Office of the Chicago City Clerk

SO2011-8596

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	10/5/2011
Sponsor(s):	Burns, William D. (4)
Type:	Ordinance
Title:	Vacation of public street(s) and alley(s) in area bounded by S Lake Park Ave, E 53rd St, S Harper Ave and E 52nd St
Committee(s) Assignment:	Committee on Transportation and Public Way

4

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City Council of the City of Chicago (the "City Council"), pursuant to an ordinance adopted on January 10, 2001, and published at pages 49798 through 49900 in the Journal of the Proceedings of the City Council ("Journal") of such date, authorized (1) a Redevelopment Plan for the 53rd Street Redevelopment Project Area; (2) the designation of the 53rd Street Redevelopment Project Area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act; and (3) the Tax Increment Allocation Financing for the 53rd Street Redevelopment Project Area; and

WHEREAS, the City Council, pursuant to an ordinance adopted on May 4, 2011 and published at pages 116874 through 117056 in the Journal of such date, authorized the execution of that certain Redevelopment Agreement (the "Redevelopment Agreement"), by and among the City, CJUF III Harper Court LLC ("Harper Court") and Lake Park Associates, Inc. ("Lake Park" and, together with Harper Court, the "Developer"), the Developer has undertaken the redevelopment of certain property located at the northwest corner of 53rd Street and Lake Park Avenue generally bounded by 52nd Street on the north, Lake Park Avenue on the east, 53rd Street on the south, and Harper Avenue on the west (the "Project Site"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Developer intends to construct on the Project Site a mixed-use office, retail and residential development and related improvements including an office building, underground parking facility, retail base building, vertical improvements infrastructure, streetscaping and street parking (the "Harper Court Development Project"); and

WHEREAS, in order for the Harper Court Development Project to proceed, it will be necessary to vacate portions of various streets and alleys for the full appraised value of those portions of the various streets and alleys to be vacated herein and Lake Park shall thereby acquire title to the entire vacated street and alleys to be vacated located throughout the Project Site as set forth in Section 2 of this ordinance and legally described and depicted on Exhibit A attached hereto; and

WHEREAS, as part of the redevelopment of the Project Site, Lake Park intends to rededicate a portion of S. Harper Avenue that was previously vacated and dedicate a portion of property adjacent to the intersection of East 52nd Place as extended and the private drive known as Harper Court as set forth in Section 3 of this ordinance and legally described and depicted on Exhibit B attached hereto; and

WHEREAS, the City has determined that it is in the best interest of the City to acquire, for the benefit of the public, easements over, under, upon, and across that certain portions of the property to be vacated, and other areas, in favor of the public; and

WHEREAS, Lake Park wishes to grant an easement to the City for the use and benefit of the general public over, under, upon, and across that certain private drive known as Harper Court and certain sidewalks and related infrastructure improvement appurtenant and through certain airspace located within the Harper Court Development Project; and

WHEREAS, Lake Park and the City, with a Joinder and Consent by Harper Court, have together agreed to enter into an easement agreement, for the use and benefit of the public, on substantially the same terms and conditions as set forth in the Harper Court Access Easement Agreement (the "Easement Agreement") attached hereto and incorporated herein as Exhibit C, for the purpose of proper and legal ingress to, egress from, and circulation within the Harper Court Development Project by the benefited parties and their vehicles; and

WHEREAS, the City Council of the City, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of the public streets and alleys legally described in the following ordinance.

Now, Therefore, Be It Ordained by the City Council of the City of Chicago:

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

Section 2. The parts of public streets and alleys legally described as:

PARCEL 1

THE WEST 14.0 FEET OF THE NORTH 90.0 FEET OF LOTS 17 AND 18 TAKEN AS A TRACT IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE WEST 14 FEET OF LOTS 10, 11, 12, 13, 14, 15 AND THE SOUTH ½ OF LOT 16 IN BLOCK 2 TAKEN AS A TRACT IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE, IN COOK COUNTY, ILLINOIS.

PARCEL 3

THAT PART OF LOT 10 (EXCEPT THE WEST 14 FEET THEREOF) LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE AND THE SOUTH 4.94 FEET OF LOT 11 (EXCEPT THE WEST 14 FEET THEREOF) IN BLOCK 2 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF 21 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING LOT 10 (EXCEPT THAT PART OF SAID LOT 10 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF E. 52ND PLACE) AND WHICH LIES EAST OF AND ADJOINING LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, INCLUSIVE IN BLOCK 20 OF HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5

THE WEST 10 FEET OF THE EAST 30 FEET OF LOTS 16, 17 AND 18 AND THE EAST 20 FEET OF THE SOUTH 20 FEET OF LOT 16 IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6

THE SOUTH 20 FEET OF LOT 3 (EXCEPT THE EAST 90 FEET THEREOF) IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7

THAT PART OF THE 14 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 15 IN BLOCK 1 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

. . . as shaded and indicated by the words "TO BE VACATED" on the drawing attached hereto as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same are hereby vacated to Lake Park, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations as to warrant the entire vacation of those portions of the various streets and alleys described herein to Lake Park.

