTENDED SOUTHEASTERLY) OF LOT 42 IN STOREY AND ALLEN'S SUBDIVISION  
811 OF LOT 10 IN BRAND'S SUBDIVISION IN THE EAST HALF OF NORTHEAST  
812 QUARTER OF SAID SECTION 26; THENCE NORTHWESTERLY ALONG  
813 SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID LOT 42 TO THE  
814 EAST LINE OF NORTH KIMBALL AVENUE; THENCE NORTHWARD ALONG EAST  
815 LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTHWESTERLY LINE OF  
816 NORTH DAWSON AVENUE; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY  
817 LINE (EXTENDED SOUTHWESTERLY) OF SAID NORTH DAWSON AVENUE TO THE  
818 NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE  
819 NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE  
820 AVENUE TO THE SOUTHEASTERLY LINE OF NORTH ALLEN AVENUE; THENCE  
821 NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID NORTH ALLEN  
822 AVENUE TO THE NORTHEASTERLY LINE OF 16 FEET WIDE PUBLIC ALLEY,  
823 NORTHEASTERLY OF NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY  
824 ALONG NORTHEASTERLY LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
825 MOST WESTERN CORNER OF LOT 60 OF BLOCK 2 IN ALBERT WISNER'S

826 SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION IN THE WEST HALF  
827 OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE IN  
828 NORTHWESTERLY DIRECTION ACROSS NORTH ELBRIDGE AVENUE TO THE  
829 SOUTHEAST CORNER OF LOT 26 OF BLOCK 4 IN SAID ALBERT WISNER'S  
830 SUBDIVISION; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 26 OF  
831 BLOCK 4 TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTHWARD  
832 ALONG WEST LINES OF LOTS 26 AND 25 OF SAID BLOCK 4 TO THE MOST  
833 NORTHERN CORNER OF SAID LOT 25; THENCE NORTHWESTERLY ALONG  
834 SOUTHWESTERLY LINE OF LOT 24 IN SAID BLOCK 4 TO THE MOST WESTERN  
835 CORNER OF SAID LOT 24; THENCE WESTWARD ALONG NORTH LINES OF LOTS 27,  
836 28 AND 29 IN SAID BLOCK 4 TO THE NORTHWEST CORNER OF SAID LOT 29, SAID  
837 CORNER ALSO LIES ON EAST LINE OF NORTH CENTRAL PARK AVENUE; THENCE  
838 NORTHWARD ALONG EAST LINE OF SAID NORTH CENTRAL PARK AVENUE TO  
839 THE SOUTH LINE (EXTENDED EAST) OF LOT 59 IN HEAFIELD SUBDIVISION OF LOT  
840 1 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION IN THE EAST HALF OF THE  
841 NORTHWEST QUARTER OF SAID SECTION 26; THENCE WESTWARD ALONG SOUTH  
842 LINE (EXTENDED EAST) OF SAID LOT 59 TO THE SOUTHWEST CORNER OF SAID  
843 LOT 59; THENCE NORTHWARD ALONG WEST LINE OF SAID LOT 59 TO THE  
844 NORTHWEST CORNER OF SAID LOT 59; THENCE WESTWARD ALONG SOUTH LINE  
845 (EXTENDED EAST) OF LOT 45 IN SAID HEAFIELD SUBDIVISION TO THE EAST LINE  
846 OF NORTH MONTICELLO AVENUE; THENCE NORTHWARD ALONG EAST LINE OF  
847 SAID NORTH MONTICELLO AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED  
848 SOUTHEASTERLY) OF LOT 33 IN HAENTZE AND WHEELER'S SUBDIVISION,  
849 ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1902 AS DOCUMENT NO.  
850 3270736; THENCE NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
851 SOUTHEASTERLY) OF SAID LOT 33 TO THE MOST SOUTHERN CORNER OF SAID  
852 LOT 33, SAID CORNER ALSO LIES ON WEST LINE OF SAID NORTH MONTICELLO  
853 AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH  
854 MONTICELLO AVENUE TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE  
855 AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID  
856 NORTH MILWAUKEE AVENUE TO THE SOUTHEASTERLY LINE OF NORTH  
857 LAWNSDALE AVENUE; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE  
858 OF SAID NORTH LAWNSDALE AVENUE TO THE EAST LINE (EXTENDED SOUTH) OF  
859 SAID NORTH LAWNSDALE AVENUE; THENCE NORTHWARD ALONG EAST LINE OF  
860 SAID NORTH LAWNSDALE AVENUE TO THE SOUTHWEST CORNER OF LOT 23 IN  
861 HEAFIELD'S SUBDIVISION OF THE WEST 5 ACRES OF LOT 2 IN DAVLIN, KELLY  
862 AND CARROLL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
863 MARCH 18, 1902 AS DOCUMENT NO. 3218672; THENCE IN A NORTHWESTERLY  
864 DIRECTION ACROSS SAID NORTH LAWNSDALE AVENUE TO THE MOST SOUTHERN  
865 CORNER OF LOT 30 IN SAID HEAFIELD'S SUBDIVISION OF WEST 5 ACRES OF LOT 2  
866 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION; THENCE CONTINUING  
867 NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
868 NORTHWESTERLY) OF SAID LOT 30 TO THE SOUTH LINE OF LOT 22 OF BLOCK 1 IN  
869 HEINEMANN AND GROSS' SUBDIVISION OF PART OF LOT 3 IN DAVLIN, KELLY  
870 AND CARROLL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
871 JULY 14, 1909 AS DOCUMENT NO. 4406409; THENCE WESTWARD ALONG SOUTH

872 LINE OF SAID LOT 22 OF BLOCK 1 TO THE EAST LINE OF NORTH RIDGEWAY  
873 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH RIDGEWAY  
874 AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF LOT  
875 27 OF BLOCK 2 IN SAID HEINEMANN AND GROSS' SUBDIVISION; THENCE  
876 NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY  
877 AND NORTHWESTERLY) OF SAID LOT 27 OF BLOCK 2 TO THE SOUTH LINE OF LOT  
878 17 OF SAID BLOCK 2; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 17 OF  
879 BLOCK 2 TO THE EAST LINE OF NORTH HAMLIN AVENUE; THENCE NORTHWARD  
880 ALONG EAST LINE OF SAID NORTH HAMLIN AVENUE TO THE SOUTH LINE  
881 (EXTENDED EAST) OF LOT 11 IN WM. J. SWEENEY'S SUBDIVISION OF LOT 6 IN  
882 CIRCUIT COURT COMMON DIVISION IN WEST HALF OF THE SOUTHWEST  
883 QUARTER OF SAID SECTION 23; THENCE WESTWARD ALONG SOUTH LINE  
884 (EXTENDED EAST AND WEST) TO THE SOUTHWEST CORNER OF LOT 1 IN SAID  
885 WM. J. SWEENEY'S SUBDIVISION; THENCE NORTHWESTERLY ALONG  
886 SOUTHWESTERLY LINE (EXTENDED NORTHWESTERLY) OF SAID LOT 1 TO THE  
887 EAST LINE OF NORTH AVERS AVENUE; THENCE WESTWARD ACROSS SAID  
888 NORTH AVERS AVENUE ALONG A LINE PARALLEL WITH SOUTH LINE OF SAID  
889 LOT 1 TO THE WEST LINE OF 66 FEET WIDE NORTH AVERS AVENUE; THENCE  
890 NORTHWARD ALONG WEST LINE OF SAID NORTH AVERS AVENUE TO THE NORTH  
891 LINE OF 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST SCHOOL STREET; THENCE  
892 WESTWARD ALONG NORTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
893 EAST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTHWARD ALONG EAST  
894 LINE OF SAID NORTH SPRINGFIELD AVENUE TO THE NORTHEASTERLY LINE OF A  
895 16 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE  
896 AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
897 NORTHWESTERLY) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
898 NORTHWESTERLY LINE (EXTENDED NORTHEASTERLY) OF SAID NORTH  
899 SPRINGFIELD AVENUE; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY  
900 LINE (EXTENDED NORTHEASTERLY) OF SAID NORTH SPRINGFIELD AVENUE TO  
901 THE NORTHEASTERLY LINE OF 66 FEET WIDE NORTH MILWAUKEE AVENUE;  
902 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
903 NORTHWESTERLY) OF SAID NORTH MILWAUKEE AVENUE TO THE NORTH LINE  
904 OF SAID WEST SCHOOL STREET; THENCE WESTWARD ALONG NORTH LINE  
905 (EXTENDED WEST) OF SAID WEST SCHOOL STREET TO THE WEST LINE OF NORTH  
906 PULASKI ROAD; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH  
907 PULASKI ROAD TO THE NORTH LINE OF WEST MELROSE STREET; THENCE  
908 WESTWARD ALONG NORTH LINE OF SAID WEST MELROSE STREET TO THE EAST  
909 LINE (EXTENDED NORTH AND SOUTH) OF A 16 FEET WIDE PUBLIC ALLEY, WEST  
910 OF NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG EAST LINE (EXTENDED  
911 NORTH AND SOUTH) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE  
912 OF 66 FEET WIDE WEST BELMONT AVENUE; THENCE EASTWARD ALONG SOUTH  
913 LINE OF SAID WEST BELMONT AVENUE TO THE WEST LINE OF 66 FEET WIDE  
914 NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
915 NORTH PULASKI ROAD TO A LINE 133 FEET SOUTH OF AND PARALLEL WITH  
916 SOUTH LINE OF SAID WEST BELMONT AVENUE; THENCE EASTWARD ALONG SAID  
917 PARALLEL LINE ACROSS SAID NORTH PULASKI ROAD, 66 FEET TO THE POINT OF

918 BEGINNING, ALL AFORESAID LEGAL DESCRIPTION HEREBY WRITTEN ON THIS  
919 30th DAY OF NOVEMBER 1999, ALL IN COOK COUNTY, ILLINOIS.  
920

921 **PARCEL 2:**

922  
923 THAT PART OF SECTIONS 22, 23, 26 AND 27, TOWNSHIP 40 NORTH, RANGE 13, EAST  
924 OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY,  
925 ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
926

927 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF  
928 AFORESAID SECTION 26 (INTERSECTION OF THE CENTER LINES OF WEST  
929 BELMONT AVENUE AND NORTH PULASKI ROAD); THENCE SOUTHWARD ALONG  
930 THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26, 166.00 FEET  
931 MORE OR LESS TO THE CENTER LINE OF A 16 FEET WIDE PUBLIC ALLEY,  
932 EXTENDED WEST (SOUTH OF WEST BELMONT AVENUE); THENCE EASTWARD  
933 ALONG SAID CENTER LINE OF VACATED ALLEY, 33 FEET TO THE EAST LINE OF  
934 SAID NORTH PULASKI ROAD FOR THE POINT OF BEGINNING;

935  
936 THENCE EASTWARD ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE  
937 WEST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTH ALONG THE SAID  
938 WEST LINE OF NORTH SPRINGFIELD AVENUE, 8.00 FEET TO THE NORTHEAST  
939 CORNER OF LOT 35 IN CHAS. SEEGER'S SUBDIVISION OF LOT 1 OF HAUSSEN AND  
940 SEEGER'S ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26,  
941 1912 AS DOCUMENT NUMBER 23771; THENCE EASTWARD ACROSS SAID NORTH  
942 SPRINGFIELD AVENUE TO THE NORTHWEST CORNER OF LOT 11 IN AFORESAID  
943 CHAS. SEEGER'S SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST LINE OF  
944 SAID NORTH SPRINGFIELD AVENUE TO THE SOUTH LINE, EXTENDED EAST, OF  
945 LOT 34 IN SAID CHAS. SEEGER'S SUBDIVISION; THENCE WESTWARD ALONG  
946 SOUTH LINE, EXTENDED EAST, OF SAID LOT 34 TO THE SOUTHWEST CORNER OF  
947 SAID LOT 34; THENCE WESTWARD ACROSS 16 FEET WIDE PUBLIC ALLEY TO THE  
948 SOUTHEAST CORNER OF LOT 47 IN SAID CHAS. SEEGER'S SUBDIVISION; THENCE  
949 WESTWARD ALONG SOUTH LINE OF SAID LOT 47 TO THE EAST LINE OF NORTH  
950 HARDING AVENUE; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID  
951 NORTH HARDING AVENUE TO THE SOUTH LINE, EXTENDED EAST, OF 16 FEET  
952 WIDE PUBLIC ALLEY, NORTH OF WEST BARRY AVENUE; THENCE WESTWARD  
953 ALONG THE SOUTH LINE, EXTENDED EAST, OF SAID 16 FEET WIDE PUBLIC ALLEY  
954 TO THE EAST LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY, WEST OF SAID  
955 NORTH HARDING AVENUE; THENCE SOUTHWARD ALONG THE EAST LINE OF  
956 SAID PUBLIC ALLEY TO THE SOUTH LINE, EXTENDED EAST, OF ANOTHER 16 FEET  
957 WIDE PUBLIC ALLEY, NORTH OF WEST BARRY AVENUE; THENCE WESTWARD  
958 ALONG SOUTH LINE, EXTENDED EAST, OF SAID 16 FEET WIDE PUBLIC ALLEY TO  
959 THE EAST LINE OF NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG EAST  
960 LINE OF SAID NORTH PULASKI ROAD TO THE SOUTH LINE OF SAID WEST BARRY  
961 AVENUE; THENCE WESTWARD ALONG SOUTH LINE, EXTENDED EAST, OF SAID  
962 WEST BARRY AVENUE TO THE EAST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST  
963 OF SAID NORTH PULASKI ROAD; THENCE NORTHWARD ACROSS SAID WEST

964 BARRY AVENUE TO THE SOUTHEAST CORNER OF LOT 4 IN COLLINS AND  
965 GAUNTLETT'S 40<sup>th</sup> AVENUE AND NOBLE AVENUE ADDITION TO CHICAGO IN EAST  
966 HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTHWARD  
967 ALONG EAST LINE OF SAID LOT 4 TO ITS NORTHEAST CORNER; THENCE  
968 WESTWARD ALONG NORTH LINE OF SAID COLLINS AND GAUNTLETT'S 40<sup>th</sup>  
969 AVENUE AND NOBLE AVENUE ADDITION TO CHICAGO TO THE WEST LINE OF  
970 NORTH KARLOV AVENUE; THENCE NORTHWARD ALONG WEST LINE OF SAID  
971 NORTH KARLOV AVENUE TO THE SOUTH LINE OF 16 FEET WIDE PUBLIC ALLEY,  
972 SOUTH OF WEST BELMONT AVENUE; THENCE WESTWARD ALONG SOUTH LINE  
973 OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH TRIPP  
974 AVENUE; THENCE NORTHWARD ALONG EAST LINE, EXTENDED NORTH, OF SAID  
975 NORTH TRIPP AVENUE TO THE NORTH LINE OF WEST BELMONT AVENUE;  
976 THENCE EASTWARD ALONG NORTH LINE OF SAID WEST BELMONT AVENUE TO  
977 THE EAST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST OF NORTH PULASKI  
978 ROAD; THENCE SOUTHWARD ALONG EAST LINE, EXTENDED SOUTH, OF SAID 16  
979 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF SAID WEST BELMONT  
980 AVENUE; THENCE EASTWARD ALONG SOUTH LINE OF SAID SOUTH LINE OF WEST  
981 BELMONT AVENUE TO THE WEST LINE OF 66 FEET WIDE NORTH PULASKI ROAD;  
982 THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH PULASKI ROAD TO A  
983 LINE 133 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID WEST  
984 BELMONT AVENUE; THENCE EASTWARD ACROSS NORTH PULASKI ROAD ALONG  
985 SAID PARALLEL LINE A DISTANCE OF 66 FEET TO THE POINT OF BEGINNING. ALL  
986 AFORESAID LEGAL DESCRIPTION HEREBY WRITTEN ON THIS 20<sup>th</sup> DAY OF  
987 DECEMBER 2004, ALL IN COOK COUNTY, ILLINOIS

**APPENDIX C: PROPERTIES PREVIOUSLY APPROVED FOR ACQUISITION IN UNDERLYING REDEVELOPMENT AREA PLAN**

Parcels Authorized to be Acquired*			
13	35	234	032
13	35	234	033
13	35	236	021
13	35	236	022
13	35	236	023
13	35	236	024
13	35	236	025
13	35	402	001
13	35	402	002
13	35	402	003
13	35	402	004
13	36	125	007
13	36	125	008
13	36	125	009
13	36	125	010
13	36	125	011
13	36	125	017
13	36	125	018
13	36	300	009
13	36	300	010
13	36	300	011
13	36	300	026
13	36	300	027
13	36	302	001
13	36	302	002
13	36	305	001
13	36	305	002
13	36	307	001
13	36	307	002

\* Parcels were authorized for acquisition previously under the Armitage/California-St. Louis Redevelopment Plan. These sites are depicted in Figure G of the Redevelopment Plan.

**APPENDIX D: EQUALIZED ASSESSED VALUATION BY PARCEL**

**Part 1 - Original Project Area  
1998 Equalized Assessed Valuation by Parcel**

Parcel Number				1998 EAV
13	22	437	020	\$33,542
13	22	437	021	\$45,486
13	22	437	022	\$99,855
13	22	437	023	\$99,855
13	22	437	024	\$99,855
13	22	437	025	\$318,706
13	23	325	001	\$203,433
13	23	325	002	\$19,961
13	23	325	003	\$23,377
13	23	325	007	\$3,745
13	23	325	008	\$7,492
13	23	325	009	\$7,492
13	23	325	010	\$19,589
13	23	325	011	\$8,922
13	23	325	012	\$61,658
13	23	325	013	\$433,543
13	23	325	014	\$108,675
13	23	325	015	\$121,124
13	23	325	016	\$14,627
13	23	325	017	\$7,492
13	23	325	018	\$16,094
13	23	325	019	\$16,094
13	23	325	020	\$16,094
13	23	325	021	\$28,439
13	23	325	022	\$25,529
13	23	325	023	\$33,948
13	23	325	024	\$35,310
13	23	325	025	\$55,832
13	23	325	026	\$66,642
13	23	325	027	\$76,198
13	23	325	028	\$74,801
13	23	325	029	\$159,107
13	23	325	030	\$29,538
13	23	325	031	\$18,741
13	23	325	032	\$18,741
13	23	325	033	\$143,379
13	23	325	034	\$214,408
13	23	325	035	\$290,302
13	23	325	036	\$7,920
13	23	325	037	\$7,920
13	23	325	041	\$24,631
13	23	325	042	\$7,920
13	23	325	043	\$7,920
13	23	325	044	\$77,362
13	23	325	045	\$15,281
13	23	325	046	\$14,708
13	23	325	047	\$14,150
13	23	325	048	\$113,588

Parcel Number				1998 EAV
13	23	325	049	\$84,656
13	23	325	050	\$42,013
13	23	325	051	\$67,038
13	23	325	052	\$82,326
13	23	325	053	\$431,509
13	23	327	012	\$176,823
13	23	327	013	\$14,374
13	23	327	014	\$14,374
13	23	327	015	\$14,374
13	23	327	016	\$14,374
13	23	327	017	\$14,374
13	23	327	018	\$14,374
13	23	327	019	\$14,374
13	23	327	020	\$14,374
13	23	327	021	\$14,374
13	23	327	022	\$14,374
13	23	327	024	\$667,701
13	23	327	026	\$500,897
13	23	327	032	\$3,824
13	23	328	018	\$73,820
13	23	328	019	\$43,766
13	23	328	020	\$46,181
13	23	328	021	\$46,181
13	23	328	022	\$82,437
13	23	328	023	\$23,039
13	23	328	024	\$23,039
13	23	328	025	\$21,771
13	23	328	026	\$73,482
13	25	315	001	\$55,125
13	25	315	002	\$44,320
13	25	315	003	\$198,905
13	25	315	004	\$46,663
13	25	315	005	\$100,646
13	25	315	019	\$8,733
13	25	315	020	\$3,146
13	25	315	021	\$85,365
13	25	315	022	\$42,393
13	25	315	023	\$67,910
13	25	315	024	\$86,152
13	25	315	025	\$86,152
13	25	315	026	\$86,152
13	25	315	027	\$53,316
13	25	315	028	\$20,478
13	25	315	030	\$34,344
13	25	315	031	\$80,822
13	25	315	032	\$73,931
13	25	315	033	\$60,037
13	25	315	034	\$257,128

Parcel Number				1998 EAV
13	25	315	035	\$1,158
13	25	315	036	\$414,562
13	25	315	037	\$88,866
13	25	315	038	\$49,059
13	25	315	039	\$71,298
13	25	315	040	\$89,007
13	25	315	041	\$12,447
13	25	315	042	\$60,660
13	25	315	043	\$41,590
13	25	315	044	\$94,043
13	25	315	045	\$89,007
13	25	315	046	\$11,852
13	25	315	047	\$11,852
13	25	315	048	\$186,456
13	25	315	049	\$3,824
13	25	315	050	\$7,257
13	25	315	051	\$10,614
13	25	315	056	\$0
13	25	321	011	\$15,950
13	25	321	012	\$11,224
13	25	321	013	\$113,614
13	25	321	014	\$21,424
13	25	321	015	\$61,113
13	25	321	016	\$33,605
13	25	321	017	\$29,605
13	25	322	030	\$89,178
13	25	322	031	\$114,307
13	25	322	032	\$85,853
13	25	322	033	\$30,961
13	25	322	034	\$21,365
13	25	322	035	\$32,668
13	25	322	036	\$22,228
13	25	322	037	\$114,778
13	25	322	038	\$183,373
13	25	322	039	\$75,573
13	25	322	040	\$81,783
13	25	322	041	\$13,860
13	25	500	041	\$46,480
13	25	500	042	\$41,708
13	25	500	045	\$0
13	25	500	046	\$0
13	26	100	001	\$214,559
13	26	100	002	\$586,299
13	26	101	001	\$379,096
13	26	102	005	\$74,851
13	26	102	006	\$21,088
13	26	102	007	\$20,358
13	26	102	008	\$261,771

Parcel Number				1998 EAV
13	26	102	009	\$160,316
13	26	102	051	\$60,148
13	26	102	054	\$158,261
13	26	102	055	\$120,291
13	26	103	001	\$0
13	26	103	003	\$345,486
13	26	103	005	\$195,696
13	26	103	006	\$36,400
13	26	103	007	\$291,171
13	26	103	008	\$261,254
13	26	104	022	\$229,875
13	26	104	023	\$91,556
13	26	104	024	\$91,556
13	26	104	025	\$56,649
13	26	104	026	\$16,262
13	26	104	027	\$285,741
13	26	105	024	\$16,606
13	26	105	025	\$14,119
13	26	105	026	\$15,198
13	26	105	027	\$6,732
13	26	105	028	\$109,566
13	26	105	046	\$118,022
13	26	108	053	\$0
13	26	109	001	\$370,101
13	26	109	002	\$472,190
13	26	112	046	\$11,540
13	26	112	047	\$12,593
13	26	112	052	\$1,335,267
13	26	115	001	\$109,651
13	26	115	002	\$74,720
13	26	115	003	\$64,215
13	26	115	004	\$13,306
13	26	115	005	\$72,229
13	26	115	006	\$69,467
13	26	115	007	\$153,535
13	26	116	001	\$376,674
13	26	116	002	\$254,547
13	26	116	003	\$80,763
13	26	116	004	\$120,524
13	26	117	001	\$404,659
13	26	117	002	\$44,845
13	26	117	003	\$90,265
13	26	117	004	\$89,308
13	26	117	005	\$84,539
13	26	117	006	\$98,041
13	26	117	007	\$111,872
13	26	117	008	\$118,321
13	26	117	010	\$718,188