Section 3. The vacations herein provided are made upon the express condition that within one hundred eighty (180) days after the passage of this Ordinance, Lake Park as Owner

of that portion of previously vacated Harper Avenue lying south of 52nd Street and north of 53rd Street and the property at the northeast corner of 52nd Place and Harper Court as legally described on Exhibit B attached hereto shall dedicate or cause to be dedicated to the public and opened up for public use the following described as shaded and indicated by the words "TO BE DEDICATED" on the drawing attached hereto as Exhibit B:

PARCEL 1

THAT PART OF S. HARPER AVENUE LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 21 HYDE PARK SUBDIVISION TO A POINT ON THE WEST LINE OF LOT 16 AT ITS POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 16 IN BLOCK 2 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, INCLUSIVE, IN BLOCK 20 IN HYDE PARK SUBDIVISION AND LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 2 IN SAID BLOCK 21, SAID POINT BEING 90 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN SAID BLOCK 21 AS MEASURED ALONG THE EAST LINE OF SAID LOTS 1 AND 2, TO A POINT ON THE WEST LINE OF LOT 17 IN SAID BLOCK 20, SAID POINT BEING 90 FEET SOUTH OF THE NORTH LINE OF LOT 18 IN SAID BLOCK 20, AS MEASURED ALONG THE WEST LINE OF SAID LOTS 17 AND 18 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF LOT 27 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 52ND PLACE EXTENDED EAST, IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 12 AND THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 4. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an Easement Agreement between Lake Park and the City, substantially in the form attached hereto as Exhibit C, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Easement Agreement.

Section 5. The vacations herein provided are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Lake Park shall pay or cause to be paid to the City the full appraised value as compensation for the benefits which will accrue to Lake Park said public streets and alleys hereby vacated the sum of Seven Hundred Twenty-Five Thousand Dollars

($ 725,000.00) which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City a sum sufficient to defray the costs of removing the paving and curb returns and constructing sidewalk and curb across the entrance to the public streets and alleys hereby vacated.

Section 6. The vacations herein provided are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Lake Park shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance, together with attached drawings approved by authorized staff of the Chicago Department of Transportation.

Section 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

Section 8. This ordinance shall be in full force and effect upon its passage and approval.

Gabe Klein
Commissioner of Transportation

Approved as to Form and Legality

Deputy Corporation Counsel

Honorable William D Burns
Alderman, 4th Ward

EXHIBIT A

COPY OF PLAT OF VACATION

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF VACATION
OF PUBLIC STREETS AND ALLEYS
OF

PARCEL 1
THE WEST 14 FEET OF THE NORTH 140 FEET OF LOTS 17 AND 18 TAKEN AS A TRACT IN BLOCK 29 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AREA= 280 SQ FT

PARCEL 2
THAT PART OF THE WEST 14 FEET OF LOTS 10, 11, 12, 13, 14, 15 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 2 TAKEN AS A TRACT IN WHITE'S SUBDIVISION OF LOTS 1 TO 15, BOTH INCLUSIVE, IN BLOCK 29 IN HYDE PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE, IN COOK COUNTY, ILLINOIS.

AREA = 1,071 SQ FT

PARCEL 3
THAT PART OF LOT 16 (EXCEPT THE WEST 14 FEET THEREOF) LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE AND THE SOUTH 4.94 FEET OF LOT 17 (EXCEPT THE WEST 14 FEET THEREOF) IN BLOCK 2 IN WHITE'S SUBDIVISION OF LOTS 1 TO 15, BOTH INCLUSIVE, IN BLOCK 29 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,346 SQ FT

PARCEL 4
THAT PART OF 24 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING LOT 16 (EXCEPT THAT PART OF SAID LOT 16 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF E. 52ND PLACE) AND WEST LYING EAST OF AND ADJOINING LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2 IN WHITE'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE IN BLOCK 29 OF HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 2,165 SQ FT

PARCEL 5
THE WEST 16 FEET OF THE EAST 30 FEET OF LOTS 16, 17 AND 18 AND THE EAST 30 FEET OF THE SOUTH 30 FEET OF LOT 19 IN BLOCK 29 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

AREA= 1,006 SQ FT

PARCEL 6
THE SOUTH 30 FEET OF LOT 3 (EXCEPT THE EAST 16 FEET THEREOF) IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, AND THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,249 SQ FT

PARCEL 7
THAT PART OF THE 14 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 15 IN BLOCK 1 IN WHITE'S SUBDIVISION OF LOTS 1 TO 15, BOTH INCLUSIVE, IN BLOCK 29 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,266 SQ FT

STATE OF ILLINOIS
COUNTY OF COOK) SS

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH.

PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVEMBER 30, 2012

11-04-11-3230

CERTIFIED SURVEY, INC.
1440 Renaissance Drive, Suite 140,
Park Ridge, IL 60068
Phone 847-296-6900 Fax 847-296-6906

ORDER No. 110390 (Y)
DATE: AUGUST 19, 2011
ORDERED BY: SHEPRKY & FRIEDLICH LTD

EXHIBIT B

COPY OF PLAT OF DEDICATION

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF DEDICATION OF PUBLIC STREETS OF

PARCEL 1 - THAT PART OF S. HARPER AVENUE LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 21 HYDE PARK SUBDIVISION TO A POINT ON THE WEST LINE OF LOT 19 AT ITS POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 19 IN BLOCK 2 IN WATER'S SUBDIVISION OF LOTS 4 TO 13, INCLUSIVE, IN BLOCK 30 HYDE PARK SUBDIVISION AND LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 3 IN SAID BLOCK 21, SAID POINT BEING 88 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN SAID BLOCK 21 AS MEASURED ALONG THE EAST LINE OF SAID LOTS 1 AND 2, TO A POINT ON THE WEST LINE OF LOT 17 IN SAID BLOCK 30, SAID POINT BEING 88 FEET SOUTH OF THE NORTH LINE OF LOT 19 IN SAID BLOCK 30, AS MEASURED ALONG THE WEST LINE OF SAID LOTS 17 AND 18 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 7,309.90 FT

PARCEL 2

THAT PART OF LOT 27 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF E. 52ND PLACE EXTENDED EAST, IN WATER'S SUBDIVISION OF LOT 4 TO 13, BOTH INCLUSIVE, IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 299.90 FT

DECIMALS OF FEET AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF

.01 FT = 0 1/8"	.34 FT = 4 1/8"	.67 FT = 8 1/8"
.02 FT = 0 1/4"	.35 FT = 4 1/4"	.68 FT = 8 1/4"
.03 FT = 0 3/8"	.36 FT = 4 3/8"	.69 FT = 8 3/8"
.04 FT = 0 1/2"	.37 FT = 4 1/2"	.70 FT = 8 1/2"
.05 FT = 0 5/8"	.38 FT = 4 5/8"	.71 FT = 8 5/8"
.06 FT = 0 3/4"	.39 FT = 4 3/4"	.72 FT = 8 3/4"
.07 FT = 0 7/8"	.40 FT = 4 7/8"	.73 FT = 8 7/8"
.08 FT = 1 0"	.41 FT = 5 0"	.74 FT = 9 0"
.09 FT = 1 1/8"	.42 FT = 5 1/8"	.75 FT = 9 1/8"
.10 FT = 1 1/4"	.43 FT = 5 1/4"	.76 FT = 9 1/4"
.11 FT = 1 3/8"	.44 FT = 5 3/8"	.77 FT = 9 3/8"
.12 FT = 1 1/2"	.45 FT = 5 1/2"	.78 FT = 9 1/2"
.13 FT = 1 5/8"	.46 FT = 5 5/8"	.79 FT = 9 5/8"
.14 FT = 1 3/4"	.47 FT = 5 3/4"	.80 FT = 9 3/4"
.15 FT = 1 7/8"	.48 FT = 5 7/8"	.81 FT = 9 7/8"
.16 FT = 2 0"	.49 FT = 6 0"	.82 FT = 10 0"
.17 FT = 2 1/8"	.50 FT = 6 1/8"	.83 FT = 10 1/8"
.18 FT = 2 1/4"	.51 FT = 6 1/4"	.84 FT = 10 1/4"
.19 FT = 2 3/8"	.52 FT = 6 3/8"	.85 FT = 10 3/8"
.20 FT = 2 1/2"	.53 FT = 6 1/2"	.86 FT = 10 1/2"
.21 FT = 2 5/8"	.54 FT = 6 5/8"	.87 FT = 10 5/8"
.22 FT = 2 3/4"	.55 FT = 6 3/4"	.88 FT = 10 3/4"
.23 FT = 2 7/8"	.56 FT = 6 7/8"	.89 FT = 10 7/8"
.24 FT = 3 0"	.57 FT = 7 0"	.90 FT = 11 0"
.25 FT = 3 1/8"	.58 FT = 7 1/8"	.91 FT = 11 1/8"
.26 FT = 3 1/4"	.59 FT = 7 1/4"	.92 FT = 11 1/4"
.27 FT = 3 3/8"	.60 FT = 7 3/8"	.93 FT = 11 3/8"
.28 FT = 3 1/2"	.61 FT = 7 1/2"	.94 FT = 11 1/2"
.29 FT = 3 5/8"	.62 FT = 7 5/8"	.95 FT = 11 5/8"
.30 FT = 3 3/4"	.63 FT = 7 3/4"	.96 FT = 11 3/4"
.31 FT = 3 7/8"	.64 FT = 7 7/8"	.97 FT = 11 7/8"
.32 FT = 4 0"	.65 FT = 8 0"	.98 FT = 12 0"
.33 FT = 4 1/8"	.66 FT = 8 1/8"	.99 FT = 12 1/8"

STATE OF ILLINOIS
COUNTY OF COOK ss

WE CERTIFIED SURVEY INC DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN STATED.

PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVEMBER 30, 2012

11-04-11-3230	CERTIFIED SURVEY, INC. 1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906	ORDER No. 110389 (Y) DATE: AUGUST 19, 2011 ORDERED BY: SHEFSKY & FROELICH LTD.

EXHIBIT C

FORM OF HARPER COURT PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

This instrument prepared by, and after recording return to:

Pircher, Nichols & Meeks
900 North Michigan Avenue, Suite 1050
Chicago, Illinois 60611
Attention: David J. Pezza, Esq.