Parcel Number				1998 EAV
13	26	117	023	\$29,405
13	26	117	024	\$29,405
13	26	117	025	\$33,793
13	26	117	026	\$35,493
13	26	117	027	\$33,250
13	26	117	028	\$35,029
13	26	117	038	\$97,335
13	26	208	022	\$0
13	26	208	023	\$9,541
13	26	208	046	\$24,905
13	26	218	078	\$20,665
13	26	218	079	\$25,821
13	26	218	080	\$2,646
13	26	218	087	\$254,987
13	26	218	088	\$172,918
13	26	218	089	\$172,600
13	26	218	090	\$129,255
13	26	218	091	\$69,785
13	26	218	092	\$62,759
13	26	218	093	\$68,662
13	26	218	094	\$155,645
13	26	218	097	\$123,871
13	26	218	102	\$95,632
13	26	222	001	\$586,831
13	26	222	002	\$38,663
13	26	222	003	\$46,970
13	26	222	004	\$96,356
13	26	222	005	\$60,497
13	26	222	006	\$63,051
13	26	222	007	\$121,392
13	26	222	008	\$94,342
13	26	222	009	\$53,769
13	26	222	043	\$135,034
13	26	223	001	\$88,515
13	26	223	002	\$65,796
13	26	223	003	\$59,548
13	26	223	004	\$64,736
13	26	223	005	\$80,236
13	26	223	006	\$102,952
13	26	223	007	\$100,714
13	26	223	008	\$59,335
13	26	223	009	\$36,925
13	26	223	010	\$118,207
13	26	223	011	\$85,834
13	26	223	012	\$106,717
13	26	223	013	\$144,440
13	26	223	014	\$195,844
13	26	225	001	\$87,671
13	26	225	002	\$64,338

Parcel Number				1998 EAV
13	26	225	003	\$130,953
13	26	225	004	\$184,023
13	26	225	005	\$250,946
13	26	225	006	\$77,140
13	26	225	007	\$36,481
13	26	225	008	\$0
13	26	225	009	\$244,724
13	26	225	012	\$73,327
13	26	225	013	\$147,797
13	26	225	014	\$111,624
13	26	225	015	\$80,807
13	26	225	016	\$139,346
13	26	225	048	\$26,876
13	26	225	049	\$4,142
13	26	225	050	\$32,548
13	26	225	051	\$23,009
13	26	225	052	\$30,747
13	26	225	053	\$8,425
13	26	225	054	\$144,961
13	26	225	055	\$75,638
13	26	225	057	\$49,761
13	26	225	058	\$0
13	26	226	019	\$0
13	26	226	029	\$0
13	26	226	030	\$322,821
13	26	226	031	\$0
13	26	226	032	\$68,445
13	26	402	011	\$38,388
13	26	402	012	\$38,447
13	26	402	013	\$38,892
13	26	402	014	\$49,359
13	26	402	015	\$49,359
13	26	402	016	\$49,477
13	26	402	017	\$80,733
13	26	402	018	\$176,873
13	26	402	019	\$43,925
13	26	402	031	\$287,655
13	26	402	032	\$67,900
13	26	402	033	\$33,627
13	26	404	001	\$291,169
13	26	404	002	\$267,044
13	26	404	003	\$518,433
13	26	404	004	\$477,025
13	26	405	001	\$760,306
13	26	405	003	\$130,794
13	26	405	004	\$451,834
13	26	406	010	\$674,958

Parcel Number				1998 EAV
13	26	406	011	\$545,871
13	26	408	001	\$203,579
13	26	408	017	\$236,741
13	26	408	018	\$57,983
13	26	408	019	\$222,147
13	26	408	020	\$150,751
13	26	408	021	\$102,732
13	26	408	022	\$206,774
13	26	408	023	\$245,267
13	26	408	024	\$0
13	26	408	025	\$0
13	26	408	030	\$0
13	26	408	031	\$0
13	26	408	032	\$1,439
13	26	408	033	\$1,399
13	26	408	034	\$1,399
13	26	408	035	\$1,399
13	26	408	036	\$1,735
13	26	408	037	\$1,735
13	26	408	038	\$2,128
13	26	408	039	\$1,735
13	26	408	040	\$1,849
13	26	408	041	\$1,735
13	26	408	042	\$1,399
13	26	408	043	\$1,626
13	26	414	001	\$549,468
13	26	414	002	\$1,179,125
13	26	415	001	\$126,009
13	26	415	002	\$490,480
13	26	415	003	\$75,379
13	26	415	004	\$67,950
13	26	415	005	\$94,095
13	26	415	006	\$143,873
13	26	415	007	\$172,310
13	26	415	008	\$61,702
13	26	415	009	\$275,053
13	26	415	030	\$0
13	26	427	029	\$39,022
13	26	427	030	\$16,153
13	26	427	031	\$13,858
13	26	427	032	\$17,197
13	26	427	033	\$69,173
13	26	427	034	\$34,876
13	26	427	035	\$47,478
13	26	427	036	\$115,005
13	26	428	018	\$76,942
13	26	428	019	\$112,365
13	26	428	020	\$47,304
13	26	428	021	\$57,582

Parcel Number				1998 EAV
13	26	428	031	\$77,480
13	26	428	032	\$72,970
13	26	428	033	\$71,614
13	26	429	013	\$33,034
13	26	429	014	\$38,072
13	26	429	017	\$71,209
13	26	429	018	\$89,668
13	26	429	019	\$68,641
13	26	429	031	\$92,079
13	26	429	033	\$123,511
13	35	127	042	\$9,755
13	35	127	043	\$9,755
13	35	127	044	\$44,346
13	35	127	045	\$168,947
13	35	128	021	\$178,946
13	35	128	022	\$26,072
13	35	128	023	\$11,928
13	35	128	024	\$0
13	35	128	025	\$0
13	35	128	026	\$63,708
13	35	128	029	\$21,546
13	35	128	028	\$98,623
13	35	128	030	\$140,743
13	35	206	001	\$241,232
13	35	206	002	\$0
13	35	206	003	\$149,105
13	35	206	004	\$59,346
13	35	206	005	\$53,920
13	35	206	006	\$57,172
13	35	206	007	\$57,214
13	35	206	008	\$364,436
13	35	207	001	\$18,137
13	35	207	002	\$79,109
13	35	207	003	\$75,026
13	35	207	004	\$78,967
13	35	207	005	\$161,672
13	35	207	006	\$137,733
13	35	208	001	\$69,789
13	35	208	002	\$47,903
13	35	208	003	\$65,602
13	35	208	004	\$74,487
13	35	208	018	\$307,970
13	35	208	019	\$290,208
13	35	208	020	\$166,911
13	35	232	012	\$25,714
13	35	232	013	\$26,634
13	35	232	014	\$35,864

Parcel Number				1998 EAV
13	35	232	015	\$24,025
13	35	232	016	\$52,106
13	35	232	017	\$58,208
13	35	232	018	\$63,123
13	35	232	019	\$41,523
13	35	232	020	\$27,101
13	35	232	026	\$152,443
13	35	234	028	\$63,049
13	35	234	029	\$52,985
13	35	234	030	\$26,630
13	35	234	031	\$17,849
13	35	234	032	\$7,902
13	35	234	033	\$7,902
13	35	234	035	\$52,697
13	35	234	036	\$42,767
13	35	236	020	\$55,755
13	35	236	021	\$3,895
13	35	236	022	\$3,895
13	35	236	023	\$4,046
13	35	236	024	\$31,724
13	35	236	025	\$75,538
13	35	236	026	\$63,487
13	35	236	029	\$41,305
13	35	236	030	\$77,807
13	35	236	031	\$35,936
13	35	236	032	\$40,193
13	35	236	033	\$82,230
13	35	236	034	\$39,094
13	35	304	001	\$10,171
13	35	304	002	\$7,024
13	35	304	003	\$7,763
13	35	304	004	\$26,451
13	35	304	005	\$3,895
13	35	304	006	\$64,185
13	35	304	007	\$8,404
13	35	304	042	\$45,560
13	35	304	043	\$5,993
13	35	305	001	\$64,743
13	35	305	005	\$8,606
13	35	305	006	\$8,606
13	35	305	007	\$8,606
13	35	305	008	\$0
13	35	305	046	\$79,246
13	35	305	047	\$36,945
13	35	306	001	\$130,604
13	35	306	002	\$29,313
13	35	306	003	\$35,208
13	35	306	004	\$24,506
13	35	306	007	\$27,837

Parcel Number				1998 EAV
13	35	306	008	\$2,038
13	35	306	009	\$99,002
13	35	306	044	\$22,327
13	35	306	045	\$23,536
13	35	400	001	\$74,411
13	35	400	002	\$21,631
13	35	400	003	\$149,114
13	35	400	004	\$76,761
13	35	400	005	\$10,036
13	35	400	006	\$30,682
13	35	400	007	\$15,408
13	35	400	008	\$31,929
13	35	400	042	\$47,594
13	35	400	043	\$196,056
13	35	401	001	\$102,503
13	35	401	004	\$26,468
13	35	401	005	\$106,458
13	35	401	006	\$39,325
13	35	401	007	\$4,118
13	35	401	008	\$4,118
13	35	401	009	\$4,118
13	35	401	010	\$89,491
13	35	401	044	\$85,801
13	35	402	001	\$64,632
13	35	402	002	\$1,944
13	35	402	003	\$12,356
13	35	402	004	\$4,118
13	35	402	005	\$57,809
13	35	402	006	\$21,932
13	35	402	007	\$20,613
13	35	402	008	\$54,971
13	35	402	009	\$3,322
13	35	402	010	\$76,863
13	35	402	011	\$148,854
13	35	403	006	\$219,764
13	35	403	007	\$509,294
13	35	403	037	\$198,650
13	35	404	001	\$85,964
13	35	404	002	\$36,651
13	35	404	003	\$4,118
13	35	404	004	\$62,031
13	35	404	005	\$30,558
13	35	404	006	\$45,961
13	35	404	007	\$39,345
13	35	404	008	\$4,118
13	35	404	009	\$4,118
13	35	404	010	\$0
13	35	404	040	\$0

Parcel Number				1998 EAV
13	35	404	041	\$0
13	35	405	001	\$55,278
13	35	405	002	\$4,118
13	35	405	003	\$37,658
13	35	405	004	\$192,753
13	35	405	005	\$45,817
13	35	405	006	\$77,803
13	35	405	007	\$10,592
13	35	405	008	\$91,543
13	35	405	009	\$4,118
13	35	405	010	\$48,038
13	35	405	011	\$34,216
13	35	405	012	\$153,123
13	36	100	001	\$93,383
13	36	100	002	\$5,703
13	36	100	003	\$29,017
13	36	100	004	\$3,800
13	36	100	009	\$135,448
13	36	100	015	\$47,422
13	36	100	018	\$31,968
13	36	100	019	\$11,174
13	36	100	020	\$0
13	36	100	023	\$0
13	36	100	024	\$0
13	36	100	025	\$565,359
13	36	100	027	\$430,988
13	36	101	001	\$192,391
13	36	101	002	\$53,959
13	36	101	003	\$28,138
13	36	101	004	\$94,789
13	36	101	005	\$69,408
13	36	101	006	\$34,752
13	36	101	007	\$31,833
13	36	101	008	\$47,905
13	36	101	009	\$0
13	36	101	010	\$30,972
13	36	101	011	\$33,237
13	36	101	029	\$121,174
13	36	101	039	\$147,383
13	36	102	001	\$194,297
13	36	102	002	\$43,184
13	36	102	003	\$33,021
13	36	102	004	\$28,291
13	36	102	012	\$12,244
13	36	102	013	\$9,873
13	36	102	014	\$28,677
13	36	102	015	\$12,057
13	36	102	016	\$7,473

Parcel Number				1998 EAV
13	36	102	017	\$44,891
13	36	102	018	\$44,823
13	36	102	019	\$3,056
13	36	102	020	\$6,616
13	36	102	021	\$46,164
13	36	102	022	\$32,099
13	36	102	023	\$24,060
13	36	102	024	\$135,459
13	36	102	025	\$747,514
13	36	102	026	\$88,846
13	36	102	027	\$185,795
13	36	102	028	\$176,439
13	36	102	029	\$12,325
13	36	102	030	\$14,906
13	36	105	029	\$3,558
13	36	105	030	\$3,531
13	36	105	031	\$2,531
13	36	105	032	\$24,254
13	36	105	033	\$48,753
13	36	105	034	\$42,920
13	36	105	035	\$44,073
13	36	105	036	\$42,794
13	36	105	037	\$42,554
13	36	105	038	\$21,832
13	36	105	039	\$95,155
13	36	107	030	\$40,387
13	36	107	031	\$121,037
13	36	107	032	\$57,621
13	36	107	033	\$59,875
13	36	107	034	\$110,044
13	36	107	035	\$562
13	36	107	036	\$35,295
13	36	107	037	\$27,816
13	36	107	038	\$9,746
13	36	107	039	\$9,746
13	36	107	040	\$22,351
13	36	107	041	\$50,482
13	36	107	042	\$32,474
13	36	107	087	\$25,681
13	36	107	088	\$25,112
13	36	107	089	\$5,352
13	36	107	090	\$41,061
13	36	109	038	\$138,982
13	36	109	039	\$25,211
13	36	109	040	\$20,068
13	36	109	041	\$26,643
13	36	109	079	\$25,346
13	36	109	080	\$0

Parcel Number				1998 EAV
13	36	109	081	\$0
13	36	109	082	\$50,713
13	36	109	084	\$68,342
13	36	109	085	\$41,444
13	36	109	086	\$79,492
13	36	109	090	\$18,067
13	36	109	091	\$31,201
13	36	113	027	\$297,877
13	36	113	028	\$72,900
13	36	113	072	\$531,739
13	36	113	075	\$268,304
13	36	113	076	\$57,421
13	36	115	035	\$123,494
13	36	115	036	\$15,776
13	36	115	037	\$9,834
13	36	115	038	\$0
13	36	115	039	\$80,142
13	36	115	040	\$23,137
13	36	115	041	\$119,450
13	36	115	042	\$35,439
13	36	115	043	\$4,796
13	36	115	044	\$26,798
13	36	115	045	\$4,796
13	36	115	046	\$53,626
13	36	116	032	\$26,760
13	36	116	033	\$5,395
13	36	116	051	\$377,552
13	36	116	052	\$264,324
13	36	116	055	\$34,442
13	36	116	056	\$40,786
13	36	123	006	\$62,511
13	36	123	007	\$27,192
13	36	123	008	\$87,458
13	36	123	013	\$5,594
13	36	123	014	\$25,448
13	36	123	015	\$55,847
13	36	123	016	\$24,781
13	36	123	017	\$45,357
13	36	123	018	\$30,519
13	36	124	011	\$48,130
13	36	124	012	\$39,565
13	36	124	013	\$75,226
13	36	124	014	\$29,607
13	36	124	015	\$39,792
13	36	124	016	\$7,603
13	36	124	017	\$40,928
13	36	124	018	\$62,223
13	36	124	019	\$0
13	36	124	021	\$5,609

Parcel Number				1998 EAV
13	36	124	022	\$8,216
13	36	124	023	\$57,761
13	36	125	005	\$110,543
13	36	125	006	\$65,177
13	36	125	007	\$22,909
13	36	125	008	\$15,693
13	36	125	009	\$12,554
13	36	125	010	\$13,598
13	36	125	011	\$177,749
13	36	125	012	\$10,764
13	36	125	013	\$13,620
13	36	125	014	\$31,177
13	36	125	015	\$3,163
13	36	125	016	\$21,091
13	36	125	017	\$52,320
13	36	125	018	\$25,115
13	36	202	051	\$92,463
13	36	202	052	\$56,799
13	36	202	053	\$22,237
13	36	202	054	\$11,632
13	36	202	055	\$36,400
13	36	210	001	\$110,139
13	36	210	002	\$20,053
13	36	210	003	\$23,427
13	36	210	004	\$28,097
13	36	210	005	\$31,877
13	36	210	006	\$16,120
13	36	210	007	\$176,245
13	36	210	008	\$25,243
13	36	210	009	\$45,063
13	36	210	010	\$27,831
13	36	210	011	\$6,699
13	36	210	012	\$17,895
13	36	210	013	\$52,137
13	36	210	014	\$60,235
13	36	214	004	\$49,113
13	36	214	005	\$98,228
13	36	214	006	\$49,113
13	36	214	007	\$9,705
13	36	214	008	\$9,352
13	36	214	009	\$9,705
13	36	214	010	\$9,705
13	36	214	011	\$9,705
13	36	214	012	\$9,705
13	36	214	022	\$211,623
13	36	215	035	\$70,882
13	36	215	036	\$116,433
13	36	215	037	\$60,710

Parcel Number				1998 EAV
13	36	215	038	\$11,918
13	36	215	039	\$35,493
13	36	215	044	\$50,543
13	36	215	048	\$94,621
13	36	215	049	\$404,197
13	36	215	050	\$550,747
13	36	218	001	\$86,488
13	36	218	002	\$43,435
13	36	218	003	\$43,435
13	36	218	004	\$11,658
13	36	218	005	\$34,081
13	36	219	001	\$76,715
13	36	219	002	\$126,670
13	36	219	003	\$112,313
13	36	219	004	\$21,152
13	36	219	005	\$67,655
13	36	219	006	\$51,243
13	36	219	007	\$42,617
13	36	219	008	\$11,806
13	36	219	009	\$34,756
13	36	219	011	\$34,292
13	36	219	012	\$57,861
13	36	219	013	\$77,746
13	36	219	014	\$41,671
13	36	219	015	\$49,368
13	36	219	016	\$23,872
13	36	220	001	\$10,819
13	36	220	002	\$10,335
13	36	220	003	\$10,335
13	36	220	004	\$11,619
13	36	220	005	\$20,657
13	36	220	006	\$20,657
13	36	220	007	\$20,657
13	36	220	008	\$20,657
13	36	220	009	\$20,657
13	36	221	017	\$251,981
13	36	221	032	\$448,575
13	36	221	065	\$41,183
13	36	221	066	\$22,998
13	36	221	067	\$2,847
13	36	221	068	\$36,317
13	36	221	069	\$91,615
13	36	221	070	\$51,021
13	36	221	071	\$73,234
13	36	225	001	\$7,756
13	36	225	002	\$10,202
13	36	225	003	\$10,202
13	36	225	004	\$10,202
13	36	225	005	\$10,202

Parcel Number				1998 EAV
13	36	225	006	\$15,259
13	36	225	007	\$3,710
13	36	225	027	\$126,016
13	36	225	040	\$222,908
13	36	225	041	\$61,275
13	36	225	043	\$62,544
13	36	225	044	\$185,771
13	36	225	045	\$50,931
13	36	225	046	\$26,037
13	36	225	047	\$995,953
13	36	228	001	\$107,905
13	36	228	002	\$36,744
13	36	228	003	\$34,745
13	36	228	004	\$29,296
13	36	228	005	\$75,398
13	36	228	008	\$132,124
13	36	228	022	\$5,044
13	36	228	023	\$27,861
13	36	228	024	\$17,566
13	36	228	025	\$25,623
13	36	228	026	\$27,569
13	36	228	027	\$10,784
13	36	228	028	\$10,867
13	36	228	029	\$23,759
13	36	228	030	\$25,562
13	36	228	031	\$30,192
13	36	228	032	\$21,125
13	36	228	033	\$23,273
13	36	228	034	\$4,661
13	36	228	035	\$23,188
13	36	228	036	\$24,694
13	36	228	037	\$21,372
13	36	228	038	\$27,179
13	36	228	039	\$5,563
13	36	228	040	\$29,860
13	36	229	029	\$0
13	36	229	030	\$0
13	36	229	031	\$7,335
13	36	229	032	\$71,935
13	36	229	033	\$47,786
13	36	229	034	\$3,625
13	36	229	035	\$4,532
13	36	229	036	\$22,769
13	36	229	037	\$4,796
13	36	229	038	\$4,796
13	36	229	039	\$25,426
13	36	229	040	\$14,158
13	36	229	041	\$23,194

Parcel Number				1998 EAV
13	36	229	042	\$22,756
13	36	229	043	\$23,111
13	36	229	044	\$23,048
13	36	229	045	\$4,796
13	36	229	046	\$4,796
13	36	229	049	\$4,028
13	36	229	050	\$52,719
13	36	229	051	\$93,064
13	36	229	052	\$22,695
13	36	229	053	\$22,682
13	36	229	054	\$3,265
13	36	229	055	\$31,133
13	36	229	056	\$29,544
13	36	230	001	\$64,643
13	36	230	002	\$59,256
13	36	230	003	\$59,167
13	36	230	004	\$175,972
13	36	230	005	\$162,625
13	36	230	006	\$24,264
13	36	230	007	\$12,000
13	36	230	008	\$50,720
13	36	230	009	\$9,557
13	36	230	010	\$109,621
13	36	230	011	\$141,691
13	36	230	012	\$39,362
13	36	230	013	\$9,921
13	36	230	014	\$57,013
13	36	230	015	\$57,013
13	36	230	016	\$9,810
13	36	230	017	\$10,516
13	36	230	018	\$47,565
13	36	230	019	\$76,297
13	36	230	020	\$34,085
13	36	230	021	\$25,086
13	36	230	022	\$8,105
13	36	230	024	\$71,937
13	36	230	025	\$71,937
13	36	230	026	\$32,696
13	36	230	027	\$32,284
13	36	230	028	\$23,447
13	36	230	029	\$97,402
13	36	230	030	\$41,109
13	36	230	031	\$52,788
13	36	230	032	\$52,788
13	36	230	033	\$35,848
13	36	230	034	\$35,870
13	36	230	035	\$55,860
13	36	230	036	\$88,371
13	36	230	037	\$301,921

Parcel Number				1998 EAV
13	36	230	038	\$125,527
13	36	230	039	\$201,564
13	36	230	040	\$209,340
13	36	230	041	\$119,445
13	36	230	088	\$23,848
13	36	230	089	\$38,582
13	36	230	090	\$29,557
13	36	230	091	\$47,958
13	36	230	092	\$47,958
13	36	231	018	\$393,433
13	36	233	032	\$195,753
13	36	300	009	\$143,828
13	36	300	010	\$41,287
13	36	300	011	\$75,387
13	36	300	026	\$219,673
13	36	300	027	\$217,940
13	36	302	001	\$4,796
13	36	302	002	\$4,796
13	36	302	003	\$37,409
13	36	302	004	\$36,437
13	36	302	005	\$4,796
13	36	302	024	\$61,709
13	36	302	025	\$30,737
13	36	302	026	\$20,648
13	36	302	027	\$25,721
13	36	302	028	\$0
13	36	302	029	\$0
13	36	303	001	\$148,778
13	36	303	002	\$5,530
13	36	303	003	\$76,268
13	36	303	021	\$123,559
13	36	303	022	\$164,231
13	36	304	001	\$80,554
13	36	304	018	\$82,357
13	36	305	001	\$2,952
13	36	305	002	\$5,881
13	36	305	003	\$112,080
13	36	305	022	\$202,936
13	36	306	001	\$93,762
13	36	306	022	\$185,878
13	36	307	001	\$12,755
13	36	307	002	\$12,755
13	36	307	050	\$218,655
13	36	400	001	\$75,200
13	36	400	002	\$0
13	36	400	003	\$0
13	36	400	004	\$25,073
13	36	400	005	\$39,188

Parcel Number				1998 EAV
13	36	400	006	\$91,331
13	36	402	001	\$37,169
13	36	402	002	\$21,014
13	36	402	003	\$20,227
13	36	402	004	\$24,781
13	36	402	005	\$19,608
13	36	402	006	\$22,207
13	36	402	007	\$41,527
13	36	402	008	\$17,478
13	36	402	009	\$17,524
13	36	402	010	\$0
13	36	402	011	\$51,975
13	36	402	012	\$18,684
13	36	402	013	\$23,310
13	36	402	014	\$22,444
13	36	402	015	\$24,062
13	36	402	016	\$575
13	36	402	019	\$24,164
13	36	402	020	\$30,168
13	36	402	021	\$24,029
13	36	402	022	\$108,849
13	36	402	023	\$26,002
13	36	402	049	\$0
13	36	403	015	\$149,626
13	36	403	016	\$366,221
13	36	404	001	\$39,713
13	36	404	002	\$31,853
13	36	404	003	\$27,517
13	36	404	004	\$2,904
13	36	404	007	\$24,986
13	36	404	008	\$15,602
13	36	404	009	\$26,414
13	36	404	010	\$50,478
13	36	404	020	\$7,606
13	36	404	021	\$9,624
13	36	404	022	\$8,358
13	36	404	024	\$0
13	36	404	025	\$131,090
13	36	404	026	\$25,226
13	36	404	027	\$14,287
13	36	404	028	\$59,666
13	36	404	029	\$27,022
13	36	404	030	\$73,628
13	36	404	031	\$10,533
13	36	404	032	\$6,274
13	36	404	033	\$2,056
13	36	404	034	\$56,675
13	36	500	001	\$0
13	36	500	002	\$0

Parcel Number				1998 EAV
13	36	500	003	\$0
13	36	500	004	\$0
13	36	500	005	\$0
13	36	500	006	\$0
13	36	500	007	\$0
13	36	500	008	\$0
13	36	500	009	\$0
13	36	500	010	\$0
13	36	500	011	\$0
13	36	500	012	\$0
13	36	500	013	\$0
13	36	500	014	\$0
13	36	500	015	\$0
13	36	500	016	\$0
13	36	500	017	\$0
13	36	500	018	\$0
13	36	500	019	\$0
13	36	500	020	\$0
13	36	500	021	\$0
13	36	500	022	\$0
13	36	500	023	\$0
13	36	500	024	\$0
13	36	500	025	\$0
13	36	500	026	\$0
13	36	500	027	\$0
13	36	500	028	\$0
13	36	500	029	\$0
13	36	500	030	\$0
13	36	500	031	\$0
Total				\$72,137,399

**APPENDIX D: EQUALIZED ASSESSED VALUATION BY PARCEL**

**Part 2 - Amendment Area**

**2003 Equalized Assessed Valuation by Parcel**

Parcel Number	2003 EAV
13-25-314-001	\$202,833
13-25-314-002	\$140,538
13-25-314-003	\$68,262
13-25-314-004	\$101,742
13-25-314-011	\$0
13-25-314-012	\$73,285
13-25-314-018	\$154,965
13-25-314-019	\$208,940
13-25-314-020	\$139,353
13-25-314-021	\$169,662
13-25-314-022	\$162,467
13-25-314-023	\$81,232
13-25-314-024	\$292,364
13-25-314-025	\$291,747
13-25-314-026	\$85,279
13-25-314-027	\$0
13-25-314-030	\$108,728
13-25-314-031	\$0
13-25-314-032	\$0
13-25-314-033	\$0
13-25-314-034	\$217,363
13-25-314-035	\$0
13-25-314-036	\$29,067
13-25-314-037	\$0
13-25-314-038	\$118,700
13-25-314-052	\$294,802
13-25-314-053	\$0
13-25-500-010	\$0
13-26-100-012	\$32,029
13-26-100-013	\$25,287
13-26-100-014	\$25,287
13-26-100-015	\$11,797
13-26-100-026	\$187,599
13-26-101-002	\$32,167
13-26-101-003	\$25,223
13-26-101-012	\$33,355
13-26-101-013	\$26,285
13-26-214-082	\$364,493
13-26-214-083	\$78,728
13-26-214-084	\$80,111
13-26-214-085	\$422,483
13-26-214-086	\$208,456
13-26-214-087	\$74,739
13-26-214-088	\$62,577
13-26-214-089	\$65,932
13-26-214-090	\$49,196
13-26-214-091	\$340,768
13-26-215-095	\$111,663
13-26-215-096	\$618,512

Parcel Number	2003 EAV
13-26-215-097	\$364,542
13-26-215-098	\$268,300
13-26-215-104	\$100,370
13-26-215-105	\$259,878
13-27-204-001	\$117,947
13-27-204-002	\$63,106
13-27-204-003	\$54,236
13-27-204-004	\$53,146
13-27-204-005	\$81,289
13-27-204-006	\$7,379
13-27-204-021	\$322,086
13-27-204-056	\$74,006
13-27-204-058	\$981,627
13-27-204-059	\$448,345
13-27-205-003	\$0
13-27-205-004	\$348,364
13-27-207-018	\$0
13-27-207-023	\$1,471,755
13-27-207-024	\$513,006
13-27-207-025	\$0
13-35-128-015	\$0
13-35-231-014	\$76,748
13-35-231-015	\$79,629
13-35-231-016	\$55,670
13-35-231-017	\$58,093
13-35-231-018	\$125,241
13-35-231-019	\$68,769
13-35-231-020	\$59,574
13-35-231-021	\$109,919
13-35-231-022	\$101,169
13-35-231-023	\$56,610
13-35-231-024	\$25,415
13-35-231-025	\$50,834
13-35-231-026	\$73,312
13-36-103-001	\$257,054
13-36-103-002	\$88,727
13-36-103-003	\$85,291
13-36-103-004	\$103,749
13-36-103-005	\$34,081
13-36-103-006	\$34,656
13-36-103-007	\$52,539
13-36-103-008	\$45,322
13-36-103-009	\$45,450
13-36-103-010	\$218,398
13-36-103-011	\$151,145
13-36-103-012	\$47,263
13-36-103-013	\$52,059
13-36-103-014	\$43,051
13-36-103-015	\$46,623

Parcel Number	2003 EAV
13-36-103-016	\$167,881
13-36-103-017	\$258,279
13-36-103-018	\$45,285
13-36-103-019	\$85,549
13-36-103-020	\$59,212
13-36-103-021	\$42,685
13-36-407-010	\$10,326
13-36-407-011	\$105,784
13-36-407-012	\$89,328
13-36-407-013	\$49,454
13-36-407-034	\$56,479
13-36-407-035	\$56,479
13-36-407-036	\$56,479
13-36-407-037	\$55,301
13-36-407-038	\$56,479
13-36-407-039	\$31,038
13-36-407-040	\$421,622
13-36-408-028	\$0
13-36-408-050	\$10,326
Total	\$15,251,781

**APPENDIX E**

**FULLERTON/MILWAUKEE  
REDEVELOPMENT PLAN  
AND PROJECT  
HOUSING IMPACT STUDY**

**AMENDMENT No. 1**

December 30, 2004

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## INTRODUCTION

Teska Associates, Inc. has been retained to conduct a Housing Impact Study for the City of Chicago (the "City") Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11 - 74.4 - 1, et seq.) (the "Act"). This report summarizes the analyses and findings of the consultants' work, which is the responsibility of the of Teska Associates, Inc.

The Fullerton/Milwaukee Redevelopment Project Area ("Project Area") is located approximately 5 miles northwest of the central business district of Chicago. The Project Area encompasses portions of four major corridors: West Armitage Avenue from North Ridgeway Avenue to North Milwaukee Avenue, West Fullerton Avenue from North Kimball Avenue to North Francisco Avenue, West Belmont Avenue from North Tripp Avenue to North Hamlin Avenue, and Milwaukee Avenue from West Homer Avenue to West School Avenue.

As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and the City does not certify at that time that no displacement of residents will occur, the municipality shall prepare a housing impact study and incorporate the study in the Redevelopment Plan.

The number and type of residential buildings in the Project Area potentially affected by the Redevelopment Plan were identified during the survey of building condition and land use conducted as part of the eligibility analysis for the Project Area. An estimate of the number of residential units within each such building, and whether such residential units were inhabited or uninhabited, was based on a number of analytical tools including, where appropriate, physical building surveys, Cook County tax assessment records, and United States Census data. As of November 24, 2004 the Project Area contained 1,577 residential units, of which 1,434 were inhabited and 143 were uninhabited.

The goal of the Redevelopment Plan is not to displace existing residents. The primary goal of the Redevelopment Plan is to increase housing opportunities and strengthen commercial nodes. However, the City is unable to certify that no displacement of residents will occur throughout the 23-year life of the Redevelopment Plan. Therefore, based on the requirements of the Act, this housing impact study contains the following parts:

Part I herein identifies the residential units in number and type, indicating whether they are inhabited or uninhabited, and the racial and ethnic composition of the residents. Specifically, the housing impact study shall provide the following:

1. data as to whether the residential units are single family or multi-family units;
2. the number and type of rooms within the units, if that information is available;
3. data as to whether the units are inhabited or uninhabited, as determined not less than 45 days before the Redevelopment Plan is considered by the Community Development Commission; and
4. data as to the racial and ethnic composition of the residents in the inhabited residential units (this data requirement shall be deemed to be fully satisfied by data from the most recent federal census).

Part II herein identifies the inhabited residential units in the proposed project area that may be removed, including:

1. the number and location of those units that may be removed;
2. the municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residences are to be removed;
3. the availability of replacement housing for those residents whose residences are to be removed, and the type, location, and cost of the housing; and
4. the type and extent of relocation assistance to be provided.

## **PART I: RESIDENTIAL UNITS**

Part I of this study provides the type, size and number of residential units within the Project Area, the number of inhabited and uninhabited units, and the racial and ethnic composition of the residents in the inhabited residential units.

### **Type and Number of Residential Units**

Field studies conducted by the Teska Associates, Inc. indicate that the Project Area contains 1,577 residential units. There are 27 single family homes, 537 units in multi-family buildings, and 1,013 units in mixed use buildings (typically, upper story apartments above commercial uses).

### **Type and Number of Rooms in Residential Units**

Tables E-1, E-2, and E-3, respectively, describe the distribution of the 1,577 residential units in the Project Area by number of rooms, by number of bedrooms, and by kitchen and plumbing facilities.

For purposes of this study, data has been gathered from the 2000 United States Census and is represented in Block Groups. A Block Group is a combination of census blocks (a census block is the smallest entity for which the Census Bureau collects and tabulates 100-percent data). The Block Group is the lowest level of geography for which the Census Bureau has tabulated sample, or long-form, data. In this study, we have relied on the 2000 federal census because it is the best available information regarding the structures and residents of the Project Area. We have obtained information for the thirty-five block groups which contain residential units in the Project Area. These thirty-five block groups contain a total of 21,246 residential units.

The number of conventional residential units in the Project Area (1,577) represents 7.4% of the total residential units within the thirty-five block groups. Therefore, that percentage has been consistently applied to estimate the distributions of rooms, number of bedrooms, and kitchen and plumbing facilities as presented in the tables below. For example, the number of one-room units in all thirty-five block groups is 1,691. Multiplying 7.4% by this total determines that there are 126 one-room units in the Project Area ( $1,691 \times 0.074 = 125.52$ ).

Table E-1 shows the estimated number (rounded to the nearest whole number) of conventional residential units in the Project Area, by number of rooms. As defined by the Census Bureau, a room includes living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished

space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

*Table E-1 Estimated Number of Rooms per Dwelling Unit*

Number of Rooms	Number of Units within All Block Groups	Number of Units within Project Area
1	1,127	83
2	1,607	119
3	3,033	224
4	4,650	344
5	5,172	383
6	3,481	258
7	896	66
B	340	25
9 or more	940	70
Total	21,246	1,572

*Source: 2000 Census, US Bureau of the Census*

Table E-2 describes the estimated number of bedrooms in the conventional residential units in the Project Area. As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A residential unit consisting of only one room, such as a one-room efficiency apartment, is classified by definition as having no bedroom.

*Table E-2 Estimated Number of Bedrooms per Dwelling Unit*

Number of Bedrooms	Number of Units within All Block Groups	Number of Units within Project Area
0	1,691	125
1	5,076	376
2	8,032	594
3	4,918	364
4	976	72
5 or more	553	41
Total	21,246	1,572

*Source: 2000 Census, US Bureau of the Census*  
*Numbers may not add due to rounding*

Table E-3 describes the estimated number of conventional residential units in the Project Area with kitchen facilities and with plumbing facilities. As defined by the Census Bureau, a unit has complete kitchen facilities when it has all of the following: (1) an installed sink with piped water, (2) a range, cook top and convection or microwave oven, or cookstove, and (3) a refrigerator. All kitchen facilities must be located in the structure. They need not be in the same room. Portable cooking equipment is not considered a range or cookstove. An ice box is not considered to be a refrigerator. As defined by the Census Bureau, complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the house, apartment, or mobile home, but not necessarily in the same room. Housing facilities are classified as lacking complete plumbing facilities when any of the three facilities are not present.

Table E-3 Estimated Number of Units with Kitchen and Plumbing Facilities

Facility	Number of Units within All Block Groups which have Facility	Number of Units within Project Area which have Facility	Percentage of Project Area Total
Kitchen	20,720	1,533	97.5 %
Plumbing	20,744	1,535	97.6 %

Source: 2000 Census, US Bureau of the Census

### Inhabited Units

Field surveys were completed on a building-by-building basis by Teska Associates, Inc. to determine the total number of inhabited and uninhabited residential units within the Project Area. As required by the Act, this information was ascertained as of November 24, 2004, which is not less than 45 days before the date that the resolution required by subsection (a) of Section 11-74.4-5 of the Act is or will be passed.

The Project Area contains 1,577 residential units, including 1,434 inhabited units and 143 uninhabited units. All of these uninhabited units are contained in multifamily or mixed use buildings.

Table E-4 Types of Dwelling Units

Type of Unit	Inhabited	Vacant	Total
Single Family Home	27	0	27
Units in Multiple Family Buildings	504	33	537
Units in Mixed Use Buildings	903	110	1013
Total	1434	143	1577

Source: TAI Field Survey

### Demographics

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units is determined according to the most recent federal census data.

First, the estimated number of persons in the Project Area is calculated. The United States Department of Housing and Urban Development (HUD) has determined a family size adjustment rate based on the number of bedrooms in a unit. This rate is applied to the estimated number of units in the Project Area, in order to estimate the number of persons living in the Project Area. Estimates are shown in Table E-5 below. Currently, approximately 4,849 persons reside in the Project Area.

*Table E-5 Estimated Number of Residents*

Number of Bedrooms	Number of Units within Project Area (see Table B-2)	HUD Family Size Adjustment Rate (persons per unit)	Estimated Number of Persons within Project Area
0	125	1.0	125
1	376	1.5	564
2	594	3.0	1,782
3	364	4.5	1,638
4	72	6.0	432
5 or more	41	7.5	308
Total	1,572	n/a	4,849

*Source: United States Department of Housing and Urban Development, 2000*

Second, racial and ethnic composition is available from the 2000 United States Census, for the thirty-five block groups which contain residential units in the Project Area. These block groups contain a total of 60,099 residents. Table E-6 identifies the residents of the thirty-five block groups by their racial and ethnic composition, and estimates the racial and ethnic composition of the estimated 4,849 residents of the Project Area. For example, census data indicates that 43.9% of the total number of residents in the thirty-five block groups are white. By applying this percentage to the estimated Project Area population of 4,849 and rounding to the nearest whole number, we estimate that there are 2,129 white persons among the 4,849 residents of the Project Area ( $4,849 \times 0.439 = 2,129$ ).

Table E-6 Estimated Racial and Ethnic Composition of Residents

	2000 Census Percentage in All Block Groups	Estimated Number of Residents within Project Area
<b>Race</b>		
White Only	43.9%	2,129
Black or African American Only	5.6%	272
American Indian and Alaska Native Only	0.8%	39
Asian Only	1.8%	87
Native Hawaiian and Other Pacific Islander Only	0.1%	5
Other Single Race	41.6%	2,017
Two or More Races	6.3%	305
Total	100%	4,854
<b>Ethnic Composition</b>		
Hispanic or Latino (of any race)	67%	3,268

Source: 2000 Census, US Bureau of the Census  
 Totals may not add due to rounding

These units are planned to be replaced by the residential component of the corridor mixed land use as contemplated in the land use plan, which would mitigate the loss of these units.

### Relocation Program

If during the life of the 23-year tax increment financing district, the City acquires property which includes residential units, the City's plans for relocation assistance for qualified residents in the proposed Project Area shall be consistent with the requirements set forth in Section 11-74.4-3(n)(7) of the Act. The terms and conditions of such assistance are described under "Type and Extent of Relocation Assistance" below. The City, as of the date of this report, has prepared no specific relocation plan because it is not the intent of the City to acquire any occupied residential units within the Project Area.

### Availability of Replacement Housing

In accordance with Section 11-74.4-3(n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced resident whose residence is removed is located in or near the Project Area.

To promote development of affordable housing, the Redevelopment Plan requires that developers who receive tax increment financing assistance for market-rate housing are to set aside at least 20 percent of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to households earning no more than 100 percent of the area median income (adjusted for family size), and affordable rental units should be affordable to households earning no more than 60 percent of the area median income (adjusted for family size).

Samples of the type, location, and cost of a sample of possible replacement housing units located in the Avondale, Logan Square, Bucktown, Roscoe Village, Palmer Square, and Humboldt Park community areas are listed in Table E-8. The information presented is based on classified advertisements from the Chicago Reader online newspaper listings (compiled from the October 29, 2004 issue). It is important to note, however, that Chicago has a rental cycle that turns over in greater volume on May 1 and October 1 of each year. The majority of the apartments in the City that turn over in any given year become available during the months prior to those dates. Therefore, housing ads placed at these times will likely reflect a wider variety of rental rates, unit sizes and locations.

*Table E-8. Sample Replacement Housing*

<b>Housing type</b>	<b>Location</b>	<b>Rent</b>
Studio apt	2011 N. Leavitt	\$625
Studio apt	2700 W. Logan	\$550
Studio apt	2959 N. Damen	\$550
One bedroom apt	2457 W. Logan	\$650
One bedroom apt	3530 W. Lyndale	\$595

One bedroom apt	3115 W. Diversey	\$650
One bedroom apt	1940 N. Drake	\$650
One bedroom apt	2252 N. Spaulding	\$650
One bedroom apt	2625 N. Spaulding	\$600
One bedroom apt	2637 N. Spaulding	\$610
One bedroom apt	2452 N. Spaulding	\$610
One bedroom apt	2220 N. Hamilton	\$595
One bedroom apt	2634 W. Armitage	\$575
One bedroom apt	3700 W. Fullerton	\$600
One bedroom apt	1659 N. Humboldt	\$630
One bedroom apt	2840 N. Whipple	\$625
One bedroom apt	4304 N. St. Louis	\$625
One bedroom apt	2335 W. Roscoe	\$625
One bedroom apt	2014 W. Melrose	\$650
One bedroom apt	4337 N. Richmond	\$625
One bedroom apt	2900 W. Belle Plaine	\$600
One bedroom apt	4101 W. Sacramento	\$650
One bedroom apt	4137 N. Kimball	\$600
Two bedroom apt	2252 N. Spaulding	\$750
Two bedroom apt	2011 N. California	\$650
Two bedroom apt	2036 N. Whipple	\$600
Two bedroom apt	2046 N. California	\$650
Two bedroom apt	2452 N. Spaulding	\$610
Two bedroom apt	2544 N. Springfield	\$650
Two bedroom apt	3602 W. Irving Park	\$850
Two bedroom apt	4137 N. Kimball	\$725

Source: Chicago Reader October 29, 2004 On-line edition

### Type and Extent of Relocation Assistance

In the event that the implementation of the Redevelopment Plan results in the removal by the City of residential housing units in the Redevelopment Project Area occupied by low-income households or very low-income households, the occupants of such units shall be provided relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. The City shall make a good faith effort to ensure that affordable replacement housing for the aforementioned households is located in or near the Redevelopment Project Area.

As used in the above paragraph, "low-income households," "very low-income households" and "affordable housing" have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Redevelopment Plan, these statutory terms have the following meaning: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937 ("Section 8"); (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD for purposes of Section 8; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

An estimate of the number of low and very low-income households in the Redevelopment Project Area is based on the 2000 United States Census data for the block groups which contain the residential units in the Project Area.

First, the thirty-five block groups which contain residential units in the Project Area contain a total of 21,246 residential units, and the Project Area contains 1,577 residential units (7.4% of the block group total). Census data also indicates that there are 19,551 households in the thirty-five block groups. Therefore, we estimate that there are 1,447 households in the Project Area ( $19,551 \times 0.074 = 1,447$ ).

Table E-9 shows the percentage of households in the block groups by household income level.

Table E-9 Estimated Number of Households by Income Level

1989 Household Income	Number of Households within All Block Groups	Percent of Households	Estimated Number of Households within Project Area
up to \$14,999	4,249	21.7%	314
\$15,000 to \$34,999	6,203	31.7%	459
\$35,000 or more	9,099	46.5%	673
Total	19,551	100.0%	1,447

Source: 2000 Census, US Bureau of the Census

Second, the number of occupied units by household size is determined, based on the fact that in the Project Area, 1,434 of 1,577 residential units are occupied (90.9%). For example, if there are 376 one bedroom residential units in the Project Area, approximately 342 are occupied ( $376 \times 0.909 = 342$ )

Table E-10 Estimated Number of Occupied Units by Number of Bedrooms

Number of Bedrooms	Number of Units within Project Area (see Table E-5)	Estimated Number of Occupied Units within Project Area	HUD Family Size Adjustment Rate (persons per unit)
0	125	114	1.0
1	376	342	1.5
2	594	540	3.0
3	364	331	4.5
4	72	65	6.0
5 or more	41	37	7.5
Total	1,573	1,430	n/a

Source: United States Department of Housing and Urban Development, Fiscal Year 1999 Income Limits

Third, since 2000 Census household income data were collected in 1999, they are compared to 1999 low-income, very low-income, and 30% of the area median income threshold limits as determined by HUD. The HUD income limits are based on family size and defined as follows:

- The low-income limit is defined as "80% of the median family income for the area, subject to adjustments for areas with unusually high or low incomes or housing costs."
- The very low-income limit is defined as "50% of the median family income for the area, subject to specified adjustments for areas with unusually high or low incomes."
- The 30% of the area median income limit is "a new income targeting standard of the 1998 Act Amendments to the Housing Act of 1937; to avoid inconsistencies with other limits, it is defined as 60% of the four-person family very low-income limit, adjusted for family size."

These income limits are also adjusted for family size so that larger families have higher income limits. Using the criteria listed above, the following information is determined:

- 456 occupied residential units (31.9%) have zero or one bedroom. This corresponds to a household size of 1 to 1.5 persons. For comparison to the HUD income thresholds, we assume a household size of 1 to 2 persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$13,410 (for 1 person) to \$15,300 (for 2 persons)
very low-income (50% of median)	\$22,350 (for 1 person) to \$25,500 (for 2 persons)
low-income (80% of median)	\$35,760 (for 1 person) to \$40,800 (for 2 persons)

- 871 occupied residential units (60.9%) have two or three bedrooms. This corresponds to a household size of 3 to 4.5 persons. For comparison to the HUD income thresholds, we assume a household size of 3 to 5 persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$17,250 (for 3 persons) to \$20,670 (for 5 persons)
very low-income (50% of median)	\$28,750 (for 3 persons) to \$34,450 (for 5 persons)
low-income (80% of median)	\$46,000 (for 3 persons) to \$55,120 (for 5 persons)

- 102 occupied residential units (7.1%) have four or more bedrooms. This corresponds to a household size of 6 to 7.5 persons. For comparison to the HUD income thresholds, we assume a household size of 6 to 8 persons. For this household size:

To be considered:	A household of this size must have an annual income of not more than:
30% of the area median income	\$22,200 (for 6 persons) to \$25,260 (for 8 persons)
very low-income (50% of median)	\$37,000 (for 6 persons) to \$42,100 (for 8 persons)
low-income (80% of median)	\$59,200 (for 6 persons) to \$67,360 (for 8 persons)

## PART II: RELOCATION PLANS

As required by the Act, Part II contains information on any acquisition, relocation program, replacement housing and relocation assistance.