Street Address: 5244 South Lake Park Avenue, Chicago, Illinois 60637

PIN:

HARPER COURT PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

This HARPER COURT PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (this "**Agreement**") is entered into this ___ day of _____, 2011, by and between LAKE PARK ASSOCIATES, INC., an Illinois corporation ("**Owner**") and the CITY OF CHICAGO, an Illinois municipal corporation, by and through its Department of Transportation (the "**City**").

WHEREAS, Owner is the owner of certain real property at the northwest corner of 53rd Street and Lake Park Avenue in the City of Chicago, Cook County, State of Illinois, legally described in **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, Owner has conveyed a leasehold interest in the Property to CJUF III Harper Court LLC, a Delaware limited liability company ("**Developer**") pursuant to that certain Ground Lease dated as of June 3, 2011 (as the same may be amended from time to time, the "**Ground Lease**"); and

WHEREAS, the City Council of the City of Chicago (the "City Council"), pursuant to an ordinance adopted on January 10, 2001, and published at pages 49798 through 49900 in the Journal of the Proceedings of the City Council ("Journal") of such date (the "Redevelopment Plan Ordinance"), authorized (1) a Redevelopment Plan (the "Plan") for the 53rd Street Redevelopment Project Area (the "Redevelopment Project Area"); (2) the designation of the 53rd Street Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) the Tax Increment Allocation Financing for the 53rd Street Redevelopment Project Area; and

WHEREAS, Developer intends to construct a mixed use retail, residential and office development and related improvements on the Property (the "**Harper Court Development**") pursuant to that certain Redevelopment Agreement, dated as of October __, 2011, by and among Owner, Developer and the City (the "**Redevelopment Agreement**"); and

WHEREAS, City Council, pursuant to an ordinance adopted on May 4, 2011 and published at pages 116874 through 117056 in the Journal of such date (the "Redevelopment Agreement Ordinance"), authorized the execution of the Redevelopment Agreement; and

WHEREAS, in accordance with the Redevelopment Agreement, the Property includes certain property (the "**Vacated Property**") formerly existing as public rights of way, the rights to which have been vacated pursuant to a separate ordinance adopted by City Council on _____, 2011 and published at pages _____ through _____ in the Journal of such date, as shown and legally described on the Plat of Vacation (the "Plat"), attached as **Exhibit B** hereto, recorded in the office of the Cook County Recorder of Deeds on _____, 2011, as Document No. _____; and

WHEREAS, the City has determined that it is in the best interest of the City to acquire, for the benefit of the public, perpetual, non-exclusive easements over, under, upon and across certain portions of the Vacated Property, and other areas in the Harper Court Development, including but not limited to, that certain private drive known as Harper Court ("Private Drive"), in favor of the public; and

WHEREAS, Owner wishes to grant a perpetual easement to the City in favor of the public over, under, upon and across the Private Drive and certain sidewalks and related infrastructure improvements appurtenant thereto located on the Property, as legally described on **Exhibit C** attached hereto and depicted on **Exhibit D** attached hereto and incorporated herein; and

NOW THEREFORE, in consideration of the aforesaid and the mutual promises contained herein, Owner and City agree as follows:

1. Recitals and Definitions. All of the foregoing recitals are incorporated herein with the same force and effect as though recited herein. Certain terms and phrases contained in this Agreement shall be defined herein as follows:

"**Developer**" shall mean CJUF III Harper Court LLC, a Delaware limited liability company, and its successors and assigns, while it is the lessee under the Ground Lease and not otherwise an Owner in its own right.

"**Easement Area**" shall mean the real property and improvements appurtenant thereto as legally described on **Exhibit C** and shown and depicted on **Exhibit D**.

"**Lake Park Ownership Event**" shall mean the occurrence of the event defined in Section 8 of this Agreement.

"**Owner**" shall mean Lake Park Associates, Inc., an Illinois corporation, and its successors and assigns with respect to all or any portion of the Property.

"**Party**" shall mean individually the City, any Owner, or any Developer, and their respective successors and/or assigns.

"**Parties**" shall mean together, the City, Owner, Developer, and their respective successors and/or assigns.

2. Exhibits. All Exhibits to this Agreement are hereby made a part of this Agreement.

3. Easement. Owner hereby grants a perpetual non-exclusive easement to the City for the use and benefit of the general public for normal and customary access, ingress and egress over the paved sidewalks, streets, walkways, driveways, including but not limited to the Private Driveway, and driveway entrances and exits located on that portion of the Property located within the Easement Area as shown on **Exhibit D** hereto and through the airspace throughout the Easement Area located below a horizontal plane extending in all directions, the elevation of which horizontal plane is equal to seventeen feet and three inches (17'3") above the then existing grade for the purpose of proper and legal ingress to, egress from, and circulation within the Harper Court Development by such benefited parties and their vehicles.

The Owner and City may, by agreement, substitute revised legal descriptions and a revised Plat of Easement, solely for correction purposes, to those set forth in **Exhibit C** and **Exhibit D** attached hereto and incorporated herein.

4. City Use. The City hereby acknowledges and agrees that the Easement Area, and all improvements to be located thereon in accordance with the terms of the Redevelopment Agreement, constitute areas and improvements for "public use" or "public purposes" as such terms are used in Article 11, Sections 74.2-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/ and all City of Chicago ordinances related thereto.