### Residential Units Which May be Removed

The Redevelopment Plan indicates that no property is being targeted for acquisition under the 2005 Amendment. It also states the underlying Armitage/California - St. Louis Redevelopment Area previously identified several properties for acquisition. These properties are identified in Appendix C. Appendix C identifies parcels of real property on which there are buildings containing residential units that could be removed if the underlying Redevelopment Plan is implemented. Hence, there is a possibility over the 23-year life of the Project Area that some inhabited residential units may be removed as a result of the implementation of the previously adopted underlying acquisition plan. The methodology used to estimate the number and location of residential units that may be removed is as follows:

1. First, all inhabited residential units previously identified on any underlying acquisition maps are counted. The Armitage/California - St. Louis Redevelopment Area Plan identified three mixed use structures with four residential units that may be acquired. The number of inhabited residential units that may be removed under this step is 3.
2. Second, if any properties were targeted for acquisition, inhabited residential units on those properties would be counted. Since no properties are identified for acquisition in the Redevelopment Plan, no inhabited residential units are counted in this step.
3. Third, we count the number of residential units that exist where the future land use indicated by the Redevelopment Plan is different than the current use. No parcels which currently contain residential units are designated for redevelopment to a different future land use that would preclude the inclusion of residential units on site, therefore the Redevelopment Plan is not minimizing the number of potential residential units in the future. The number of residential units removed under this step is zero.

In total, 3 inhabited residential units may be removed, as described below:

Table E-7 Residential Units Which May be Removed

PIN	Address	Number of Dwelling Units	Type of Building	Reason for Potential Removal	Proposed Future Land Use
13-35-236-025	3224 W. Armitage	1	mixed use	previously approved acquisition	Mixed Use
13-35-236-024	3226 W. Armitage	2	mixed use	previously approved acquisition	Mixed Use
13-36-300-010	3107 W. Armitage	1	mixed use	previously approved acquisition	Mixed Use

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# LEGAL DESCRIPTION FOR FULLERTON/MILWAUKEE TIF DISTRICT

## PARCEL 1

THAT PART OF SECTIONS 22, 23, 25, 26, 27, 35 AND 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 26 (INTERSECTION OF THE CENTER LINES OF WEST BELMONT AVENUE AND NORTH PULASKI ROAD); THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26, 166.00 FEET MORE OR LESS TO THE CENTER LINE OF A 16 FEET WIDE PUBLIC ALLEY, EXTENDED WEST (SOUTH OF WEST BELMONT AVENUE); THENCE EASTWARD ALONG SAID CENTER LINE OF VACATED ALLEY, 33 FEET TO THE EAST LINE OF SAID NORTH PULASKI ROAD FOR THE POINT OF BEGINNING;

THENCE EASTWARD ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE WEST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTH ALONG THE SAID WEST LINE OF NORTH SPRINGFIELD AVENUE, 8.00 FEET TO THE NORTHEAST CORNER OF LOT 35 IN CHAS. SEEGER'S SUBDIVISION OF LOT 1 OF HAUSSEN AND SEEGER'S ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 1912 AS DOCUMENT NUMBER 23771; THENCE EASTWARD ACROSS SAID NORTH SPRINGFIELD AVENUE TO THE NORTHWEST CORNER OF LOT 11 IN AFORESAID CHAS. SEEGER'S SUBDIVISION; THENCE EASTWARD, 126.1 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 16 FEET WIDE PUBLIC ALLEY TO THE NORTHWESTERLY LINE OF NORTH AVERS AVENUE; THENCE NORTHEASTERLY LONG THE NORTHWESTERLY LINE OF SAID NORTH AVERS AVENUE TO THE SOUTHWESTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID NORTH MILWAUKEE AVENUE TO THE NORTHWESTERLY LINE OF NORTH HAMLIN AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID NORTH HAMLIN AVENUE TO THE SOUTHWESTERLY LINE OF A 16 FEET WIDE AFORESAID PUBLIC ALLEY (SOUTHWESTERLY OF NORTH MILWAUKEE AVENUE); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 16 FEET WIDE PUBLIC ALLEY TO THE NORTHWESTERLY LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY; (SOUTHEASTERLY OF NORTH RIDGEWAY AVENUE); SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 10 IN JOHN B. DAWSON'S SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY

44 LINE OF 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHWESTERLY LINE OF WEST  
45 OAKDALE AVENUE, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF  
46 LOT 22 OF AFORESAID JOHN B. DAWSON'S SUBDIVISION; THENCE  
47 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID WEST OAKDALE  
48 AVENUE TO THE NORTHEAST CORNER OF LOT 57 IN AFORESAID JOHN B.  
49 DAWSON'S SUBDIVISION; THENCE EASTWARD ALONG SOUTH LINE OF SAID  
50 WEST OAKDALE AVENUE TO THE WEST LINE OF NORTH CENTRAL PARK  
51 AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
52 CENTRAL PARK AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF A 16 FEET  
53 PUBLIC ALLEY SOUTH OF NORTH MILWAUKEE AVENUE; THENCE EASTWARD  
54 ACROSS SAID NORTH CENTRAL PARK AVENUE, ALONG THE SAID EXTENDED  
55 LINE TO THE NORTHWEST CORNER OF LOT 47 OF BLOCK 1 IN WM. E.  
56 HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION IN THE WEST HALF OF THE  
57 NORTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD ALONG THE  
58 NORTH LINE OF SAID LOT 47, 103.65 FEET TO THE NORTHEAST CORNER OF SAID  
59 LOT 47; THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF SAID LOT  
60 47, 27.1 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 47; THENCE  
61 SOUTHWARD ALONG THE EAST LINES OF LOTS 43, 44, 45, 46 AND 47 IN BLOCK 1  
62 OF SAID WM. E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION TO THE  
63 NORTH LINE OF LOT 17, EXTENDED WEST IN AFORESAID BLOCK 1; THENCE  
64 EASTWARD ALONG THE SAID NORTH LINE OF LOT 17 OF BLOCK 1, 120.8 FEET;  
65 THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF AFORESAID LOT 17,  
66 19.2 FEET MORE OR LESS TO THE WEST LINE OF NORTH DRAKE AVENUE; THENCE  
67 CONTINUING SOUTHEASTERLY ALONG THE PROLONGATION OF LAST  
68 DESCRIBED COURSE, ACROSS SAID NORTH DRAKE AVENUE TO THE EAST LINE  
69 OF SAID NORTH DRAKE AVENUE; THENCE SOUTHWARD ALONG EAST LINE OF  
70 SAID NORTH DRAKE AVENUE TO THE NORTHWEST CORNER OF LOT 28 OF BLOCK  
71 2 IN SAID WM. E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION; THENCE  
72 EASTWARD ALONG SAID NORTH LINE OF LOT 28, 76.1 FEET; THENCE  
73 SOUTHEASTERLY ALONG NORTHEASTERLY LINES OF LOTS 27 AND 28 OF SAID  
74 BLOCK 2 TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE CONTINUING  
75 SOUTHEASTERLY ALONG THE PROLONGATION OF LAST DESCRIBED COURSE.  
76 SAID PROLONGATION ALSO BEING THE NORTHEASTERLY LINES OF LOTS 19 AND  
77 20 OF SAID BLOCK 2 TO THE NORTHEAST CORNER OF SAID LOT 19 OF BLOCK 2;  
78 THENCE SOUTHWARD ALONG EAST LINE OF SAID LOT 19, EXTENDED SOUTH TO  
79 THE SOUTH LINE OF WEST WOLFRAM STREET; THENCE EASTWARD ALONG SAID  
80 SOUTH LINE OF WEST WOLFRAM STREET TO THE SOUTHWESTERLY LINE OF A 16  
81 FEET WIDE PUBLIC ALLEY (SOUTHWESTERLY OF NORTH MILWAUKEE AVENUE);  
82 THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF 16 FEET WIDE  
83 PUBLIC ALLEY TO THE WEST LINE OF SAID PUBLIC ALLEY; THENCE SOUTHWARD  
84 ALONG WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF  
85 ANOTHER 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST DIVERSEY AVENUE;  
86 THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 16 FEET WIDE PUBLIC  
87 ALLEY TO THE NORTHEAST CORNER OF LOT 27 IN BLOCK 3 IN AFORESAID WM. E.  
88 HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION; THENCE SOUTHWARD  
89 ALONG THE EAST LINE (EXTENDED SOUTH) OF SAID LOT 27 IN BLOCK 3 TO THE

90 SOUTH LINE OF WEST DIVERSEY AVENUE; THENCE EASTWARD ALONG THE  
91 SOUTH LINE OF SAID WEST DIVERSEY AVENUE TO THE WEST LINE OF A 14 FEET  
92 WIDE PUBLIC ALLEY (EAST OF NORTH ST. LOUIS AVENUE) IN THE EAST HALF OF  
93 THE WEST HALF OF THE SOUTHEAST QUARTER OF AFOREMENTIONED SECTION  
94 26; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID 14 FEET PUBLIC ALLEY  
95 TO THE NORTH LINE, EXTENDED WEST, OF LOT 36 OF BLOCK 1 OF STORY'S  
96 MILWAUKEE AVENUE SUBDIVISION OF THE NORTHEAST 15 ACRES OF THE WEST  
97 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD  
98 ALONG NORTH LINES OF LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 AND 48 OF  
99 BLOCK 1 OF SAID STORY'S MILWAUKEE AVENUE SUBDIVISION TO THE EAST  
100 LINE OF ANOTHER 14 FEET WIDE PUBLIC ALLEY WEST OF NORTH KIMBALL  
101 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID 14 FEET WIDE  
102 PUBLIC ALLEY TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 1 OF  
103 STORY'S MILWAUKEE AVENUE SUBDIVISION; THENCE EASTWARD ALONG  
104 NORTH LINE OF SAID LOT 6 TO THE WEST LINE OF NORTH KIMBALL AVENUE,  
105 SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6 OF BLOCK 1 IN  
106 STORY'S MILWAUKEE AVENUE SUBDIVISION; THENCE SOUTHWARD ALONG  
107 WEST LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTHEASTERLY LINE OF  
108 LOT 17, EXTENDED NORTHWESTERLY, IN MILWAUKEE AND DIVERSEY  
109 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 AS  
110 DOCUMENT NUMBER 8339078; THENCE SOUTHEASTERLY ALONG SAID  
111 EXTENDED NORTHEASTERLY LINE OF LOT 17 TO THE MOST NORTHERN CORNER  
112 OF SAID LOT 17, SAID NORTHEASTERLY LINE OF LOT 17 IS ALSO BEING THE  
113 SOUTHWESTERLY LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE  
114 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 16 FEET WIDE  
115 PUBLIC ALLEY, EXTENDED SOUTHEASTERLY, TO THE NORTHEAST CORNER OF  
116 LOT 39 IN GARRETT'S THIRD LOGAN SQUARE SUBDIVISION OF PART OF LOT 2 IN  
117 GARRETT'S SUBDIVISION; THENCE EASTERLY ACROSS NORTH SPAULDING  
118 AVENUE TO THE SOUTHWESTERLY CORNER OF LOT 2 IN GARRETT'S  
119 SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
120 SECTION 26; THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINE OF SAID  
121 LOT 2 TO THE NORTH LINE OF LOT 1 IN GARRETT'S SUBDIVISION OF LOT 1 AND  
122 THE NORTH 20 FEET OF LOT 2 IN HITT AND OTHER'S SUBDIVISION, SAID POINT IS  
123 120.40 FEET EAST OF NORTHWEST CORNER OF SAID LOT 1; THENCE EASTWARD  
124 ALONG THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF NORTH SAWYER  
125 AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH SAWYER  
126 AVENUE TO THE SOUTH LINE OF THE NORTH 5 FEET OF LOT 5 IN AFORESAID  
127 GARRETT'S SUBDIVISION OF LOT 1 AND THE NORTH 20 FEET OF LOT 2 IN HITT  
128 AND OTHER'S SUBDIVISION; THENCE EASTWARD ACROSS SAID NORTH SAWYER  
129 AVENUE TO THE MOST NORTHERN CORNER OF LOT 23 IN HITT AND OTHER'S  
130 SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF EAST HALF OF THE SOUTHEAST  
131 QUARTER OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG THE  
132 SOUTHWESTERLY LINE OF A 16 FEET WIDE ALLEY SOUTHWESTERLY OF NORTH  
133 MILWAUKEE AVENUE, TO THE EAST LINE OF LOT 4 IN THE RESUBDIVISION OF  
134 LOT 28 TO 30 OF BLOCK 3 IN HITT AND OTHER'S SUBDIVISION; THENCE  
135 SOUTHWARD ALONG THE EAST LINE OF SAID LOT 4, EXTENDED SOUTH, TO THE

136 NORTH LINE OF LOT 1 IN HIMES AND FRANK'S RESUBDIVISION OF LOT 31 AND 32  
137 OF BLOCK 3 IN HITT AND OTHER'S SUBDIVISION; THENCE EASTWARD ALONG  
138 THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1;  
139 THENCE SOUTHWARD ALONG EAST LINES OF LOTS 1, 2, 3, 4, 5 AND 6 IN  
140 AFORESAID HIMES AND FRANK'S RESUBDIVISION TO THE SOUTHEAST CORNER  
141 OF SAID LOT 6; THENCE CONTINUING SOUTHWARD ACROSS WEST WRIGHTWOOD  
142 AVENUE TO THE NORTHEAST CORNER OF LOT 1 IN KITTNER'S SUBDIVISION OF  
143 THE NORTH HALF OF LOT 1 OF BLOCK 6 IN HITT AND OTHER'S SUBDIVISION;  
144 THENCE SOUTHWARD ALONG THE EAST LINES OF LOTS 1, 2 AND 3 IN SAID  
145 KITTNER'S SUBDIVISION TO THE SOUTHEAST CORNER OF SAID LOT 3 OF  
146 KITTNER'S SUBDIVISION; THENCE CONTINUING SOUTHWARD ALONG EAST  
147 LINES OF LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE SOUTH HALF OF LOT 1 OF  
148 BLOCK 6 IN HITT AND OTHER'S SUBDIVISION TO THE SOUTH LINE OF THE NORTH  
149 5 FEET OF SAID LOT 3; THENCE EASTWARD ALONG THE SAID SOUTH LINE OF  
150 NORTH 5 FEET, (EXTENDED EAST), OF SAID LOT 3 TO THE WEST LINE OF NORTH  
151 KEDZIE AVENUE, SAID POINT BEING 125 FEET WEST OF THE EAST LINE OF THE  
152 SOUTHEAST QUARTER OF SAID SECTION 26; THENCE EASTWARD ACROSS THE  
153 250 FEET WIDE SAID NORTH KEDZIE AVENUE TO THE NORTHWEST CORNER OF  
154 LOT 13 OF BLOCK 2 IN SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S  
155 DIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1885 AS  
156 DOCUMENT NUMBER 637899; THENCE SOUTH ALONG THE EAST LINE OF NORTH  
157 KEDZIE AVENUE TO THE SOUTH LINE OF A PUBLIC ALLEY, NORTH OF WEST  
158 LINDEN PLACE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID PUBLIC  
159 ALLEY TO A BEND POINT; THENCE CONTINUING SOUTHEASTERLY ALONG AND  
160 BY FOLLOWING THE SOUTHWESTERLY LINE OF SAID PUBLIC ALLEY TO THE  
161 MOST EASTERLY CORNER OF LOT 38 OF BLOCK 1 IN SAID SUBDIVISION OF LOTS 4  
162 AND 6 IN COUNTY CLERK'S DIVISION; THENCE SOUTHWESTERLY ALONG  
163 SOUTHEASTERLY LINE OF SAID LOT 38 TO THE NORTHEASTERLY LINE OF NORTH  
164 LINDEN PLACE; THENCE SOUTHEASTERLY ALONG NORTHEASTERLY LINE OF  
165 SAID NORTH LINDEN PLACE TO THE MOST SOUTHERN CORNER OF LOT 50 OF  
166 BLOCK 1 IN SAID SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S DIVISION;  
167 THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID LOT 50 TO  
168 THE NORTH LINE OF WEST LINDEN PLACE; THENCE EASTWARD ALONG THE  
169 NORTH LINE OF SAID WEST LINDEN PLACE TO THE WEST LINE OF NORTH  
170 SACRAMENTO AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH  
171 SACRAMENTO AVENUE TO THE SOUTHWESTERLY LINE OF NORTH MILWAUKEE  
172 AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE,  
173 EXTENDED SOUTHEASTERLY, OF SAID NORTH MILWAUKEE AVENUE TO THE  
174 NORTH LINE OF WEST FULLERTON AVENUE SAID POINT ALSO BEING THE MOST  
175 EASTERN CORNER OF LOT 17 IN THE SUBDIVISION OF BLOCK 6 IN GEORGE A.  
176 SEAVERN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY  
177 23, 1889AS DOCUMENT NUMBER 1132552; THENCE WESTWARD ALONG THE  
178 NORTH LINE OF SAID WEST FULLERTON AVENUE TO THE EAST LINE OF NORTH  
179 SACRAMENTO AVENUE; THENCE CONTINUING WESTWARD ACROSS SAID NORTH  
180 SACRAMENTO AVENUE TO THE SOUTHEAST CORNER OF LOT 37 OF BLOCK 2 IN  
181 INGHAM'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH

182 19, 1873 AS DOCUMENT NUMBER 88703; THENCE CONTINUING WESTWARD ALONG  
183 THE NORTH LINE OF WEST FULLERTON AVENUE TO THE MOST SOUTHERN  
184 CORNER OF LOT 1 IN CARRIE B. GILBERT'S SUBDIVISION ACCORDING TO THE  
185 PLAT THEREOF RECORDED APRIL 4, 1906 AS DOCUMENT NUMBER 3841277;  
186 THENCE WESTWARD ACROSS NORTH ALBANY AVENUE TO THE SOUTHEAST  
187 CORNER OF LOT 40 OF BLOCK 5 IN THE SUBDIVISION OF LOTS 4 AND 6 IN  
188 COUNTY CLERK'S DIVISION, RECORDED JULY 7, 1885 AS DOCUMENT NUMBER  
189 637899, SAID POINT ALSO BEING ON THE NORTH LINE OF WEST FULLERTON  
190 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF SAID WEST  
191 FULLERTON AVENUE TO THE SOUTHWEST CORNER OF LOT 24 OF BLOCK 5 IN  
192 AFORESAID SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S DIVISION;  
193 THENCE WESTWARD ACROSS SAID NORTH KEDZIE AVENUE TO THE SOUTHEAST  
194 CORNER OF LOT 23 OF BLOCK 7 IN HITT AND OTHER'S SUBDIVISION OF 39 ACRES  
195 ON THE EAST SIDE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
196 SECTION 26; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 23 TO  
197 THE SOUTHWEST CORNER OF SAID LOT 23, SAID SOUTHWEST CORNER IS ALSO  
198 ON EAST LINE OF 20 FEET WIDE PUBLIC ALLEY, WEST OF NORTH KEDZIE  
199 AVENUE; THENCE NORTHWARD ALONG THE EAST LINE OF SAID 20 FEET WIDE  
200 PUBLIC ALLEY TO THE NORTH LINE, (EXTENDED EAST), OF ANOTHER 16 FEET  
201 WIDE PUBLIC ALLEY NORTH OF WEST FULLERTON AVENUE; THENCE  
202 WESTWARD ALONG THE NORTH LINE EXTENDED WEST, OF SAID 16 FEET WIDE  
203 PUBLIC ALLEY TO THE WEST LINE OF NORTH SAWYER AVENUE; THENCE  
204 SOUTHWARD ALONG THE WEST LINE OF SAID NORTH SAWYER AVENUE TO THE  
205 SOUTHEAST CORNER OF LOT 2 IN J. FUERMAN'S SUBDIVISION OF LOTS 16 TO 22  
206 OF BLOCK 8 IN HITT AND OTHER'S SUBDIVISION; THENCE WESTWARD ALONG  
207 THE SOUTH LINE OF SAID LOT 2, 111.5 FEET TO A BEND POINT IN SOUTH LINE OF  
208 SAID LOT 2; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID  
209 LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 IN AFORESAID J. FUERMAN'S  
210 SUBDIVISION; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 1,  
211 EXTENDED WEST TO THE WEST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST OF  
212 NORTH SAWYER AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
213 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 137 IN  
214 DEZENG'S LOGAN SQUARE SUBDIVISION OF LOT 3 IN GARRETT'S SUBDIVISION;  
215 THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 137 TO THE  
216 SOUTHWEST CORNER OF SAID LOT 137; THENCE WESTWARD ACROSS NORTH  
217 SPAULDING AVENUE TO THE SOUTHEAST CORNER OF LOT 66 IN AFORESAID  
218 DEZENG'S LOGAN SQUARE SUBDIVISION; THENCE WESTWARD ALONG THE  
219 SOUTH LINE OF SAID LOT 66 TO THE SOUTHWEST CORNER OF SAID LOT 66;  
220 THENCE CONTINUING WESTWARD ACROSS THE 16 FEET WIDE PUBLIC ALLEY,  
221 WEST OF NORTH SPAULDING AVENUE TO THE SOUTHEAST CORNER OF LOT 53 IN  
222 AFORESAID DEZENG'S LOGAN SQUARE SUBDIVISION; THENCE CONTINUING  
223 WESTWARD ALONG THE SOUTH LINE OF SAID LOT (EXTENDED WEST) TO THE  
224 WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTHWARD ALONG WEST  
225 LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF WEST  
226 FULLERTON AVENUE; THENCE CONTINUING SOUTHWARD ACROSS WEST  
227 FULLERTON AVENUE TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 1 IN