5. Reserved Rights. Owner and Developer reserve the following rights with respect to that portion of the Easement Area that they own or lease, or any portion thereof, without any cost, fee or expense due or owing to the City so long as such reserved rights, in each such case, do not materially or unreasonably interfere with the use of the Easement Area by the public in accordance with this Agreement.

(a) to use the Easement Area, or any portion thereof, for any purpose (subject to the provisions of Sections 7 and 8 hereof), including, without limitation, for outdoor seating and related fixtures to the extent all applicable City permits are obtained therefore;

(b) to grant further easements or other interests in the Easement Area, with the approval of the City;

(c) to install, construct and maintain building foundations, to construct, install, maintain, reconstruct, replace and repair any buildings, structures or other improvements, and any appurtenance related thereto of every type and kind, including, without limitation, aprons; walkways; underground utilities; walls; fences; roofs or roofing; antenna; street lights; columns and poles; exterior stairways, fire escapes, and landings; screening and retaining walls; decks, balconies, and windbreaks; canopies, awnings, overhangs, including without limitation, building and structural overhangs, signs, and architectural elements; landscaping of any and all types and kinds, hedges, plantings, planted trees and shrubs; and exterior fixtures, equipment and/or furniture (together, the "Encroachments") within the Easement Area, provided any such Encroachments are in compliance with applicable codes, including but not limited to the City's Building Code, and permits and the plans and specifications related thereto or otherwise approved in writing by the City. For the avoidance of doubt, (i) any building foundation or building encroachment, or other at-grade encroachment resulting from the recording of this easement prior to the commencement of construction and the actual placement and construction of improvements, in either case, extending one (1) foot or less into the Easement Area (in distance

into and not in length along an easement line) shall not constitute a material or unreasonable interference with the use of the Easement Area by the public, and (ii) the building support column to be located in the Easement Area at the approximate location depicted as such on Exhibit D shall be a permitted encroachment and a permitted exception to the easement granted by this Agreement;

(d) to have incidental temporary encroachments upon the Easement Area as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings or signage so long as all activities requiring the use of such equipment are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with the use of the Easement Area by the public in accordance with this Agreement.

(e) to create and install all parking meters, parking signage, parking restrictions and other rights to parking with respect to any parking spaces located on the Easement Area;

(f) to legally restrict any use of the Easement Area which, in the reasonable opinion of the Owner or Developer, impedes the free and unobstructed ingress, egress and circulation within the Harper Court Development by members of the general public, including use for group gatherings, street performances, and solicitation, and individuals otherwise remaining on the Easement Area for extended periods of time;

(g) to remove, or cause to be removed from the Easement Area, in compliance with all applicable laws, regulations, and local ordinances, violent, vagrant, protesting or other persons, including persons creating a nuisance, and to assist in maintaining the general public safety, and the best interests of the Harper Court Development; and

(h) to utilize or permit the temporary use of a portion of the Easement Area from time to time for entertainment and special community events, and to close or restrict public access to a portion of the Easement Area in connection therewith, provided, however, that in no event shall any restriction of public use of the Easement Area pursuant to this sub-section (h) continue for more than seven (7) consecutive days. During any such temporary use, Owner and Developer shall provide an alternate temporary easement area that will provide reasonable pedestrian and vehicular access to and from the interior of Harper Court Development to the surrounding public streets and alleys;

6. Construction of Easement Area and Permitted Encroachments. The construction of the Easement Area and any permitted Encroachments that may be constructed in the Easement Area, as permitted in Section 5(c) above, and any repair or replacement thereof shall meet or exceed standards promulgated by the Chicago Department of Transportation for construction of public streets, sidewalks or other public rights-of-way, including but not limited to any requirement regarding construction of the sidewalks, road bed, curbs, road width, drainage, set back or installation of canopy lighting or trees along public streets.

7. Relocation For Construction and Other Purposes. Subject to compliance with the construction requirements of the Harper Court Development Project as set forth in the Redevelopment Agreement, and the requirements of this Agreement, Developer or Owner shall have the right to modify temporarily the location of the Easement Area to the extent necessary to avoid unreasonable interference with public use of the Easement Area arising from the construction, development or projected development of the Harper Court Development. If Developer or Owner wishes to permanently change the location of the Easement Area, it shall

first notify the City of the new proposed location and acquire the City's approval of same, which approval the City shall not unreasonably be withheld or delayed. The City retains the right to require that the relocation of the Easement Area enter the public right of way at substantially the same place as the Easement Area it replaces. As a condition to temporarily changing the location of the Easement Area, Owner shall grant, and Developer shall join and consent, to the City, for the benefit of the public, an easement and right of way comparable to the easement and right of way granted herein, over, under and across said location of the Easement Area. The City shall then execute and deliver such documents as Owner or Developer shall reasonably require for the easement change of location. All the provisions of this document shall apply with equal force to the relocation of the Easement Area. Owner, Developer or any of their respective successors or assigns shall not, at any time, block, close off, or unreasonably interfere with the E. 52nd Place ingress and egress access of any of the businesses fronting 52nd Place or 53rd Street, which such ingress and egress access lies between the east line of S. Harper Ave. to the west and the west line of the Easement Area to the east (once constructed) (the "Access Area"). Notwithstanding the foregoing, after obtaining any necessary City permits, an Owner shall have the right to temporarily close off a portion of E. 52nd Place for its construction purposes, including without limitation, placement of barricades and fencing and placing and operating a crane or other construction equipment in that area; provided, however, that in no event shall any part of the Access Area be entirely closed off (other than on a short term basis to move equipment and materials in and out on any given day) or the unrestricted portion of Access Area be fewer than twelve (12) feet in width after taking into account the installation of such fencing or barricades. At no time shall the Easement Area or any portion thereof be permanently relocated without the approval of the Commissioner of the City's Department of Transportation and City Council approval. Notwithstanding anything to the contrary contained in this Agreement, neither Owner nor Developer shall be required to maintain the easement or the Easement Area granted by this Agreement during the initial construction of the Harper Court Development prior to the issuance of the Certificate of Completion by the City; however, during such period, Developer shall be required to maintain barricades around any restricted portions of the Easement Area and shall at all times keep open an unobstructed 12-foot one-way access drive through the entire Access Area allowing ingress and egress to any of the business fronting 53rd Street from Harper Avenue.

8. Maintenance of Easements. The Easement Area, or any portion thereof, shall be maintained throughout the term hereof in good and safe condition and suitable for the purpose intended. Owner, and/or any of its successors and assigns, shall cause Developer (as tenant under the Ground Lease), and/or any of their respective successors and assigns, to hereby undertake and agree to maintain, at their own cost and expense, the Easement Area, or any portion thereof owned, leased, occupied, or maintained by Developer for any Owner in said condition. Owner, Developer, and/or any of their respective successors and assigns, shall reasonably remove from the Easement Area snow, ice, debris, and other things and substances not properly upon said areas. In addition, Owner, Developer, and/or any of their respective successors and assigns, shall, as to its portion of the Easement Area owned, leased, occupied, or maintained by any Developer for any Owner, repair and/or replace, as necessary, all Easement Areas, including but not limited to, paved areas and any lighting on the Easement Area to the same standards promulgated by the Chicago Department of Transportation or better as originally constructed and promptly pay the amount of all real estate taxes attributable to said areas, if any. Notwithstanding anything to the contrary contained in this Agreement, Developer shall not be responsible for any portion of the Easement Area after the initial construction thereof, that is not owned, leased, occupied, or maintained by Developer (as a tenant under the Ground Lease, or any other agreement relating to the Easement Area) on behalf of any Owner.

For purposes of this Section 8, upon the occurrence of any of the following events, and written notice of such event(s) is provided to the City, (in this Agreement, defined as a "**Lake Park Ownership Event**") (i) the Ground Lease is terminated, and as a consequence thereof, Lake Park Associates, Inc. ("Lake Park") has acquired ownership, possession and control of the Easement Area and the improvements located therein, or (ii) Lake Park assumes possession and/or control of the Easement Area and the improvements located therein under the Ground Lease, or any other agreement relating to the Easement Area , because of an Event of Default of Developer (as that term is defined in the Ground Lease, or any other agreement relating to the Easement Area), or (iii) Lake Park has otherwise acquired ownership, possession and/or control of the Easement Area and the improvements located therein, Lake Park shall perform the maintenance, repair and payment obligations set forth in this Section 8. At all other times, Lake Park may satisfy its obligations as Owner under this Section 8 by diligently enforcing the provisions of the Ground Lease, or any other agreement relating to the Easement Area, requiring Developer and/or any of its successors, sublessees, or assigns to perform the maintenance, repair and payment obligations set forth in this Section 8, and during such period of enforecement, shall not be in default under this Agreement.

9. Insurance.

(a) Insurance coverage required hereunder of Owner, Developer, and/or any of their respective successors and/or assigns, shall meet the same insurance requirements set forth in Section 12 of the Redevelopment Agreement, and such insurance requirements shall be made a part hereof, as if fully set forth herein; and shall survive any termination of the Redevelopment Agreement, Ground Lease, or any other agreement relating to the Easement Area. Any such other insurance requirements requested by an Owner shall be subject to approval by the City's Risk Management Department in its sole but reasonable discretion.

(b) In addition to the insurance coverage required in Section 9(a) above, Owner, Developer, and/or any of their respective successors and/or assigns, shall each obtain, or cause the tenants, subtenants, and occupants of the Property, or any portion thereof, to keep, in force throughout the term of this Agreement comprehensive general liability insurance coverage from and against all claims, costs, judgments and liabilities for injury, damage, or death arising out of the use or existence of easements hereby granted, or asserted against Owner, Developer and/or the City by reason of the existence of this Agreement, including but not limited to the performance or non-performance by Owner and/or Developer of their respective obligations hereunder.

(c) The City of Chicago Risk Management Department maintains the right, in its sole but reasonable discretion, to reasonably modify, delete, alter or change these requirements ("Revised Insurance Requirements") during the term of this Agreement, and including making any reasonable Revised Insurance Requirements after the termination, expiration, lapse, or cancellation of the Redevelopment Agreement.