228 ALLPORT'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
229 PAGE 185 IN BOOK 7; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
230 NORTH KIMBALL AVENUE TO THE SOUTH LINE, (EXTENDED WEST), OF A 16 FEET  
231 WIDE PUBLIC ALLEY, (SOUTH OF WEST FULLERTON AVENUE AND ON EAST SIDE  
232 OF SAID NORTH KIMBALL AVENUE); THENCE EASTWARD ALONG SOUTH LINE  
233 (EXTENDED EAST AND WEST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST  
234 LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY, WEST OF NORTH KEDZIE  
235 AVENUE; THENCE NORTHWARD ALONG SAID EAST LINE OF 16 FEET WIDE  
236 PUBLIC ALLEY TO THE NORTHWEST CORNER OF LOT 3 OF BLOCK 1 IN C. N.  
237 SHIPMAN, W. A. BILL AND N. A. MERRILL'S SUBDIVISION OF THE EAST HALF OF  
238 THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE EASTWARD ALONG  
239 THE NORTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3;  
240 THENCE CONTINUING EASTWARD ACROSS NORTH KEDZIE AVENUE TO THE  
241 NORTHWEST CORNER OF LOT 6 OF BLOCK 1 IN BLANCHARD'S SUBDIVISION OF  
242 THAT PART OF THE NORTH 22 RODS OF THE NORTHWEST QUARTER OF SAID  
243 SECTION 36; THENCE EASTWARD ALONG THE NORTH LINE OF SAID LOT 6 TO THE  
244 WEST LINE OF A 16 FEET WIDE PUBLIC ALLEY EAST OF SAID NORTH KEDZIE  
245 AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6;  
246 THENCE SOUTHWARD ALONG THE WEST LINE, (EXTENDED SOUTH), OF SAID 16  
247 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF WEST BELDEN AVENUE;  
248 THENCE EASTWARD ALONG THE SOUTH LINE OF SAID WEST BELDEN AVENUE  
249 TO THE EAST LINE, EXTENDED SOUTH, OF NORTH ALBANY AVENUE; THENCE  
250 NORTHWARD ALONG SAID (EXTENDED SOUTH) EAST LINE OF NORTH ALBANY  
251 AVENUE TO THE SOUTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST  
252 FULLERTON AVENUE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 16  
253 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF ANOTHER 16 FEET WIDE PUBLIC  
254 ALLEY WEST OF NORTH SACRAMENTO AVENUE; THENCE NORTHWARD ALONG  
255 THE EAST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
256 THE SOUTH 11.00 FEET OF LOT 6 IN BLOCK 2 IN AFORESAID BLANCHARD'S  
257 SUBDIVISION; THENCE EASTWARD ALONG SAID NORTH LINE OF THE SOUTH  
258 11.00 FEET OF LOT 6 TO THE EAST LINE OF SAID LOT 6; THENCE CONTINUING  
259 EASTWARD ACROSS SAID NORTH SACRAMENTO AVENUE TO THE NORTHWEST  
260 CORNER OF LOT 7 IN BLOCK 3 IN THE SUBDIVISION OF LOTS 13 AND 14 IN JOHN  
261 MCGOVERN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
262 AUGUST 24, 1872 AS DOCUMENT NUMBER 51791; THENCE EASTWARD ALONG THE  
263 NORTH LINE OF SAID LOT 7 IN BLOCK 3 TO THE NORTHEAST CORNER OF SAID  
264 LOT 7 IN BLOCK 3, SAID POINT IS ALSO ON WEST LINE OF 16 FEET WIDE PUBLIC  
265 ALLEY, EAST OF NORTH SACRAMENTO AVENUE; THENCE SOUTHWARD ALONG  
266 THE WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY, EXTENDED SOUTH, TO  
267 THE SOUTH LINE OF WEST MEDILL AVENUE; THENCE EASTWARD ALONG THE  
268 SOUTH LINE OF SAID WEST MEDILL AVENUE TO THE SOUTHWESTERLY RIGHT OF  
269 WAY LINE OF CHICAGO TRANSIT AUTHORITY RAILROAD, SOUTHWESTERLY OF  
270 NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG THE  
271 SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO TRANSIT AUTHORITY  
272 RAILROAD TO THE NORTH LINE OF WEST BELDEN AVENUE; THENCE  
273 SOUTHWARD ACROSS SAID WEST BELDEN AVENUE TO THE NORTHWEST

274 CORNER OF LOT 5 IN M. MOORE'S SUBDIVISION OF LOT 19 IN JOHN MCGOVERN'S  
275 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1886  
276 AS DOCUMENT NUMBER 765587; THENCE SOUTHWARD ALONG THE WEST LINE  
277 OF SAID LOT 5 TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EASTWARD  
278 ALONG THE SOUTH LINES OF LOTS 5, 4, 3, 2 AND 1 IN AFORESAID M. MOORE'S  
279 SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 1 IN SAID M. MOORE'S  
280 SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST LINE (EXTENDED SOUTH)  
281 OF SAID LOT 1 IN M. MOORE'S SUBDIVISION TO THE NORTH LINE OF LOT 28 OF  
282 BLOCK 1 IN J. JOHNSTON JR.'S SUBDIVISION ACCORDING TO THE PLAT THEREOF  
283 RECORDED NOVEMBER 28, 1881 AS DOCUMENT NUMBER 361265; THENCE  
284 EASTWARD ALONG THE NORTH LINES OF LOTS 28, 29 30, 31, 32, 33 AND 34 OF  
285 BLOCK 1 IN SAID J. JOHNSTON JR.'S SUBDIVISION TO THE SOUTHWESTERLY  
286 RIGHT OF WAY LINE OF AFORESAID CHICAGO TRANSIT AUTHORITY RAILROAD;  
287 THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE  
288 OF SAID CHICAGO TRANSIT AUTHORITY RAILROAD TO THE NORTH LINE OF  
289 WEST LYNDALE STREET; THENCE WESTWARD ALONG THE NORTH LINE OF SAID  
290 WEST LYNDALE STREET TO THE EAST LINE (EXTENDED NORTH) OF THE WEST  
291 0.11 FEET OF LOT 33 OF BLOCK 2 IN AFORESAID J. JOHNSTON JR.'S SUBDIVISION;  
292 THENCE SOUTHWARD ALONG THE EAST LINE OF THE WEST 0.11 FEET OF SAID  
293 LOT 33 OF BLOCK 2 TO THE NORTH LINE OF 16 FEET WIDE PUBLIC ALLEY, SOUTH  
294 OF WEST LYNDALE STREET; THENCE CONTINUING SOUTHWARD ACROSS SAID 16  
295 FEET WIDE PUBLIC ALLEY TO THE NORTHEAST CORNER OF LOT 50 OF BLOCK 2  
296 IN AFORESAID J. JOHNSTON JR.'S SUBDIVISION; THENCE SOUTHWARD ALONG  
297 THE EAST LINE (EXTENDED SOUTH) OF SAID LOT 50 OF BLOCK 2 TO THE SOUTH  
298 LINE OF WEST PALMER STREET; THENCE EASTWARD ALONG THE SOUTH LINE  
299 (EXTENDED EAST) OF SAID WEST PALMER STREET TO THE EAST LINE OF 66 FEET  
300 WIDE NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG THE EAST  
301 LINE OF SAID NORTH CALIFORNIA AVENUE TO THE SOUTHWESTERLY RIGHT OF  
302 WAY LINE OF CHICAGO TRANSIT AUTHORITY RAILROAD, SOUTHWESTERLY OF  
303 NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY BY FOLLOWING THE  
304 SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CHICAGO TRANSIT AUTHORITY  
305 RAILROAD TO THE SOUTHEASTERLY LINE OF LOT 138 IN WHITE AND COLE'S  
306 RESUBDIVISION OF BLOCK 1 OF S. STAVE'S SUBDIVISION RECORDED IN BOOK 173  
307 PAGE 18; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID  
308 LOT 138 TO THE NORTHEASTERLY LINE OF NORTH BINGHAM STREET, SAID POINT  
309 IS ALSO THE MOST SOUTHERN CORNER OF SAID LOT 138; THENCE  
310 NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID NORTH BINGHAM  
311 STREET TO THE MOST SOUTHERN CORNER OF LOT 107 IN SAID WHITE AND  
312 COLE'S RESUBDIVISION; THENCE SOUTHWESTERLY ACROSS SAID NORTH  
313 BINGHAM STREET TO THE MOST EASTERN CORNER OF LOT 106 IN SAID WHITE  
314 AND COLE'S RESUBDIVISION; THENCE CONTINUING SOUTHWESTERLY ALONG  
315 THE SOUTHEASTERLY LINE OF SAID LOT 106 TO THE NORTHEASTERLY LINE OF  
316 NORTH STAVE STREET, SAID POINT IS ALSO THE MOST SOUTHERN CORNER OF  
317 SAID LOT 106; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF  
318 SAID NORTH STAVE STREET TO THE SOUTH LINE (EXTENDED EAST) OF A 16 FEET  
319 WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD

320 ALONG THE SOUTH LINE (EXTENDED EAST) OF SAID PUBLIC ALLEY ACROSS SAID  
321 NORTH STAVE STREET TO THE SOUTHEASTERLY LINE OF LOT 12 IN GRAY AND A  
322 DAM'S SUBDIVISION OF LOTS 1 TO 9 AND 28 TO 30 OF BLOCK 4 IN S. STAVE'S  
323 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1881 AS  
324 DOCUMENT NUMBER 342922; THENCE NORTHEASTERLY ALONG THE  
325 SOUTHEASTERLY LINE OF SAID LOT 12 TO THE MOST EASTERN CORNER OF SAID  
326 LOT 12; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID  
327 LOT 12 TO THE MOST NORTHERN CORNER OF SAID LOT 12, SAID CORNER IS ALSO  
328 THE MOST EASTERN CORNER OF LOT 27 OF BLOCK 4 IN S. STAVE'S SUBDIVISION  
329 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 85 PAGE 19; THENCE  
330 CONTINUING NORTHWESTERLY ALONG THE NORTHEASTERLY LINES OF LOTS 27,  
331 26, 25, 24, 23, 22, 21, 20 AND 19 OF BLOCK 4 IN SAID S. STAVE'S SUBDIVISION TO  
332 THE SOUTHEASTERLY LINE OF WEST FRANCES PLACE, SAID POINT ALSO BEING  
333 THE MOST NORTHERN CORNER OF SAID LOT 19; THENCE SOUTHWESTERLY  
334 ALONG THE SOUTHEASTERLY LINE (EXTENDED SOUTHWESTERLY) OF SAID  
335 WEST FRANCES PLACE TO THE SOUTHWESTERLY LINE OF NORTH POINT STREET;  
336 THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH POINT  
337 STREET TO THE MOST EASTERN CORNER OF LOT 20 OF BLOCK 7 IN AFORESAID  
338 ATTRILL'S SUBDIVISION, SAID POINT IS ALSO BEING ON THE NORTH LINE OF  
339 PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD  
340 ALONG THE NORTH LINE OF SAID PUBLIC ALLEY TO THE MOST SOUTHERLY  
341 CORNER OF LOT 24 OF BLOCK 7 IN AFORESAID ATTRILL'S SUBDIVISION; THENCE  
342 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 24 OF BLOCK  
343 7 TO THE MOST WESTERN CORNER OF SAID LOT 24, SAID CORNER IS ALSO BEING  
344 ON THE SOUTHEASTERLY LINE OF LOT 35 OF BLOCK 5 IN AFOREMENTIONED W.  
345 O. COLE'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE  
346 SOUTHEASTERLY LINES OF LOTS 35, 34, AND 33 TO THE MOST SOUTHERN  
347 CORNER OF SAID LOT 33 OF BLOCK 5; THENCE NORTHWESTERLY ALONG THE  
348 SOUTHWESTERLY LINE (EXTENDED NORTHWESTERLY ACROSS WEST FRANCES  
349 PLACE) TO THE NORTH LINE OF SAID WEST FRANCES PLACE; THENCE  
350 WESTWARD ALONG THE SOUTH LINE OF SAID WEST FRANCES PLACE TO THE  
351 EAST LINE OF NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG THE  
352 EAST LINE OF SAID NORTH CALIFORNIA AVENUE TO THE SOUTH LINE  
353 (EXTENDED EAST) OF WEST MCLEAN AVENUE; THENCE WESTWARD ALONG THE  
354 SOUTH LINE OF SAID WEST MCLEAN AVENUE TO THE WEST LINE OF A 13 FEET  
355 WIDE PUBLIC ALLEY (EAST OF NORTH MOZART STREET); THENCE SOUTHWARD  
356 ALONG THE WEST LINE OF SAID PUBLIC ALLEY 150 FEET TO THE NORTH LINE OF  
357 ANOTHER PUBLIC ALLEY; THENCE WESTWARD ALONG NORTH LINE OF SAID  
358 PUBLIC ALLEY TO THE EAST LINE OF NORTH MOZART STREET; THENCE  
359 WESTWARD ACROSS SAID NORTH MOZART STREET TO THE SOUTHEAST CORNER  
360 OF LOT 1 OF BLOCK 11 IN HOEPS AND KERFF'S RESUBDIVISION OF BLOCKS 8 AND  
361 11 IN THE TOWN OF SCHLESWIG, ACCORDING TO THE PLAT THEREOF RECORDED  
362 JULY 25, 1890 AS DOCUMENT NUMBER 1307724, SAID CORNER IS ALSO BEING ON  
363 THE NORTH LINE OF A 17 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE  
364 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF SAID 17 FEET WIDE  
365 PUBLIC ALLEY TO THE WEST LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY.

366 EAST OF NORTH HUMBOLDT BOULEVARD; THENCE SOUTHWARD ALONG THE  
367 WEST LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
368 ANOTHER 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE;  
369 THENCE WESTWARD ALONG THE NORTH LINE OF SAID 16 FEET WIDE PUBLIC  
370 ALLEY TO THE SOUTHWEST CORNER OF LOT 31 IN PARKWAY ADDITION, A  
371 RESUBDIVISION OF LOTS 5 TO 10 INCLUSIVE IN EACH OF BLOCKS 4, 9 AND 10 IN  
372 THE TOWN OF SCHLESWIG AND THE VACATED ALLEYS AND ONE HALF OF  
373 STREET ADJACENT TO SAID LOTS ETC. IN THE EAST HALF OF THE NORTHWEST  
374 QUARTER OF SAID SECTION 36; THENCE NORTHWARD ALONG THE WEST LINE OF  
375 LOTS 31, 30 AND 29 IN AFORESAID PARKWAY ADDITION TO THE NORTHWEST  
376 CORNER OF SAID LOT 29 IN SAID PARKWAY ADDITION; THENCE WESTWARD  
377 ACROSS SAID NORTH HUMBOLDT BOULEVARD TO A POINT OF INTERSECTION OF  
378 WEST LINE OF SAID NORTH HUMBOLDT BOULEVARD WITH THE SOUTH LINE OF  
379 THE NORTH HALF OF LOT 40 IN PALMER PLACE ADDITION, A SUBDIVISION OF  
380 PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID  
381 SECTION 36; THENCE WESTWARD ALONG THE SAID SOUTH LINE, EXTENDED  
382 WEST, OF THE NORTH HALF OF LOT 40 TO THE WEST LINE OF 16 FEET WIDE  
383 PUBLIC ALLEY, EAST OF NORTH WHIPPLE STREET; THENCE SOUTHWARD ALONG  
384 THE WEST LINE OF SAID PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 54  
385 IN AFORESAID PALMER PLACE ADDITION; THENCE WESTWARD ALONG THE  
386 SOUTH LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF SAID LOT 54;  
387 THENCE NORTHWARD ALONG THE WEST LINE OF SAID LOT 54 TO THE NORTH  
388 LINE, EXTENDED EAST, OF A 16 FEET WIDE PUBLIC ALLEY, NORTH OF WEST  
389 ARMITAGE AVENUE; THENCE WESTWARD ALONG SAID NORTH LINE, EXTENDED  
390 EAST AND WEST, OF 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
391 ALBANY AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
392 ALBANY AVENUE TO THE CENTER LINE OF VACATED ALLEY, NORTH OF WEST  
393 ARMITAGE AVENUE, ACCODING TO THE PLAT OF VACATION THEREOF  
394 RECORDED AS DOCUMENT NUMBER 20127605; THENCE WESTWARD ALONG  
395 CENTER LINE OF SAID VACATED ALLEY TO A LINE 129.667 FEET WEST OF AND  
396 PARALLEL WITH WEST LINE OF SAID NORTH ALBANY AVENUE; THENCE  
397 NORTHWARD ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LOT 16 OF  
398 BLOCK 3 IN CLARKSON'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER  
399 OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE WESTWARD ALONG  
400 THE SOUTH LINE OF SAID LOT 16, EXTENDED WEST, TO THE CENTER LINE OF A 16  
401 FEET WIDE VACATED ALLEY, EAST OF NORTH KEDZIE AVENUE; THENCE  
402 NORTHWARD ALONG CENTER LINE, EXTENDED NORTH, OF SAID VACATED  
403 ALLEY TO THE SOUTH LINE, EXTENDED EAST, OF LOT 19 IN THE PLAT OF THE  
404 WEST 10 ACRES OF THE WEST 30 ACRES OF THE SOUTH 91.7 ACRES OF THE  
405 NORTHWEST QUARTER OF SAID SECTION 36; THENCE WESTWARD ALONG SAID  
406 SOUTH LINE, EXTENDED EAST, OF LOT 19 TO THE SOUTHWEST CORNER OF SAID  
407 LOT 19; THENCE CONTINUING WESTWARD ACROSS NORTH KEDZIE AVENUE TO  
408 THE NORTHEAST CORNER OF LOT 4 OF BLOCK 1 IN OVITT'S RESUBDIVISION OF  
409 BLOCK 12 OF SHIPMAN, BILL AND MERRILL'S SUBDIVISION IN THE EAST HALF OF  
410 THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTHWARD ALONG  
411 THE EAST LINE OF LOTS 4, 5, AND 6 OF SAID BLOCK 1 TO THE SOUTHEAST

412 CORNER OF SAID LOT 6; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID  
413 LOT 6 TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWARD  
414 ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTH LINE, EXTENDED EAST, OF  
415 A 14 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE  
416 WESTWARD ALONG THE NORTH LINE, EXTENDED EAST AND WEST, OF SAID 14  
417 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF ANOTHER 14 FEET WIDE PUBLIC  
418 ALLEY, EAST OF NORTH SAWYER AVENUE; THENCE SOUTHWARD ALONG THE  
419 SAID WEST LINE OF 14 FEET WIDE PUBLIC ALLEY TO THE NORTH LINE OF  
420 ANOTHER 14 FEET WIDE PUBLIC ALLEY, NORTH OF WEST ARMITAGE AVENUE;  
421 THENCE WESTWARD ALONG THE NORTH LINE OF SAID 14 FEET WIDE PUBLIC  
422 ALLEY TO THE EAST LINE OF NORTH SAWYER AVENUE; THENCE NORTHWARD  
423 ALONG THE EAST LINE OF SAID NORTH SAWYER AVENUE TO THE NORTH LINE,  
424 EXTENDED EAST, OF A 16 FEET WIDE PUBLIC ALLEY NORTH OF WEST ARMITAGE  
425 AVENUE; THENCE WESTWARD ALONG THE NORTH LINE (EXTENDED EAST) OF  
426 SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH SPAULDING  
427 AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID NORTH  
428 SPAULDING AVENUE TO THE NORTH LINE OF WEST ARMITAGE AVENUE; THENCE  
429 WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE AVENUE TO THE  
430 EAST LINE OF NORTH KIMBALL AVENUE; THENCE NORTHWARD ALONG THE  
431 EAST LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF A 16 FEET  
432 WIDE PUBLIC ALLEY, NORTH OF SAID ARMITAGE AVENUE; THENCE WESTWARD  
433 ALONG THE NORTH LINE (EXTENDED WEST) OF SAID PUBLIC ALLEY TO THE  
434 WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTH ALONG WEST LINE OF  
435 SAID NORTH KIMBALL AVENUE TO THE NORTH LINE OF 16 FEET WIDE PUBLIC  
436 ALLEY, NORTH OF WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE  
437 NORTH LINE OF SAID 16 FEET WIDE ALLEY TO THE EAST LINE OF NORTH ST.  
438 LOUIS AVENUE; THENCE WESTWARD ACROSS NORTH ST. LOUIS AVENUE TO THE  
439 SOUTHEAST CORNER OF LOT 61 IN THE SUBDIVISION OF THE SOUTH QUARTER  
440 OF THE WEST ONE THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 35,  
441 SAID POINT ALSO IS ON NORTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, NORTH  
442 OF WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE NORTH LINE  
443 (EXTENDED WEST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF  
444 NORTH DRAKE AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
445 NORTH DRAKE AVENUE TO THE NORTH LINE OF WEST ARMITAGE AVENUE;  
446 THENCE WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE  
447 AVENUE TO THE EAST LINE OF NORTH CENTRAL PARK AVENUE; THENCE  
448 NORTHWARD ALONG THE EAST LINE OF SAID NORTH CENTRAL PARK AVENUE  
449 TO THE NORTH LINE OF WEST McLEAN AVENUE; THENCE WESTWARD ALONG  
450 THE NORTH LINE OF SAID WEST McLEAN AVENUE TO THE WEST LINE  
451 (EXTENDED NORTH) OF THE EAST 9 FEET OF LOT 58 OF BLOCK 8 IN JACKSON'S  
452 SUBDIVISION OF BLOCK 7 AND 8 OF HAMBLETON SUBDIVISION IN THE EAST  
453 HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTHWARD  
454 ALONG THE SAID WEST LINE (EXTENDED NORTH) OF THE SAID EAST 9 FEET TO  
455 THE NORTH LINE OF A 16 FEET WIDE VACATED PUBLIC ALLEY, NORTH OF SAID  
456 WEST ARMITAGE AVENUE; THENCE WESTWARD ALONG THE NORTH LINE OF  
457 SAID PUBLIC ALLEY TO THE EAST LINE, EXTENDED NORTH, OF LOT 90 OF BLOCK

458 7 IN SAID JACKSON'S SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST OF  
459 SAID LOT 90 TO THE NORTH LINE OF WEST ARMITAGE AVENUE; THENCE  
460 WESTWARD ALONG THE NORTH LINE OF SAID WEST ARMITAGE AVENUE TO THE  
461 WEST LINE (EXTENDED NORTH) OF NORTH RIDGEWAY AVENUE; THENCE  
462 SOUTHWARD ACROSS WEST ARMITAGE AVENUE ALONG THE WEST LINE OF SAID  
463 NORTH RIDGEWAY AVENUE, EXTENDED NORTH, TO THE SOUTH LINE OF A 16  
464 FEET WIDE PUBLIC ALLEY, SOUTH OF SAID WEST ARMITAGE AVENUE, THENCE  
465 EASTWARD ALONG SAID SOUTH LINE, EXTENDED EAST, TO THE WEST LINE OF  
466 NORTH LAWDALE AVENUE; THENCE EASTWARD ACROSS SAID NORTH  
467 LAWDALE AVENUE TO THE NORTHWEST CORNER OF LOT 12 OF BLOCK 2 IN S.  
468 DELAMATER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
469 AUGUST 1, 1885 AS DOCUMENT NO. 643538, SAID POINT IS ALSO ON THE SOUTH  
470 LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE EASTWARD ALONG THE SOUTH  
471 LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
472 CENTRAL PARK AVENUE; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
473 NORTH CENTRAL PARK AVENUE TO THE SOUTH LINE, EXTENDED WEST, OF A 16  
474 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE  
475 CONTINUING EASTWARD ALONG THE SOUTH LINE, EXTENDED WEST, OF SAID 16  
476 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH KIMBALL AVENUE;  
477 THENCE EASTWARD ACROSS SAID NORTH KIMBALL AVENUE TO THE  
478 NORTHWEST CORNER OF LOT 16 IN WINKELMAN'S SUBDIVISION OF BLOCKS 3 OF  
479 E. SIMON'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
480 FEBRUARY 15, 1899 AS DOCUMENT NO. 2785137, SAID POINT IS ALSO ON SOUTH  
481 LINE OF A 16 FEET WIDE PUBLIC ALLEY; THENCE EASTWARD ALONG THE SOUTH  
482 LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF NORTH  
483 SPAULDING AVENUE; THENCE EASTWARD ACROSS SAID NORTH SPAULDING  
484 AVENUE TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 2 IN WINKELMAN'S  
485 SUBDIVISION OF PART OF BLOCK 2 AND 11 OF E. SIMON'S S. SUBDIVISION  
486 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1888 AS  
487 DOCUMENT NO. 1000737, SAID POINT IS ALSO ON THE SOUTH LINE OF A 16 FEET  
488 WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE EASTWARD  
489 ALONG THE SOUTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST  
490 LINE OF NORTH KEDZIE AVENUE; THENCE EASTWARD ACROSS SAID NORTH  
491 KEDZIE AVENUE TO THE NORTHWEST CORNER OF LOT 16 OF BLOCK 1 IN NILS F.  
492 OLSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
493 JANUARY 14, 1887 AS DOCUMENT NUMBER 790005, SAID CORNER IS ALSO ON THE  
494 SOUTH LINE OF A 14 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE  
495 AVENUE; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID 14 FEET WIDE  
496 PUBLIC ALLEY TO THE NORTHEAST CORNER OF LOT 6 OF BLOCK 1 IN S.  
497 DELAMATER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON  
498 FEBRUARY 5, 1884 AS DOCUMENT NO. 523563; THENCE SOUTHWARD ALONG THE  
499 EAST LINE OF SAID LOT 6 TO THE SOUTH LINE (EXTENDED WEST) OF A 16 FEET  
500 WIDE PUBLIC ALLEY, SOUTH OF WEST ARMITAGE AVENUE; THENCE EASTWARD  
501 ALONG SOUTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE WEST LINE OF  
502 NORTH WHIPPLE STREET; THENCE EASTWARD ACROSS NORTH WHIPPLE STREET  
503 TO THE NORTHWEST CORNER OF LOT 42 OF BLOCK 1 IN ALVA TROWBRIDGE AND