(d) The City is to be named as an additional insured on all insurance policies with respect to the Easement Area on a primary, non-contributory basis as its interest may appear.

(e) Notwithstanding the foregoing, until the occurrence of a Lake Park Ownership Event, Lake Park may satisfy its obligations as Owner under this Section 9 by diligently enforcing the provisions of the Ground Lease, or any other agreement relating to the Easement Area, requiring Developer and/or any of its successors, sublessees, or assigns to obtain the insurance required by this Section 9. If Lake Park becomes obligated to provide the insurance coverages specified above, as long as Lake Park remains a wholly-owned affiliate of the University of

Chicago, an Illinois not for profit corporation, Lake Park may elect to undertake a program of self insurance with respect to the coverages specified above.

10. Condemnation.

Any condemnation award or proceeds from a taking of private property shall be the sole property of the fee owner of such property; provided, however, all awards or proceeds from a taking of private property applicable to the Ground Lease shall be the sole property of Developer. The City shall not be entitled to a share in any such awards or proceeds and hereby assigns to the fee owner, or Developer, as applicable, all right, title, and interest in and to such award and proceeds. If the Easement area, or any portion thereof, is taken by condemnation by any governmental or quasi-governmental authority other than the City, Owner and Developer agree to provide a reasonable alternative (replacement) Easement that shall provide pedestrian and vehicular access to and from the interior of Harper Court Development to the surrounding public streets and alleys.

11. Remedies for Default.

(a) In the event any Owner or Developer shall fail to perform a covenant which such Owner or 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 Owner or 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. Any notice given pursuant to this Section shall be simultaneously delivered to any lender of whose existence the City has been advised in writing. Such lenders are hereby given the right to cure any default by Owner within an additional thirty (30) day period following the time periods provided by this Agreement for the cure of such defaults.

(b) If the default is not capable of being cured within the thirty day period, then provided the Owner or Developer or any such lender(s), as applicable, has commenced to cure the default and is diligently proceeding to cure the default within the thirty day period, and thereafter diligently prosecutes such cure through to completion, then the thirty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

(c) In the event any Owner or Developer shall fail to maintain the Easement Area as set forth in Section 8 of this Agreement, and such failure substantially interferes with use of the Easement Area by the public, then, if Owner or Developer, as applicable, fails to complete such maintenance within the thirty day cure period after notice from the City (or such longer time as is reasonably necessary so long as Owner or Developer has commenced to cure such failure within thirty (30) days and is diligently proceeding with such cure), the City may make such repairs or undertake such maintenance in a reasonable manner, and the party responsible for such maintenance hereunder shall reimburse the City therefor within thirty (30) days after the completion of the maintenance by the City.

(d) Until the occurrence of a Lake Park Ownership Event, Lake Park may cure a default by it as Owner under this Agreement by diligently and continuously enforcing the provisions of the Ground Lease, or any other agreement relating to the Easement Area,

requiring Developer and/or any of its successors, sublessees, or assigns to perform the obligation which, because of the failure to be performed, has given rise to the default.

12. Indemnities. Owner, Developer, and/or any of their respective successors and/or assigns, and the City agree that the same indemnification requirements ("Indemnification Requirements") set forth in Section 13 of the Redevelopment Agreement shall be applicable to this Agreement, as if fully set forth herein and made a part hereof and shall survive any termination of the Redevelopment Agreement, Ground Lease, or any other agreement relating to the Easement Area; provided, however that with respect to Lake Park, unless the claim giving rise to the indemnification obligation is caused by a breach by Lake Park of its obligations under this Agreement, Lake Park may satisfy its obligations as Owner under this Section 12 by diligently enforcing the provisions of the Ground Lease, or any other agreement relating to the Easement Area, requiring Developer and/or any of its successors, sublessees, or assigns to provide the indemnification required by this Section.

13. Assignment; Running With the Land; Relation to Mortgage. This Agreement and all the provisions hereof shall run with the land so as to be binding upon and inure to the benefit of Owner, Developer, and the City, respectively, and to each of the Parties' successors in interest in and to the Property, or any portion thereof with respect only to such portion of their respective interests therein. Upon Owner's transfer of its fee interest in the Property or the Developer's transfer of its leasehold interest in the Property, or any respective portions thereof, Owner and Developer, as applicable, shall provide written notice of such transfers to the City. Owner and Developer shall each cause each successive fee and leasehold owner of any portion of the Property to automatically assume all the rights, covenants, obligations and undertakings of Owner and Developer applicable to the portion of the Property transferred accruing during the period of such transferor's fee or leasehold ownership, and such rights and liability shall continue with respect to the portion of the Property until the City has received written notice that the fee and/or leasehold ownership of such portion of the Property has been further conveyed. Once written notice of transfer has been given, the transferor shall be released of all future liability and shall have no further rights hereunder as of the date of the transfer with respect to the transferred portion of the Property but shall not be released from liability for acts or omissions that occurred prior to any such transfer. Owner shall also have the right, after written notice to the City, to assign to its beneficiaries, tenants, or other parties in actual possession or control of the Property, or any portion thereof, from time to time all its rights hereunder, provided that such assignee shall assume all the obligations of Owner accruing during the time such assignee shall be in possession or control of the Property. Upon any such assignment, the Owner, as the assignor, shall be released from all future liability and shall have no further rights hereunder as of the date of such assignment under this Agreement, but shall not be released for liability for acts or omissions that occurred prior to any such assignment. Without limitation of the generality of the foregoing, it is expressly agreed that this Agreement and the easements granted herein shall be prior and superior not only to the rights of the holder or holders of all subsequent mortgages or other security instrument in the nature of a mortgage upon the Property, but also, upon the consent of Citibank, N.A. ("**Citibank**") evidenced by its signature affixed to this Agreement, shall be prior and superior to the mortgage held by Citibank, dated as of the date hereof, it being further agreed that at such times and to such extent as the holder of such mortgage or any other mortgage or security instrument in the nature of a mortgage upon the Property, shall come into actual possession or ownership (other than as security for debt) of the Property, the said holder or such successor (as may be the case) shall succeed to all the rights and obligations of Owner and Developer hereunder.