504 OTHER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST  
505 1, 1872 AS DOCUMENT NUMBER 51139; THENCE EASTWARD ALONG THE NORTH  
506 LINE OF SAID LOT 42 OF BLOCK 1 TO THE NORTHEAST CORNER OF SAID LOT 42;  
507 THENCE EASTWARD TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK 1 IN SAID  
508 ALVA TROWBRIDGE AND OTHER'S SUBDIVISION; THENCE EASTWARD ALONG  
509 THE NORTH LINE OF SAID LOT 7 OF BLOCK 1 TO ITS NORTHEAST CORNER;  
510 THENCE EASTWARD ACROSS NORTH HUMBOLDT BOULEVARD, ALONG THE  
511 NORTH LINE, EXTENDED EAST, OF SAID LOT 7 TO THE EAST LINE OF SAID NORTH  
512 HUMBOLDT BOULEVARD; THENCE NORTHWARD ALONG THE EAST LINE OF SAID  
513 NORTH HUMBOLDT BOULEVARD TO THE SOUTH LINE OF LOT 24 OF BLOCK 4 IN  
514 HANSBROUGH AND HESS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST  
515 QUARTER OF SAID SECTION 36; THENCE EASTWARD ALONG THE SOUTH LINE OF  
516 SAID LOT 24 TO ITS SOUTHEAST CORNER; THENCE CONTINUING EASTWARD  
517 ACROSS THE 14 FEET WIDE PUBLIC ALLEY TO THE SOUTHWEST CORNER OF LOT  
518 1 OF BLOCK 4 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE  
519 EASTWARD ALONG THE SOUTH LINE OF SAID LOT 1 OF BLOCK 4 TO ITS  
520 SOUTHEAST CORNER, SAID CORNER IS ALSO ON WEST LINE OF NORTH  
521 RICHMOND STREET; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID  
522 NORTH RICHMOND STREET TO THE NORTH LINE (EXTENDED WEST) OF LOT 22 OF  
523 BLOCK 3 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD  
524 ALONG SAID NORTH LINE EXTENDED WEST TO THE NORTHEAST CORNER OF  
525 SAID LOT 22 OF BLOCK 3; THENCE CONTINUING EASTWARD ALONG SAID NORTH  
526 LINE (EXTENDED EAST) TO THE EAST LINE OF A 14 FEET WIDE PUBLIC ALLEY,  
527 WEST OF NORTH FRANCISCO AVENUE; THENCE NORTHWARD ALONG EAST LINE  
528 OF SAID ALLEY TO THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF BLOCK 3  
529 IN SAID HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD ALONG THE  
530 SAID NORTH LINE OF THE SOUTH HALF OF LOT 2 OF BLOCK 3 TO THE WEST LINE  
531 OF NORTH FRANCISCO AVENUE; THENCE CONTINUING EAST ALONG SAID NORTH  
532 LINE (EXTENDED EAST) OF THE SOUTH HALF OF LOT 2 TO THE WEST LINE OF A 14  
533 FEET WIDE PUBLIC ALLEY, EAST OF NORTH FRANCISCO AVENUE; THENCE  
534 SOUTHWARD ALONG WEST LINE OF SAID 14 FEET WIDE PUBLIC ALLEY TO THE  
535 MOST NORTH LINE (EXTENDED WEST ) OF LOT 3 OF BLOCK 2 IN SAID  
536 HANSBROUGH AND HESS SUBDIVISION; THENCE EASTWARD ALONG THE SAID  
537 MOST NORTH LINE, EXTENDED WEST, TO THE NORTHWEST CORNER OF SAID LOT  
538 3 OF BLOCK 2; THENCE EASTWARD ALONG SAID MOST NORTH LINE, 25.05 FEET;  
539 THENCE SOUTHWARD ALONG A LINE PARALLEL TO NORTH MOZART STREET, 4.5  
540 FEET; THENCE EASTWARD ALONG NORTH LINE (EXTENDED EAST) OF SAID LOT 3  
541 OF BLOCK 2 TO THE EAST LINE OF NORTH MOZART AVENUE; THENCE  
542 NORTHWARD ALONG THE EAST LINE OF SAID NORTH MOZART STREET TO THE  
543 SOUTHWEST CORNER OF LOT 24 OF BLOCK 1 IN SAID HANSBROUGH AND HESS  
544 SUBDIVISION; THENCE EASTWARD ALONG THE SOUTH LINE OF SAID LOT 24 OF  
545 BLOCK 1 TO THE WEST LINE OF A 14 FEET WIDE PUBLIC ALLEY, WEST OF NORTH  
546 CALIFORNIA AVENUE, THENCE SOUTHWARD ALONG WEST LINE OF SAID 14 FEET  
547 WIDE PUBLIC ALLEY TO THE NORTH LINE (EXTENDED WEST) OF THE SOUTH  
548 HALF OF LOT 3 OF BLOCK 1 IN SAID HANSBROUGH AND HESS SUBDIVISION;  
549 THENCE EASTWARD ALONG SAID NORTH LINE (EXTENDED WEST) OF THE SOUTH

550 HALF OF LOT 3 OF BLOCK 1 TO THE WEST LINE OF NORTH CALIFORNIA AVENUE;  
551 THENCE EASTWARD ACROSS SAID NORTH CALIFORNIA AVENUE TO THE  
552 NORTHWEST CORNER OF LOT 11 OF BLOCK 2 IN EDGAR M. SNOW AND  
553 COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON  
554 MARCH 23, 1901 AS DOCUMENT NUMBER 3077922, SAID CORNER ALSO LIES ON  
555 THE SOUTH LINE OF 16 FEET WIDE ALLEY, SOUTH OF WEST ARMITAGE AVENUE;  
556 THENCE EASTWARD ALONG SOUTH LINE (EXTENDED EAST) OF SAID 16 FEET  
557 WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH FAIRFIELD AVENUE; THENCE  
558 NORTHWARD ALONG EAST LINE OF SAID NORTH FAIRFIELD AVENUE TO THE  
559 SOUTH LINE OF WEST ARMITAGE AVENUE; THENCE EASTWARD ALONG SOUTH  
560 LINE OF SAID WEST ARMITAGE AVENUE TO THE WEST LINE OF NORTH  
561 WASHTENAW AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
562 NORTH WASHTENAW AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF A 16  
563 FEET WIDE PUBLIC ALLEY SOUTH OF WEST ARMITAGE AVENUE; THENCE  
564 EASTWARD ALONG SOUTH LINE OF SAID PUBLIC ALLEY TO THE WEST LINE OF  
565 NORTH ROCKWELL STREET; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
566 NORTH ROCKWELL STREET TO THE SOUTH LINE OF WEST HOMER STREET;  
567 THENCE EASTWARD ALONG THE SOUTH LINE (EXTENDED EAST) OF SAID WEST  
568 HOMER STREET TO THE NORTHEAST CORNER OF LOT 7 IN SUBDIVISION OF LOT  
569 11 TO 25 OF SUB-BLOCK 2 OF B. F. JACOBS SUBDIVISION; THENCE SOUTHWARD  
570 ALONG EAST LINE, EXTENDED SOUTH, OF SAID LOT 7 TO THE SOUTH LINE OF A  
571 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST HOMER STREET; THENCE  
572 EASTWARD ALONG SOUTH LINE OF SAID 16 FEET PUBLIC ALLEY TO THE  
573 NORTHEAST CORNER OF LOT 41 IN B. F. JACOBS SUBDIVISION OF BLOCK 2 OF  
574 JOHNSTON'S SUBDIVISION; THENCE SOUTHWARD ALONG EAST LINE OF SAID  
575 LOT 41 TO THE NORTH LINE OF WEST CORTLAND STREET; THENCE EASTWARD  
576 ALONG NORTH LINE OF SAID WEST CORTLAND STREET TO THE EAST LINE OF  
577 THE WEST 72 FEET OF LOT 67 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF  
578 JOHNSTON'S SUBDIVISION IN EAST HALF OF THE SOUTHEAST QUARTER OF SAID  
579 SECTION 36; THENCE NORTHWARD ALONG SAID EAST LINE OF THE WEST 72  
580 FEET, EXTENDED NORTH, TO THE NORTH LINE OF 16 FEET WIDE PUBLIC ALLEY,  
581 NORTH OF WEST CORTLAND STREET; THENCE WESTWARD ALONG NORTH LINE  
582 OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH CAMPBELL  
583 AVENUE; THENCE NORTHWARD ALONG EAST OF SAID NORTH CAMPBELL  
584 AVENUE AND ACROSS WEST HOMER STREET TO THE NORTH LINE OF SAID WEST  
585 HOMER STREET; THENCE WESTWARD ALONG NORTH LINE, EXTENDED EAST-  
586 WEST, OF SAID WEST HOMER STREET TO A LINE 167 FEET WEST OF AND  
587 PARALLEL WITH THE WEST LINE OF SAID NORTH CAMPBELL AVENUE; THENCE  
588 NORTHWARD ALONG SAID PARALLEL LINE A DISTANCE OF 53 FEET; THENCE  
589 EASTWARD ALONG A LINE 53 FEET NORTH OF AND PARALLEL WITH NORTH LINE  
590 OF 66 FEET WIDE SAID WEST HOMER STREET, 167 FEET TO THE WEST LINE OF  
591 SAID NORTH CAMPBELL AVENUE; THENCE NORTHWARD ALONG WEST LINE OF  
592 SAID NORTH CAMPBELL AVENUE TO THE SOUTH LINE (EXTENDED WEST) OF LOT  
593 16 IN JOHNSTON'S SUBDIVISION OF BLOCK 1 OF JOHNSTON'S SUBDIVISION  
594 ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 18, 1881 AS DOCUMENT  
595 NO. 338117; THENCE EASTWARD ALONG SAID SOUTH LINE (EXTENDED WEST) TO

596 THE SOUTHWEST CORNER OF SAID LOT 16; THENCE EASTWARD ALONG THE  
597 SOUTH LINES OF LOT 16, 15, 14, 13 AND 12 IN SAID JOHNSTON'S SUBDIVISION TO  
598 THE SOUTHEAST CORNER OF SAID LOT 12; THENCE IN A NORTHEASTERLY  
599 DIRECTION TO THE SOUTHEAST CORNER OF LOT 1 IN P. BANDOW'S  
600 RESUBDIVISION OF LOTS 3, 4 AND THE NORTHWEST HALF OF LOT 5 IN BLOCK 1  
601 OF JOHNSTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
602 ON APRIL 16, 1885 AS DOCUMENT NO. 6168851, SAID CORNER ALSO LIES ON THE  
603 NORTHEASTERLY LINE OF 10 FEET WIDE PUBLIC ALLEY; THENCE  
604 SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE (EXTENDED  
605 SOUTHEASTERLY) OF SAID 10 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF  
606 AFORESAID WEST HOMER STREET; THENCE EASTWARD ALONG SOUTH LINE OF  
607 SAID HOMER STREET TO THE WEST LINE OF NORTH WESTERN AVENUE AS  
608 WIDENED, SAID POINT IS ALSO 50 FEET WEST OF THE EAST LINE OF THE EAST  
609 HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE NORTHWARD  
610 ALONG WEST LINE OF SAID NORTH WESTERN AVENUE TO THE NORTHEAST LINE  
611 OF 66 FEET WIDE NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY  
612 ALONG NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE AVENUE TO THE  
613 SOUTH LINE OF WEST ARMITAGE AVENUE; THENCE EASTWARD ALONG SOUTH  
614 LINE OF SAID WEST ARMITAGE AVENUE TO THE WEST LINE (EXTENDED SOUTH)  
615 OF LOT 36 IN POWELL'S SUBDIVISION OF LOT 8 IN CIRCUIT COURT PARTITION,  
616 ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 5, 1884 AS  
617 DOCUMENT NO. 572044; THENCE NORTHWARD ACROSS WEST ARMITAGE  
618 AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTHWARD  
619 ALONG SAID WEST LINE OF SAID LOT 36 AND ALONG THE EAST LINE OF 14 FEET  
620 WIDE PUBLIC ALLEY TO THE NORTH LINE (EXTENDED EAST) OF ANOTHER 14  
621 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST McLEAN AVENUE; THENCE  
622 WESTWARD ALONG NORTH LINE (EXTENDED EAST AND WEST) OF SAID 14 FEET  
623 WIDE PUBLIC ALLEY TO THE EAST LINE (EXTENDED SOUTH) OF ANOTHER 14  
624 FEET WIDE PUBLIC ALLEY EAST OF NORTH CAMPBELL AVENUE; THENCE  
625 NORTHWARD ALONG EAST LINE (EXTENDED SOUTH) OF SAID 14 FEET WIDE  
626 PUBLIC ALLEY TO THE NORTH LINE (EXTENDED EAST) OF A 9 FEET WIDE PUBLIC  
627 ALLEY, SOUTH OF WEST McLEAN AVENUE; THENCE WESTWARD ALONG NORTH  
628 LINE (EXTENDED EAST) OF SAID 9 FEET WIDE PUBLIC ALLEY TO THE EAST LINE  
629 OF NORTH CAMPBELL AVENUE; THENCE NORTHWARD ALONG THE EAST LINE OF  
630 SAID NORTH CAMPBELL AVENUE TO THE SOUTH LINE (EXTENDED EAST) OF LOT  
631 6 IN OWNER'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED NOVEMBER  
632 24, 1913 AS DOCUMENT NO. 5311027; THENCE WESTWARD ACROSS SAID NORTH  
633 CAMPBELL AVENUE ALONG SOUTH LINE (EXTENDED EAST) OF SAID LOT 6 TO  
634 THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHWARD ALONG THE  
635 WEST LINES OF LOTS 6, 5, 4 AND 3 IN SAID OWNER'S SUBDIVISION TO THE  
636 NORTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE  
637 WESTERLY LINES OF LOTS 2 AND 1 IN SAID OWNER'S SUBDIVISION TO THE  
638 NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHWARD ALONG WEST LINE  
639 OF LOT 104 IN V. WOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
640 RECORDED MAY 10, 1877 AS DOCUMENT NO. 134226, TO THE NORTH LINE  
641 (EXTENDED EAST) OF A 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST

642 CHARLESTON STREET; THENCE WESTWARD ALONG NORTH LINE (EXTENDED  
643 EAST) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTHWEST CORNER OF  
644 LOT 56 IN SAID V. WOOD'S SUBDIVISION; THENCE NORTHWARD ALONG WEST  
645 LINE (EXTENDED NORTH) OF SAID LOT 56 TO THE NORTH LINE OF WEST  
646 CHARLESTON STREET; THENCE WEST ALONG NORTH LINE OF SAID WEST  
647 CHARLESTON STREET TO THE EAST LINE OF NORTH MAPLEWOOD AVENUE;  
648 THENCE SOUTHWESTERLY ACROSS SAID NORTH MAPLEWOOD AVENUE TO THE  
649 SOUTHWEST CORNER OF LOT 18 IN SAID V. WOOD'S SUBDIVISION; THENCE  
650 WESTWARD ALONG SOUTH LINE OF SAID LOT 18 TO THE SOUTHWEST CORNER  
651 OF SAID LOT 18; THENCE NORTHWARD ALONG WEST LINES OF LOTS 17, 16, 15, 14,  
652 13 AND 12 IN SAID V. WOOD'S SUBDIVISION TO A LINE 7 FEET SOUTH OF AND  
653 PARALLEL WITH THE SOUTH LINE (EXTENDED EAST) OF LOT 15 IN HERMAN  
654 PAPSIIEN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED  
655 DECEMBER 17, 1900 AS DOCUMENT NO. 3044716; THENCE WESTWARD ALONG  
656 SAID PARALLEL LINE, 10 FEET; THENCE NORTHWARD, 7 FEET TO THE  
657 SOUTHEAST CORNER OF SAID LOT 15; THENCE WESTWARD ALONG SOUTH LINE  
658 OF SAID LOT 15 TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE  
659 NORTHWARD ALONG THE LINES OF LOTS 15, 14, 13, 12 AND 11 IN SAID HERMAN  
660 PAPSIIEN'S SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE  
661 CONTINUING NORTHWARD ALONG WEST LINE (EXTENDED NORTH) OF SAID LOT  
662 11 TO THE SOUTHWEST CORNER OF LOT 10 IN SAID HERMAN PAPSIIEN'S  
663 SUBDIVISION; THENCE WESTWARD ALONG THE SOUTH LINE (EXTENDED WEST)  
664 OF SAID LOT 10 TO THE SOUTHEAST CORNER OF LOT 13 IN JAMES M. ALLEN'S  
665 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1882 AS  
666 DOCUMENT NO. 386837; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 13  
667 TO THE SOUTHWEST CORNER OF SAID LOT 13, SAID CORNER IS ALSO ON THE  
668 EAST LINE OF NORTH ROCKWELL STREET; THENCE SOUTHWARD ALONG EAST  
669 LINE OF SAID NORTH ROCKWELL STREET TO THE SOUTHWESTERLY LINE  
670 (EXTENDED SOUTHEASTERLY) OF LOT 2 IN POWELL'S SUBDIVISION ACCORDING  
671 TO THE PLAT THEREOF RECORDED ON PAGE 93 OF BOOK 6; THENCE  
672 NORTHWESTERLY ACROSS SAID NORTH ROCKWELL STREET ALONG SAID  
673 SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID LOT 2 TO THE  
674 MOST SOUTHERN CORNER OF SAID LOT 2; THENCE NORTHWESTERLY ALONG  
675 THE SOUTHWESTERLY LINES (EXTENDED NORTHWESTERLY) OF LOTS 2 AND 1 IN  
676 SAID POWELL'S SUBDIVISION TO THE SOUTH LINE OF LOT 11 IN GRAY'S  
677 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON PAGE 55 OF  
678 BOOK 85; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 11 TO THE  
679 SOUTHWEST CORNER OF SAID LOT 11, SAID CORNER LIES ON EAST LINE OF  
680 NORTH TALMAN AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID  
681 NORTH TALMAN AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED  
682 SOUTHEASTERLY) OF LOT 32 OF BLOCK 4 IN C. E. WOOSLEY'S SUBDIVISION  
683 ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 23, 1881 ON PAGE 5 OF  
684 BOOK 16; THENCE NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
685 SOUTHEASTERLY) OF SAID LOT 32 OF BLOCK 4 TO THE MOST SOUTHERN CORNER  
686 OF SAID LOT 32, SAID CORNER ALSO LIES ON NORTHEASTERLY LINE OF A 20  
687 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE;

688 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID 20 FEET WIDE  
689 PUBLIC ALLEY TO THE EAST LINE OF ANOTHER 14 FEET WIDE PUBLIC ALLEY,  
690 WEST OF SAID NORTH TALMAN AVENUE; THENCE NORTHWARD ALONG EAST  
691 LINE (EXTENDED NORTH) OF SAID 14 FEET WIDE PUBLIC ALLEY TO THE NORTH  
692 LINE OF WEST LYNDAL STREET; THENCE WESTWARD ALONG NORTH LINE OF  
693 SAID WEST LYNDAL STREET TO THE EAST LINE OF NORTH WASHTENAW  
694 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH WASHTENAW  
695 AVENUE TO THE NORTH LINE OF WEST BELDEN AVENUE; THENCE WESTWARD  
696 ALONG NORTH LINE (EXTENDED WEST) OF SAID WEST BELDEN AVENUE TO A  
697 BEND POINT WHICH LIES ON THE SOUTHEASTERLY LINE OF LOT 23 OF BLOCK 2  
698 IN SNOWHOOK'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
699 AUGUST 22, 1884 AS DOCUMENT NO. 569245; THENCE SOUTHWESTERLY ALONG  
700 NORTHWESTERLY LINE OF SAID WEST BELDEN AVENUE, SAID LINE ALSO IS  
701 SOUTHEASTERLY LINES OF LOTS 23 AND 24 OF BLOCK 2 IN SAID SNOWHOOK'S  
702 SUBDIVISION, TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE;  
703 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE, EXTENDED  
704 NORTHWESTERLY, OF SAID NORTH MILWAUKEE AVENUE TO THE WEST LINE OF  
705 NORTH CALIFORNIA AVENUE; THENCE NORTHWARD ALONG WEST LINE OF SAID  
706 NORTH CALIFORNIA AVENUE TO THE NORTHEASTERLY LINE OF 16 FEET WIDE  
707 PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE; THENCE  
708 NORTHWESTERLY FOLLOWING ALONG NORTHEASTERLY, EAST,  
709 NORTHEASTERLY, NORTH, NORTHEASTERLY AND EAST LINE OF SAID 16 FEET  
710 WIDE PUBLIC ALLEY TO THE SOUTH LINE OF WEST FULLERTON AVENUE, SAID  
711 POINT ALSO BEING THE NORTHWEST CORNER OF LOT 14 OF BLOCK 4 IN  
712 SNOWHOOK'S SUBDIVISION; THENCE WESTWARD ALONG SOUTH LINE OF SAID  
713 WEST FULLERTON AVENUE TO THE EAST LINE (EXTENDED SOUTH) OF NORTH  
714 FRANCISCO AVENUE; THENCE NORTHWARD ACROSS SAID WEST FULLERTON  
715 AVENUE ALONG EAST LINE (EXTENDED SOUTH) OF SAID NORTH FRANCISCO  
716 AVENUE TO THE NORTH LINE OF A 16 FEET WIDE PUBLIC ALLEY, NORTH OF SAID  
717 WEST FULLERTON AVENUE; THENCE WESTWARD ACROSS SAID NORTH  
718 FRANCISCO AVENUE ALONG NORTH LINE (EXTENDED WEST) OF SAID 16 FEET  
719 WIDE PUBLIC ALLEY TO THE SOUTHEAST CORNER OF LOT 27 OF BLOCK 7 IN  
720 GEORGE A. SEAVERN'S SUBDIVISION ACCORDING TO THE PLAT THEREOF  
721 RECORDED MAY 10, 1886 AS DOCUMENT NO. 716003; THENCE WESTWARD ALONG  
722 SOUTH LINE OF SAID LOT 27 OF BLOCK 7 TO THE SOUTHWEST CORNER OF SAID  
723 LOT 27 OF BLOCK 7, SAID CORNER ALSO LIES ON NORTHEASTERLY LINE OF A 16  
724 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE AVENUE;  
725 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID 16 FEET WIDE  
726 PUBLIC ALLEY TO THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 7;  
727 THENCE CONTINUING NORTHWESTERLY TO THE MOST SOUTHERN CORNER OF  
728 LOT 15 OF BLOCK 5 IN SAID GEORGE A. SEAVERN'S SUBDIVISION; THENCE  
729 CONTINUING NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS  
730 15, 16, 17 AND 18 OF SAID BLOCK 5 TO A LINE 8 FEET SOUTH OF AND PARALLEL  
731 WITH THE SOUTH LINE OF LOT 4 OF BLOCK 5 IN SAID GEORGE A. SEAVERN'S  
732 SUBDIVISION; THENCE WESTWARD ALONG SAID PARALLEL LINE TO THE EAST  
733 LINE OF LOT 1 IN RESUBDIVISION OF LOTS 5 AND 6 OF BLOCK 5 IN SAID GEORGE

734 A. SEAVERN'S SUBDIVISION; THENCE NORTHWARD ALONG EAST LINE OF SAID  
735 LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTWARD ALONG  
736 NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF NORTH SACRAMENTO  
737 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH  
738 SACRAMENTO AVENUE TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 5 IN  
739 AFORESAID GEORGE A. SEAVERN'S SUBDIVISION; THENCE IN A  
740 NORTHWESTERLY DIRECTION ACROSS SAID NORTH SACRAMENTO AVENUE TO  
741 THE MOST SOUTHERN CORNER OF LOT 1 OF BLOCK 2 IN STOREY AND ALLEN'S  
742 MILWAUKEE AVENUE ADDITION TO CHICAGO, ACCORDING TO THE PLAT  
743 THEREOF RECORDED FEBRUARY 9, 1872 AS DOCUMENT NO. 12639; THENCE  
744 NORTHWESTERLY ALONG SOUTHWESTERLY LINES OF LOTS 1 AND 3 OF SAID  
745 BLOCK 2 TO THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE  
746 NORTHEASTERLY ALONG NORTHWESTERLY LINE (EXTENDED NORTHEASTERLY)  
747 OF SAID LOT 3 OF BLOCK 2 TO THE NORTHEASTERLY LINE (EXTENDED  
748 SOUTHEASTERLY) OF NORTH WILLETTS COURT; THENCE NORTHWESTERLY  
749 ALONG NORTHEASTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID NORTH  
750 WILLETTS COURT TO THE SOUTHEASTERLY LINE OF LOT 1 IN LOGAN SQUARE  
751 ADDITION TO CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED  
752 NOVEMBER 10, 1881 AS DOCUMENT NO. 358316; THENCE SOUTHWESTERLY  
753 ALONG SOUTHEASTERLY LINES OF LOT 1 AND 2 IN SAID LOGAN SQUARE  
754 ADDITION TO CHICAGO TO THE SOUTHEAST CORNER OF LOT 3 IN SAID LOGAN  
755 SQUARE ADDITION TO CHICAGO; THENCE WESTWARD ALONG SOUTH LINE OF  
756 SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE  
757 SOUTHWESTERLY ALONG SOUTHEASTERLY LINE OF LOT 4 IN SAID LOGAN  
758 SQUARE ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF SAID LOT 4;  
759 THENCE WESTWARD ALONG SOUTH LINES OF LOTS 5, 6, 7, 8, 9, 10 AND 11 TO THE  
760 SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHWESTERLY ALONG  
761 SOUTHWESTERLY LINES OF LOTS 12, 13 AND 14 IN SAID LOGAN SQUARE  
762 ADDITION TO CHICAGO TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE  
763 NORTHWARD ALONG WEST LINE (EXTENDED NORTH) OF SAID LOT 14 TO THE  
764 NORTH LINE OF 250 FEET WIDE LOGAN BLVD.; THENCE WESTWARD ALONG  
765 NORTH LINE OF SAID LOGAN BLVD. TO THE SOUTHWEST CORNER OF LOT 20 OF  
766 BLOCK 4 IN SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN LOT 1 IN COUNTY CLERK'S  
767 DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1894 AS  
768 DOCUMENT NO. 2146603; THENCE NORTHWARD ALONG WEST LINE OF SAID LOT  
769 20 TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK 4; THENCE  
770 WESTWARD ALONG SOUTH LINES OF LOTS 21, 22, 23 AND 24 OF SAID BLOCK 4 TO  
771 THE SOUTHWEST CORNER OF SAID LOT 24 OF BLOCK 4; THENCE WESTWARD  
772 ALONG PROLONGATION OF LAST DESCRIBED COURSE TO THE NORTHEASTERLY  
773 LINE OF NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG  
774 NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE AVENUE TO THE EAST LINE  
775 OF NORTH KEDZIE AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID  
776 NORTH KEDZIE AVENUE TO THE NORTH LINE OF WEST SCHUBERT AVENUE;  
777 THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ACROSS SAID NORTH  
778 KEDZIE AVENUE TO THE MOST SOUTHERN CORNER OF LOT 7 OF BLOCK 1 IN HITT  
779 AND OTHERS SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF THE EAST HALF

780 OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SAID CORNER ALSO LIES ON  
781 THE NORTHEASTERLY LINE OF NORTH EMMET STREET; THENCE  
782 NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
783 NORTHWESTERLY) OF SAID NORTH EMMET STREET TO THE NORTHWESTERLY  
784 LINE OF WEST SAWYER AVENUE; THENCE SOUTHWESTERLY ALONG  
785 NORTHWESTERLY LINE OF SAID WEST SAWYER AVENUE TO THE  
786 NORTHEASTERLY LINE OF 16 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF  
787 NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG  
788 NORTHEASTERLY LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE MOST  
789 WESTERN CORNER OF LOT 1 OF BLOCK 4 IN MILWAUKEE AND DIVERSEY  
790 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 AS  
791 DOCUMENT NO., 8339078; THENCE NORTHEASTERLY ALONG NORTHWESTERLY  
792 (EXTENDED NORTHEASTERLY) LINE OF SAID LOT 1 OF BLOCK 4 TO THE NORTH  
793 LINE OF 66 FEET WIDE WEST DIVERSEY AVENUE; THENCE WESTWARD ALONG  
794 NORTH LINE OF SAID WEST DIVERSEY AVENUE TO THE EAST LINE OF NORTH  
795 CHRISTIANA AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH  
796 CHRISTIANA AVENUE TO THE SOUTH LINE (EXTENDED EAST) OF LOT 15 OF  
797 BLOCK 4 IN HENRY WISNER'S SUBDIVISION OF LOTS 8 AND 9 OF BRAND'S  
798 SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION  
799 26; THENCE WESTWARD ALONG SOUTH LINE (EXTENDED EAST) OF SAID LOT 15  
800 OF BLOCK 4 TO THE SOUTHWEST CORNER OF SAID LOT 15, SAID CORNER ALSO  
801 LIES ON NORTH LINE OF A 14 FEET WIDE PUBLIC ALLEY, NORTH OF SAID WEST  
802 DIVERSEY AVENUE; THENCE CONTINUING WESTWARD ALONG PROLONGATION  
803 OF LAST DESCRIBED COURSE TO A BEND POINT IN SAID 14 FEET WIDE ALLEY,  
804 SAID BEND POINT IS ALSO SOUTHWEST CORNER OF LOT 31 OF BLOCK 4 IN SAID  
805 HENRY WISNER'S SUBDIVISION; THENCE NORTHWESTERLY ALONG  
806 SOUTHWESTERLY LINE OF SAID LOT 31 TO THE MOST WESTERLY CORNER OF  
807 SAID LOT 31, SAID CORNER ALSO LIES ON THE SOUTHEASTERLY LINE OF NORTH  
808 WOODWARD STREET; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE  
809 OF SAID NORTH WOODWARD STREET TO THE SOUTHWESTERLY LINE  
810 (EXTENDED SOUTHEASTERLY) OF LOT 42 IN STOREY AND ALLEN'S SUBDIVISION  
811 OF LOT 10 IN BRAND'S SUBDIVISION IN THE EAST HALF OF NORTHEAST  
812 QUARTER OF SAID SECTION 26; THENCE NORTHWESTERLY ALONG  
813 SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF SAID LOT 42 TO THE  
814 EAST LINE OF NORTH KIMBALL AVENUE; THENCE NORTHWARD ALONG EAST  
815 LINE OF SAID NORTH KIMBALL AVENUE TO THE NORTHWESTERLY LINE OF  
816 NORTH DAWSON AVENUE; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY  
817 LINE (EXTENDED SOUTHWESTERLY) OF SAID NORTH DAWSON AVENUE TO THE  
818 NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE  
819 NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID NORTH MILWAUKEE  
820 AVENUE TO THE SOUTHEASTERLY LINE OF NORTH ALLEN AVENUE; THENCE  
821 NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID NORTH ALLEN  
822 AVENUE TO THE NORTHEASTERLY LINE OF 16 FEET WIDE PUBLIC ALLEY,  
823 NORTHEASTERLY OF NORTH MILWAUKEE AVENUE; THENCE NORTHWESTERLY  
824 ALONG NORTHEASTERLY LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
825 MOST WESTERN CORNER OF LOT 60 OF BLOCK 2 IN ALBERT WISNER'S

826 SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION IN THE WEST HALF  
827 OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE IN  
828 NORTHWESTERLY DIRECTION ACROSS NORTH ELBRIDGE AVENUE TO THE  
829 SOUTHEAST CORNER OF LOT 26 OF BLOCK 4 IN SAID ALBERT WISNER'S  
830 SUBDIVISION; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 26 OF  
831 BLOCK 4 TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTHWARD  
832 ALONG WEST LINES OF LOTS 26 AND 25 OF SAID BLOCK 4 TO THE MOST  
833 NORTHERN CORNER OF SAID LOT 25; THENCE NORTHWESTERLY ALONG  
834 SOUTHWESTERLY LINE OF LOT 24 IN SAID BLOCK 4 TO THE MOST WESTERN  
835 CORNER OF SAID LOT 24; THENCE WESTWARD ALONG NORTH LINES OF LOTS 27,  
836 28 AND 29 IN SAID BLOCK 4 TO THE NORTHWEST CORNER OF SAID LOT 29, SAID  
837 CORNER ALSO LIES ON EAST LINE OF NORTH CENTRAL PARK AVENUE; THENCE  
838 NORTHWARD ALONG EAST LINE OF SAID NORTH CENTRAL PARK AVENUE TO  
839 THE SOUTH LINE (EXTENDED EAST) OF LOT 59 IN HEAFIELD SUBDIVISION OF LOT  
840 1 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION IN THE EAST HALF OF THE  
841 NORTHWEST QUARTER OF SAID SECTION 26; THENCE WESTWARD ALONG SOUTH  
842 LINE (EXTENDED EAST) OF SAID LOT 59 TO THE SOUTHWEST CORNER OF SAID  
843 LOT 59; THENCE NORTHWARD ALONG WEST LINE OF SAID LOT 59 TO THE  
844 NORTHWEST CORNER OF SAID LOT 59; THENCE WESTWARD ALONG SOUTH LINE  
845 (EXTENDED EAST) OF LOT 45 IN SAID HEAFIELD SUBDIVISION TO THE EAST LINE  
846 OF NORTH MONTICELLO AVENUE; THENCE NORTHWARD ALONG EAST LINE OF  
847 SAID NORTH MONTICELLO AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED  
848 SOUTHEASTERLY) OF LOT 33 IN HAENTZE AND WHEELER'S SUBDIVISION,  
849 ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1902 AS DOCUMENT NO.  
850 3270736; THENCE NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
851 SOUTHEASTERLY) OF SAID LOT 33 TO THE MOST SOUTHERN CORNER OF SAID  
852 LOT 33, SAID CORNER ALSO LIES ON WEST LINE OF SAID NORTH MONTICELLO  
853 AVENUE; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH  
854 MONTICELLO AVENUE TO THE NORTHEASTERLY LINE OF NORTH MILWAUKEE  
855 AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE OF SAID  
856 NORTH MILWAUKEE AVENUE TO THE SOUTHEASTERLY LINE OF NORTH  
857 LAWNSDALE AVENUE; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE  
858 OF SAID NORTH LAWNSDALE AVENUE TO THE EAST LINE (EXTENDED SOUTH) OF  
859 SAID NORTH LAWNSDALE AVENUE; THENCE NORTHWARD ALONG EAST LINE OF  
860 SAID NORTH LAWNSDALE AVENUE TO THE SOUTHWEST CORNER OF LOT 23 IN  
861 HEAFIELD'S SUBDIVISION OF THE WEST 5 ACRES OF LOT 2 IN DAVLIN, KELLY  
862 AND CARROLL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
863 MARCH 18, 1902 AS DOCUMENT NO. 3218672; THENCE IN A NORTHWESTERLY  
864 DIRECTION ACROSS SAID NORTH LAWNSDALE AVENUE TO THE MOST SOUTHERN  
865 CORNER OF LOT 30 IN SAID HEAFIELD'S SUBDIVISION OF WEST 5 ACRES OF LOT 2  
866 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION; THENCE CONTINUING  
867 NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED  
868 NORTHWESTERLY) OF SAID LOT 30 TO THE SOUTH LINE OF LOT 22 OF BLOCK 1 IN  
869 HEINEMANN AND GROSS' SUBDIVISION OF PART OF LOT 3 IN DAVLIN, KELLY  
870 AND CARROLL'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED  
871 JULY 14, 1909 AS DOCUMENT NO. 4406409; THENCE WESTWARD ALONG SOUTH

872 LINE OF SAID LOT 22 OF BLOCK 1 TO THE EAST LINE OF NORTH RIDGEWAY  
 873 AVENUE; THENCE NORTHWARD ALONG EAST LINE OF SAID NORTH RIDGEWAY  
 874 AVENUE TO THE SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY) OF LOT  
 875 27 OF BLOCK 2 IN SAID HEINEMANN AND GROSS' SUBDIVISION; THENCE  
 876 NORTHWESTERLY ALONG SOUTHWESTERLY LINE (EXTENDED SOUTHEASTERLY  
 877 AND NORTHWESTERLY) OF SAID LOT 27 OF BLOCK 2 TO THE SOUTH LINE OF LOT  
 878 17 OF SAID BLOCK 2; THENCE WESTWARD ALONG SOUTH LINE OF SAID LOT 17 OF  
 879 BLOCK 2 TO THE EAST LINE OF NORTH HAMLIN AVENUE; THENCE NORTHWARD  
 880 ALONG EAST LINE OF SAID NORTH HAMLIN AVENUE TO THE SOUTH LINE  
 881 (EXTENDED EAST) OF LOT 11 IN WM. J. SWEENEY'S SUBDIVISION OF LOT 6 IN  
 882 CIRCUIT COURT COMMON DIVISION IN WEST HALF OF THE SOUTHWEST  
 883 QUARTER OF SAID SECTION 23; THENCE WESTWARD ALONG SOUTH LINE  
 884 (EXTENDED EAST AND WEST) TO THE SOUTHWEST CORNER OF LOT 1 IN SAID  
 885 WM. J. SWEENEY'S SUBDIVISION; THENCE NORTHWESTERLY ALONG  
 886 SOUTHWESTERLY LINE (EXTENDED NORTHWESTERLY) OF SAID LOT 1 TO THE  
 887 EAST LINE OF NORTH AVERS AVENUE; THENCE WESTWARD ACROSS SAID  
 888 NORTH AVERS AVENUE ALONG A LINE PARALLEL WITH SOUTH LINE OF SAID  
 889 LOT 1 TO THE WEST LINE OF 66 FEET WIDE NORTH AVERS AVENUE; THENCE  
 890 NORTHWARD ALONG WEST LINE OF SAID NORTH AVERS AVENUE TO THE NORTH  
 891 LINE OF 16 FEET WIDE PUBLIC ALLEY, SOUTH OF WEST SCHOOL STREET; THENCE  
 892 WESTWARD ALONG NORTH LINE OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
 893 EAST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTHWARD ALONG EAST  
 894 LINE OF SAID NORTH SPRINGFIELD AVENUE TO THE NORTHEASTERLY LINE OF A  
 895 16 FEET WIDE PUBLIC ALLEY, NORTHEASTERLY OF NORTH MILWAUKEE  
 896 AVENUE; THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
 897 NORTHWESTERLY) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE  
 898 NORTHWESTERLY LINE (EXTENDED NORTHEASTERLY) OF SAID NORTH  
 899 SPRINGFIELD AVENUE; THENCE SOUTHWESTERLY ALONG NORTHWESTERLY  
 900 LINE (EXTENDED NORTHEASTERLY) OF SAID NORTH SPRINGFIELD AVENUE TO  
 901 THE NORTHEASTERLY LINE OF 66 FEET WIDE NORTH MILWAUKEE AVENUE;  
 902 THENCE NORTHWESTERLY ALONG NORTHEASTERLY LINE (EXTENDED  
 903 NORTHWESTERLY) OF SAID NORTH MILWAUKEE AVENUE TO THE NORTH LINE  
 904 OF SAID WEST SCHOOL STREET; THENCE WESTWARD ALONG NORTH LINE  
 905 (EXTENDED WEST) OF SAID WEST SCHOOL STREET TO THE WEST LINE OF NORTH  
 906 PULASKI ROAD; THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH  
 907 PULASKI ROAD TO THE NORTH LINE OF WEST MELROSE STREET; THENCE  
 908 WESTWARD ALONG NORTH LINE OF SAID WEST MELROSE STREET TO THE EAST  
 909 LINE (EXTENDED NORTH AND SOUTH) OF A 16 FEET WIDE PUBLIC ALLEY, WEST  
 910 OF NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG EAST LINE (EXTENDED  
 911 NORTH AND SOUTH) OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE  
 912 OF 66 FEET WIDE WEST BELMONT AVENUE; THENCE EASTWARD ALONG SOUTH  
 913 LINE OF SAID WEST BELMONT AVENUE TO THE WEST LINE OF 66 FEET WIDE  
 914 NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG WEST LINE OF SAID  
 915 NORTH PULASKI ROAD TO A LINE 133 FEET SOUTH OF AND PARALLEL WITH  
 916 SOUTH LINE OF SAID WEST BELMONT AVENUE; THENCE EASTWARD ALONG SAID  
 917 PARALLEL LINE ACROSS SAID NORTH PULASKI ROAD. 66 FEET TO THE POINT OF

918 BEGINNING, ALL AFORESAID LEGAL DESCRIPTION HEREBY WRITTEN ON THIS  
 919 30th DAY OF NOVEMBER 1999, ALL IN COOK COUNTY, ILLINOIS.  
 920

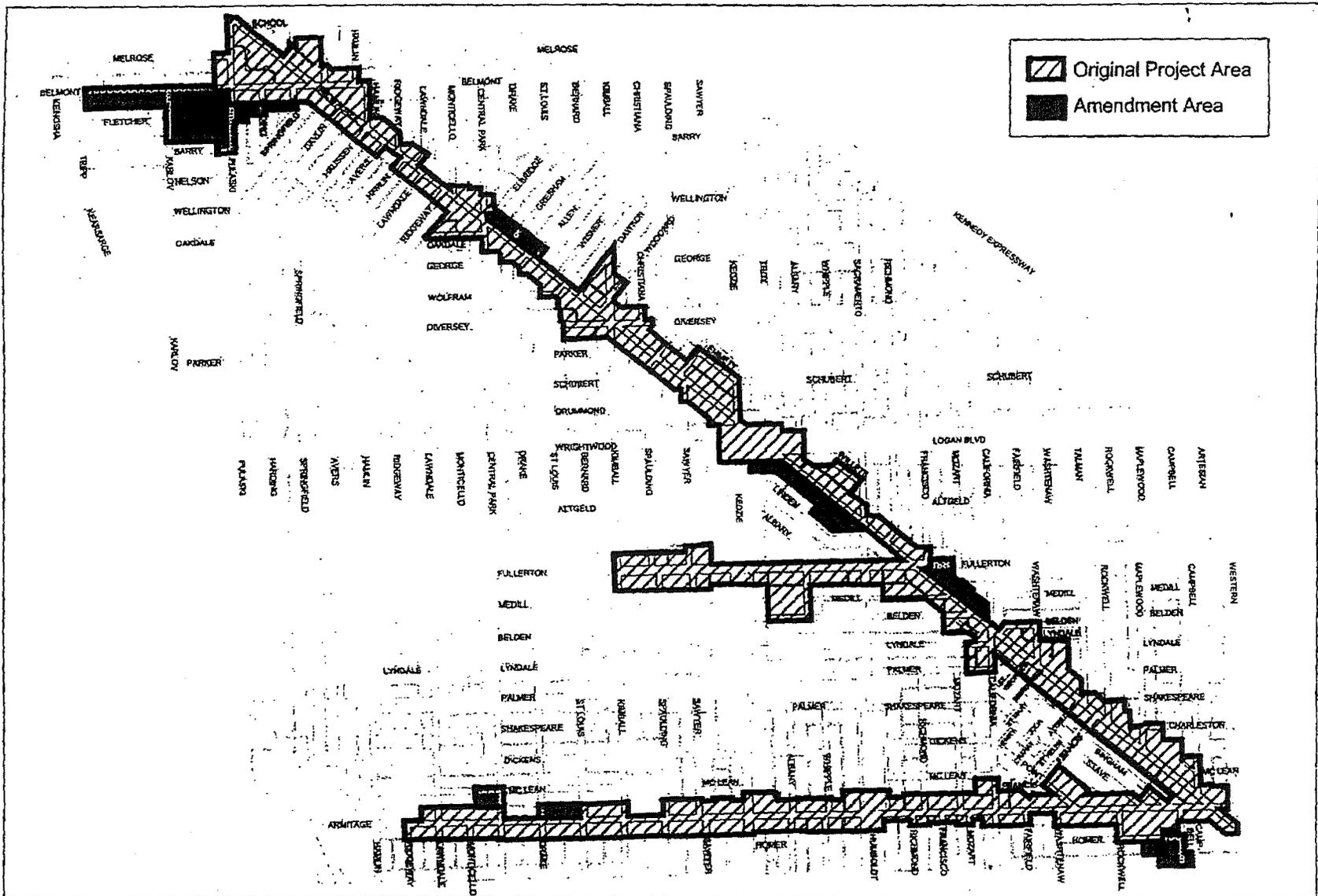
921 **PARCEL 2:**

922  
 923 THAT PART OF SECTIONS 22, 23, 26 AND 27, TOWNSHIP 40 NORTH, RANGE 13, EAST  
 924 OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY,  
 925 ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 926

927 COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF  
 928 AFORESAID SECTION 26 (INTERSECTION OF THE CENTER LINES OF WEST  
 929 BELMONT AVENUE AND NORTH PULASKI ROAD); THENCE SOUTHWARD ALONG  
 930 THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26, 166.00 FEET  
 931 MORE OR LESS TO THE CENTER LINE OF A 16 FEET WIDE PUBLIC ALLEY,  
 932 EXTENDED WEST (SOUTH OF WEST BELMONT AVENUE); THENCE EASTWARD  
 933 ALONG SAID CENTER LINE OF VACATED ALLEY, 33 FEET TO THE EAST LINE OF  
 934 SAID NORTH PULASKI ROAD FOR THE POINT OF BEGINNING;

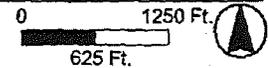
935  
 936 THENCE EASTWARD ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE  
 937 WEST LINE OF NORTH SPRINGFIELD AVENUE; THENCE SOUTH ALONG THE SAID  
 938 WEST LINE OF NORTH SPRINGFIELD AVENUE, 8.00 FEET TO THE NORTHEAST  
 939 CORNER OF LOT 35 IN CHAS. SEEGER'S SUBDIVISION OF LOT 1 OF HAUSSEN AND  
 940 SEEGER'S ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26,  
 941 1912 AS DOCUMENT NUMBER 23771; THENCE EASTWARD ACROSS SAID NORTH  
 942 SPRINGFIELD AVENUE TO THE NORTHWEST CORNER OF LOT 11 IN AFORESAID  
 943 CHAS. SEEGER'S SUBDIVISION; THENCE SOUTHWARD ALONG THE EAST LINE OF  
 944 SAID NORTH SPRINGFIELD AVENUE TO THE SOUTH LINE, EXTENDED EAST, OF  
 945 LOT 34 IN SAID CHAS. SEEGER'S SUBDIVISION; THENCE WESTWARD ALONG  
 946 SOUTH LINE, EXTENDED EAST, OF SAID LOT 34 TO THE SOUTHWEST CORNER OF  
 947 SAID LOT 34; THENCE WESTWARD ACROSS 16 FEET WIDE PUBLIC ALLEY TO THE  
 948 SOUTHEAST CORNER OF LOT 47 IN SAID CHAS. SEEGER'S SUBDIVISION; THENCE  
 949 WESTWARD ALONG SOUTH LINE OF SAID LOT 47 TO THE EAST LINE OF NORTH  
 950 HARDING AVENUE; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID  
 951 NORTH HARDING AVENUE TO THE SOUTH LINE, EXTENDED EAST, OF 16 FEET  
 952 WIDE PUBLIC ALLEY, NORTH OF WEST BARRY AVENUE; THENCE WESTWARD  
 953 ALONG THE SOUTH LINE, EXTENDED EAST, OF SAID 16 FEET WIDE PUBLIC ALLEY  
 954 TO THE EAST LINE OF ANOTHER 16 FEET WIDE PUBLIC ALLEY, WEST OF SAID  
 955 NORTH HARDING AVENUE; THENCE SOUTHWARD ALONG THE EAST LINE OF  
 956 SAID PUBLIC ALLEY TO THE SOUTH LINE, EXTENDED EAST, OF ANOTHER 16 FEET  
 957 WIDE PUBLIC ALLEY, NORTH OF WEST BARRY AVENUE; THENCE WESTWARD  
 958 ALONG SOUTH LINE, EXTENDED EAST, OF SAID 16 FEET WIDE PUBLIC ALLEY TO  
 959 THE EAST LINE OF NORTH PULASKI ROAD; THENCE SOUTHWARD ALONG EAST  
 960 LINE OF SAID NORTH PULASKI ROAD TO THE SOUTH LINE OF SAID WEST BARRY  
 961 AVENUE; THENCE WESTWARD ALONG SOUTH LINE, EXTENDED EAST, OF SAID  
 962 WEST BARRY AVENUE TO THE EAST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST  
 963 OF SAID NORTH PULASKI ROAD; THENCE NORTHWARD ACROSS SAID WEST

964 BARRY AVENUE TO THE SOUTHEAST CORNER OF LOT 4 IN COLLINS AND  
965 GAUNTLETT'S 40<sup>th</sup> AVENUE AND NOBLE AVENUE ADDITION TO CHICAGO IN EAST  
966 HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTHWARD  
967 ALONG EAST LINE OF SAID LOT 4 TO ITS NORTHEAST CORNER; THENCE  
968 WESTWARD ALONG NORTH LINE OF SAID COLLINS AND GAUNTLETT'S 40<sup>th</sup>  
969 AVENUE AND NOBLE AVENUE ADDITION TO CHICAGO TO THE WEST LINE OF  
970 NORTH KARLOV AVENUE; THENCE NORTHWARD ALONG WEST LINE OF SAID  
971 NORTH KARLOV AVENUE TO THE SOUTH LINE OF 16 FEET WIDE PUBLIC ALLEY,  
972 SOUTH OF WEST BELMONT AVENUE; THENCE WESTWARD ALONG SOUTH LINE  
973 OF SAID 16 FEET WIDE PUBLIC ALLEY TO THE EAST LINE OF NORTH TRIPP  
974 AVENUE; THENCE NORTHWARD ALONG EAST LINE, EXTENDED NORTH, OF SAID  
975 NORTH TRIPP AVENUE TO THE NORTH LINE OF WEST BELMONT AVENUE;  
976 THENCE EASTWARD ALONG NORTH LINE OF SAID WEST BELMONT AVENUE TO  
977 THE EAST LINE OF 16 FEET WIDE PUBLIC ALLEY, WEST OF NORTH PULASKI  
978 ROAD; THENCE SOUTHWARD ALONG EAST LINE, EXTENDED SOUTH, OF SAID 16  
979 FEET WIDE PUBLIC ALLEY TO THE SOUTH LINE OF SAID WEST BELMONT  
980 AVENUE; THENCE EASTWARD ALONG SOUTH LINE OF SAID SOUTH LINE OF WEST  
981 BELMONT AVENUE TO THE WEST LINE OF 66 FEET WIDE NORTH PULASKI ROAD;  
982 THENCE SOUTHWARD ALONG WEST LINE OF SAID NORTH PULASKI ROAD TO A  
983 LINE 133 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID WEST  
984 BELMONT AVENUE; THENCE EASTWARD ACROSS NORTH PULASKI ROAD ALONG  
985 SAID PARALLEL LINE A DISTANCE OF 66 FEET TO THE POINT OF BEGINNING, ALL  
986 AFORESAID LEGAL DESCRIPTION HEREBY WRITTEN ON THIS 20<sup>th</sup> DAY OF  
987 DECEMBER 2004, ALL IN COOK COUNTY, ILLINOIS



**Figure A: Project Area Boundary**  
 Fullerton/Milwaukee Redevelopment Plan  
 City of Chicago, Illinois

December 30, 2004



CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE  
REDEVELOPMENT PROJECT

FINANCIAL REPORT

DECEMBER 31, 2011

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

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**BANSLEY AND KIENER, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS  
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CHICAGO, ILLINOIS 60631  
AREA CODE 312 263.2700

INDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor  
Members of the City Council  
City of Chicago, Illinois

We have audited the accompanying financial statements of the Fullerton/Milwaukee Redevelopment Project of the City of Chicago, Illinois, as of and for the year ended December 31, 2011, as listed in the table of contents. These financial statements are the responsibility of the City of Chicago's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Fullerton/Milwaukee Redevelopment Project and do not purport to, and do not present fairly the financial position of the City of Chicago, Illinois, as of December 31, 2011, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fullerton/Milwaukee Redevelopment Project of the City of Chicago, Illinois, as of December 31, 2011, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 5 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Honorable Rahm Emanuel, Mayor  
Members of the City Council

- 2 -

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures by statutory code on page 12 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the City of Chicago's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Barsley and Kienor, L.L.P.*

Certified Public Accountants

June 20, 2012

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
(UNAUDITED)

As management of the Fullerton/Milwaukee Tax Increment Redevelopment Project Area (Project), we offer the readers of the Project's financial statements this narrative overview and analysis of the Project's financial performance for the year ended December 31, 2011. Please read it in conjunction with the Project's financial statements, which follow this section.

*Overview of the Financial Statements*

This discussion and analysis is intended to serve as an introduction to the Project's basic financial statements. The Project's basic financial statements include three components: 1) government-wide financial statements, 2) governmental fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information concerning the Project's expenditures by statutory code.

*Basic Financial Statements*

The basic financial statements include two kinds of financial statements that present different views of the Project – the *Government-Wide Financial Statements* and the *Governmental Fund Financial Statements*. These financial statements also include the notes to the financial statements that explain some of the information in the financial statements and provide more detail.

*Government-Wide Financial Statements*

The government-wide financial statements provide both long-term and short-term information about the Project's financial status and use accounting methods similar to those used by private-sector companies. The statement of net assets includes all of the project's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the Project's net assets and how they have changed. Net assets – the difference between the Project's assets and liabilities – is one way to measure the Project's financial health, or position.

*Governmental Fund Financial Statements*

The governmental fund financial statements provide more detailed information about the Project's significant funds – not the Project as a whole. Governmental funds focus on: 1) how cash and other financial assets can readily be converted to cash flows and 2) the year-end balances that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps determine whether there are more financial resources that can be spent in the near future to finance the Project. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the statements to explain the relationship (or differences) between them.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS  
(UNAUDITED)  
(Continued)

*Notes to the Financial Statements*

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and governmental fund financial statements. The notes to the financial statements follow the basic financial statements.

*Other Supplementary Information*

In addition to the basic financial statements and accompanying notes, this report also presents a schedule of expenditures by statutory code. This supplementary information follows the notes to the financial statements.

*Condensed Comparative Financial Statements*

The condensed comparative financial statements are presented on the following page.

*Analysis of Overall Financial Position and Results of Operations*

Property tax revenue for the Project was \$8,457,751 for the year. This was an increase of 14 percent over the prior year. The change in net assets (including other financing uses) produced a decrease in net assets of \$16,180,896. The Project's net assets decreased by 139 percent from the prior year making it necessary for \$(4,932,281) (net of surplus distribution) to be funded in future years. Expenses increased this year due to the Project's formulation of a redevelopment plan or necessary funding was substantially complete and available.

*Debt Administration*

General Obligation Bonds (Modern Schools Across Chicago Program) outstanding at December 31, 2011 amounted to \$32,355,000. More detailed information about the Project's long-term liabilities is presented in Note 2 of the financial statements.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

MANAGEMENT'S DISCUSSION AND ANALYSIS  
(UNAUDITED)  
(Concluded)

Government-Wide

	<u>2011</u>	<u>2010</u>	<u>Change</u>	<u>% Change</u>
Total assets	\$ 30,563,776	\$ 50,419,641	\$ (19,855,865)	-39%
Total liabilities	<u>35,081,057</u>	<u>38,756,026</u>	<u>(3,674,969)</u>	-9%
Total net assets (deficiency)	<u>\$ (4,517,281)</u>	<u>\$ 11,663,615</u>	<u>\$ (16,180,896)</u>	-139%
Total revenues	\$ 9,277,281	\$ 7,503,019	\$ 1,774,262	24%
Total expenses	<u>23,458,177</u>	<u>9,526,234</u>	<u>13,931,943</u>	146%
Other financing uses	<u>2,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	100%
Changes in net assets	<u>(16,180,896)</u>	<u>(3,023,215)</u>	<u>(13,157,681)</u>	-435%
Ending net assets (deficiency)	<u>\$ (4,517,281)</u>	<u>\$ 11,663,615</u>	<u>\$ (16,180,896)</u>	-139%

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

STATEMENT OF NET ASSETS AND  
GOVERNMENTAL FUNDS BALANCE SHEET  
DECEMBER 31, 2011

<u>ASSETS</u>	<u>Governmental Funds</u>	<u>Adjustments</u>	<u>Statement of Net Assets</u>
Cash and investments	\$ 23,023,952	\$ -	\$ 23,023,952
Property taxes receivable	7,515,300	-	7,515,300
Accrued interest receivable	24,524	-	24,524
Total assets	<u>\$ 30,563,776</u>	<u>\$ -</u>	<u>\$ 30,563,776</u>
<u>LIABILITIES</u>			
Vouchers payable	\$ 111,211	\$ -	\$ 111,211
Due to other City funds	98,021	-	98,021
Accrued interest payable	30,742	-	30,742
Other accrued liability	355,171	-	355,171
Deferred revenue	6,553,448	(6,553,448)	-
Bonds payable (Note 2):			
Due within one year	-	1,475,000	1,475,000
Due after one year	-	33,010,912	33,010,912
Total liabilities	<u>7,148,593</u>	<u>27,932,464</u>	<u>35,081,057</u>
<u>FUND BALANCE/NET ASSETS</u>			
Fund balance:			
Committed for surplus distribution (Note 3)	415,000	(415,000)	-
Committed for debt service	2,826,943	(2,826,943)	-
Committed for future redevelopment project costs	<u>20,173,240</u>	<u>(20,173,240)</u>	<u>-</u>
Total fund balance	<u>23,415,183</u>	<u>(23,415,183)</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 30,563,776</u>		
Net assets (deficiency):			
Restricted for surplus distribution (Note 3)		415,000	415,000
Restricted for economic development projects		18,769	18,769
Restricted for debt service		2,985,264	2,985,264
Restricted for future redevelopment project costs		<u>(7,936,314)</u>	<u>(7,936,314)</u>
Total net assets (deficiency)		<u>\$ (4,517,281)</u>	<u>\$ (4,517,281)</u>

Amounts reported for governmental activities in the statement of net assets are different because:

Total fund balance - governmental funds	\$ 23,415,183
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	6,553,448
Long-term liabilities applicable to the Project's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All long-term liabilities are reported in the statement of net assets.	<u>(34,485,912)</u>
Total net assets (deficiency) - governmental activities	<u>\$ (4,517,281)</u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE YEAR ENDED DECEMBER 31, 2011

	<u>Governmental Funds</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
Revenues:			
Property tax	\$ 7,894,486	\$ 563,265	\$ 8,457,751
Interest	691,792	-	691,792
Miscellaneous revenue	127,738	-	127,738
Total revenues	<u>8,714,016</u>	<u>563,265</u>	<u>9,277,281</u>
Expenditures/expenses:			
Economic development projects	22,111,358	-	22,111,358
Debt service:			
Principal retirement	290,000	(290,000)	-
Interest	1,520,233	(173,414)	1,346,819
Total expenditures/expenses	<u>23,921,591</u>	<u>(463,414)</u>	<u>23,458,177</u>
Excess of expenditures over revenues	(15,207,575)	1,026,679	(14,180,896)
Other financing uses:			
Surplus distribution (Note 3)	(2,000,000)	-	(2,000,000)
Excess of expenditures and other financing uses over revenues	(17,207,575)	17,207,575	-
Change in net assets	-	(16,180,896)	(16,180,896)
Fund balance/net assets (deficiency):			
Beginning of year	<u>40,622,758</u>	<u>(28,959,143)</u>	<u>11,663,615</u>
End of year	<u>\$ 23,415,183</u>	<u>\$ (27,932,464)</u>	<u>\$ (4,517,281)</u>

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - governmental funds	\$(17,207,575)
Property tax revenue is recognized in the period for which levied rather than when "available". A portion of the deferred property tax revenue is not available.	563,265
Repayment of bond principal is reported as an expenditure in governmental funds and, thus, has the effect of reducing fund balance because current financial resources have been used. For governmental activities, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.	290,000
Premium received on the issuance of long-term debt is not accrued in governmental funds, but rather is amortized over the life of the bonds.	<u>173,414</u>
Change in net assets - governmental activities	<u><u>\$(16,180,896)</u></u>

The accompanying notes are an integral part of the financial statements.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

(a) *Reporting Entity*

In February 2000, the City of Chicago (City) established the Fullerton/Milwaukee Tax Increment Redevelopment Project Area (Project). The area has been established to finance improvements, leverage private investment and create and retain jobs. The Project is accounted for within the capital project, debt service and special revenue funds of the City.

(b) *Government-Wide and Fund Financial Statements*

The accompanying financial statements of the Project have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). Effective January 2011, GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, was adopted to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied, by eliminating the reserve component in favor of a restricted classification and by clarifying existing governmental fund type definitions. The "committed fund balance" classification is utilized where amounts are constrained to specific purposes by the City itself, using the highest level of decision-making authority or City Council Ordinance.

Previously, GASB Statement No. 34 (as amended) was implemented and included the following presentation:

- A Management Discussion and Analysis (MD&A) section providing an analysis of the Project's overall financial position and results of operations.
- Government-wide financial statements prepared using the economic resources measurement focus and the *accrual basis of accounting* for all the Project's activities.
- Fund financial statements, which focus on the Project's governmental funds *current financial resources measurement focus*.

(c) *Measurement Focus, Basis of Accounting and Financial Statements Presentation*

The government-wide financial statements are reported using the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

The governmental fund financial statements are prepared on the *modified accrual basis of accounting* with only current assets and liabilities included on the balance sheet. Under *the modified accrual basis of accounting*, revenues are recorded when susceptible to accrual, i.e., both measurable and available to finance expenditures of the current period. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes are susceptible to accrual and recognized as a receivable in the year levied. Revenue recognition is deferred unless the taxes are received within 60 days subsequent to year-end. Expenditures are recorded when the liability is incurred.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in government-wide financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. The City has elected not to follow subsequent private-sector guidance.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS  
(Continued)

Note 1 – Summary of Significant Accounting Policies (Concluded)

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

(d) *Assets, Liabilities and Net Assets*

*Cash and Investments*

Cash belonging to the City is generally deposited with the City Treasurer as required by the Municipal Code of Chicago. The City Comptroller issues warrants for authorized City expenditures which represent a claim for payment when presented to the City Treasurer. Payment for all City warrants clearing is made by checks drawn on the City's various operating bank accounts.

The City Treasurer and City Comptroller share responsibility for investing in authorized investments. Interest earned on pooled investments is allocated to participating funds based upon their average combined cash and investment balances.

The City values its investments at fair value or amortized cost. U.S. Government securities purchased at a price other than par with a maturity of less than one year are reported at amortized cost.

*Capital Assets*

Capital assets are not capitalized in the governmental funds but, instead, are charged as current expenditures when purchased. The Government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) of the City includes the capital assets and related depreciation, if any, of the Project in which ownership of the capital asset will remain with the City (i.e. infrastructure, or municipal building). All other construction will be expensed in both the government-wide financial statements and the governmental funds as the City nor Project will retain the right of ownership.

(e) *Stewardship, Compliance and Accountability*

*Illinois Tax Increment Redevelopment Allocation Act Compliance*

The Project's expenditures include reimbursements for various eligible costs as described in subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and the Redevelopment Agreement relating specifically to the Project. Eligible costs include but are not limited to survey, property assembly, rehabilitation, public infrastructure, financing and relocation costs.

*Reimbursements*

Reimbursements, if any, are made to the developer for project costs, as public improvements are completed and pass City inspection. The semi-annual principal and interest payments are made solely from incremental real property taxes, which are paid in the redevelopment district.

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS  
(Continued)

Note 2 – Bonds Payable

In January 2007, the City issued \$8,735,000 of General Obligation Bonds (Modern Schools Across Chicago Program), Series 2007E at a premium. The bonds have interest rates ranging from 3.60 to 5.00 percent and maturity dates ranging from December 1, 2008 to December 1, 2024. Net proceeds of \$8,735,000 will be used to pay for a portion of the costs for construction, renovation, design and acquisition of elementary and high schools that are part of the school system operated by the Board of Education of the City of Chicago (the "Board") and refund certain outstanding obligations of the Board.

In August 2010, the City issued \$24,490,000 of General Obligation Bonds (Modern Schools Across Chicago Program), Series 2010A and B at a premium. Series B bonds (\$7,545,000) are Build America Bonds. The bonds have interest rates ranging from 3.00 percent to 5.364 percent and maturity dates ranging from December 1, 2011 to December 1, 2024. Net proceeds of \$26,442,557 will be used to pay for a portion of the costs for construction, renovation, design and acquisition of elementary and high schools that are part of the school system operated by the Board (\$25,000,000) and to fund capitalized interest (\$1,442,557). The bonds fund Phase II of the Modern Schools Across Chicago Program.

Long-term liability activity for the year ended December 31, 2011 was as follows:

Beginning balance	\$32,645,000
Additions	-
Reductions	<u>(290,000)</u>
Subtotal	32,355,000
Plus unamortized premium	<u>2,130,912</u>
Ending balance	<u>\$34,485,912</u>
Amounts due within one year	<u>\$ 1,475,000</u>

The principal aggregate maturities of the bonds are as follows:

<u>Year Ending</u> <u>December 31,</u>	<u>Series 2007</u>	<u>Series 2010A</u>	<u>Series 2010B</u>	<u>Total</u>
2012	\$ 300,000	\$ 1,175,000	\$ -	\$ 1,475,000
2013	310,000	1,210,000	-	1,520,000
2014	420,000	1,300,000	-	1,720,000
2015	440,000	1,450,000	-	1,890,000
2016	460,000	1,565,000	-	2,025,000
2017-2021	3,240,000	7,415,000	2,675,000	13,330,000
2022-2024	<u>2,695,000</u>	<u>2,830,000</u>	<u>4,870,000</u>	<u>10,395,000</u>
Total	<u>\$7,865,000</u>	<u>\$16,945,000</u>	<u>\$7,545,000</u>	<u>\$32,355,000</u>

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT

NOTES TO FINANCIAL STATEMENTS  
(Concluded)

Note 2 – Bonds Payable (Concluded)

The interest aggregate maturities of the bonds are as follows:

<u>Year Ending</u> <u>December 31,</u>	<u>Series 2007</u>	<u>Series 2010A</u>	<u>Series 2010B</u>	<u>Total</u>
2012	\$ 368,900	\$ 776,400	\$ 364,964	\$ 1,510,264
2013	357,650	741,150	364,964	1,463,764
2014	346,025	692,750	364,964	1,403,739
2015	330,275	632,300	364,964	1,327,539
2016	308,275	559,800	364,964	1,233,039
2017-2021	1,181,200	1,704,000	1,728,748	4,613,948
2022-2024	<u>278,000</u>	<u>259,000</u>	<u>502,158</u>	<u>1,039,158</u>
Total	<u>\$3,170,325</u>	<u>\$5,365,400</u>	<u>\$4,055,726</u>	<u>\$12,591,451</u>

Note 3 – Surplus Distribution

In December 2010, the City declared a surplus within the fund balance of the Project in the amount of \$2,000,000. In June 2011, the surplus funds were sent to the Cook County Treasurer's Office to be redistributed to the various taxing agencies.

In December 2011, the City declared a surplus within the fund balance of the Project in the amount of \$415,000. In June 2012, the surplus funds were sent to the Cook County Treasurer's Office to be redistributed to the various taxing agencies.

Note 4 – Commitments

The City has pledged certain amounts solely from available excess incremental taxes to provide financial assistance to a developer under the terms of a redevelopment agreement for the purpose of paying costs of certain eligible redevelopment project costs.

SUPPLEMENTARY INFORMATION

CITY OF CHICAGO, ILLINOIS  
FULLERTON/MILWAUKEE REDEVELOPMENT PROJECT  
SCHEDULE OF EXPENDITURES BY STATUTORY CODE

Code Description

Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing	\$ 234,567
Costs of property assembly, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land	5,193,634
Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures	1,305,116
Costs of the construction of public works or improvements	15,246,529
Costs of job training and retraining projects	131,512
Costs of financing, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto	<u>1,810,233</u>
	<u>\$ 23,921,591</u>



BANSLEY AND KIENER, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

ESTABLISHED 1922

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O'HARE PLAZA 8745 WEST HIGGINS ROAD SUITE 200 CHICAGO, ILLINOIS 60631 312.263.2700 FAX 312.263.6935 WWW.BK-CPA.COMINDEPENDENT AUDITOR'S REPORT

The Honorable Rahm Emanuel, Mayor  
Members of the City Council  
City of Chicago, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America, the statement of net assets and governmental funds balance sheet of Fullerton/Milwaukee Redevelopment Project of the City of Chicago, Illinois as of December 31, 2011, and the related statement of activities and governmental funds revenues, expenditures and changes in fund balance for the year then ended, and have issued our report thereon dated June 20, 2012.

In connection with our audit, nothing came to our attention that caused us to believe that the Project failed to comply with the regulatory provisions in Subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Allocation Redevelopment Act and Subsection (o) of Section 11-74.6-10 of the Illinois Industrial Jobs Recovery Law as they relate to the eligibility for costs incurred incidental to the implementation of the Fullerton/Milwaukee Redevelopment Project of the City of Chicago, Illinois.

This report is intended for the information of the City of Chicago's management. However, this report is a matter of public record, and its distribution is not limited.

*Bansley and Kiener, L.L.P.*

Certified Public Accountants

June 20, 2012

INTERGOVERNMENTAL AGREEMENTS  
FY 2011

A list of all intergovernmental agreements in effect in FY 2011 to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)]

Name of Agreement	Description of Agreement	Amount Transferred Out	Amount Received
Avondale Irving Park	Improvements to school	15,033,369	

# Fullerton/Milwaukee Redevelopment Project Area 2011 Annual Report