14. Notices. All notices, demands and requests given or required to be given by, pursuant to, or relating to, this Agreement shall be in writing. All notices shall be deemed to have been properly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by FedEx or other comparable overnight courier service to the Parties at the addresses set forth below (or to such other reasons or at such other addresses as shall be given in writing by any Party to the others) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such FedEx or courier service.

If to Owner:	Lake Park Associates, Inc. 5801 Ellis Avenue Chicago, Illinois 60637 Attention: Vice President, Real Estate
With copies to:	Lake Park Associates, Inc. 5801 Ellis Avenue Chicago, Illinois 60637 Attention: General Counsel
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: Deputy Corporation Counsel Real Estate and Land Use Division
If to Developer:	CJUF III Harper Court LLC c/o Vermilion Development Two Prudential Plaza 180 North Stetson, Suite 3500 Chicago, Illinois 60601 Attention: Dave Cocagne
With copies to:	Pircher, Nichols & Meeks 1925 Century Park East, Suite 1700 Los Angeles, California 90067-2512 Attention: Real Estate Notices (MES/DJP)
and	Smart Hotels/Olympia Chicago, LLC 3201 Enterprise Pkwy, Suite 140 Beachwood Ohio 44122 Attention: Ed Small
If to Citibank:	390 Greenwich Street, 2nd Floor New York, New York 10013

Attention: Desk Head, Transaction Management Group
Loan/Transaction/File # 107041452
Facsimile: (212) 723 8642

With copies to: Paul Hastings LLP
191 N. Wacker Drive
30th Floor
Chicago, Illinois 60606
Attention: Bradley V. Ritter, Esq.

15. Miscellaneous.

(a) Amendments. Any and all agreements by the Parties hereto to amend, change, extend, revise or discharge this Agreement, in all or in part, shall be binding on the Parties, and upon any lender if joined in by such lender, so long as in writing and executed by the Party agreeing to be bound thereby. This Agreement shall not be released nor shall it be modified, changed, altered, amended or limited in any way which would materially impede the free flow of vehicular and pedestrian traffic within the Harper Court Development or diminish the rights of the City under this Agreement without the prior written consent of the City.

(b) No Dedication. This Agreement is not intended and shall not be construed as a dedication or conveyance of the Property or any portion thereof and the Parties hereto shall take whatever steps may be reasonable and necessary to avoid such dedication. Notwithstanding the foregoing to the contrary, Owner shall have the right, subject to any mortgage lender's required prior written consent and approval, to convey or dedicate the Easement Parcel or any portion thereof to a governmental authority with jurisdiction over the Property, and upon the acceptance of such dedication or conveyance, this Agreement shall terminate with respect to the portion of the Property so accepted by such dedication or conveyance.

(c) Waiver. No delay or omission by any of the Parties, or their successors or assigns, to exercise any right herein shall be deemed a waiver or consent to future breaches or defaults or an abandonment of the right(s) granted herein.

(d) Partial Invalidity. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall continue in full force and effect.

(e) Applicable Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Illinois. Venue shall be proper only in the Circuit Court of Cook County, Illinois and in all courts to which appeals may be taken therefrom.

(f) Counterparts. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, each of the undersigned ha affixed its hand and seal hereto on the above described date.

LAKE PARK ASSOCIATES, INC.,
an Illinois corporation

By:_____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Lake Park Associates, Inc., an Illinois corporation (the "Owner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the Owner, as his/her free and voluntary act and as the free and voluntary act of the Owner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2011.

_____
Notary Public

My Commission Expires_____

(SEAL)

CITY OF CHICAGO

By:_____
Name: Gabe Klein
Title: Commissioner,
Department of Transportation

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gabe Klein, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, 2011.

_____
Notary Public

My Commission Expires_____

JOINDER AND CONSENT OF GROUND LESSEE

CJUF III Harper Court LLC, a Delaware limited liability company ("Developer") lessee under that certain Ground Lease of the Property dated as of June 3, 2011 (as may be amended from time to time "Ground Lease"), hereby consents to the execution of and recording of the above and foregoing Agreement, and joins in this Agreement as declarant of easements for the benefit of the general public as herein provided, and Developer covenants and agrees that so long as the undersigned, and/or any of its successors, assigns, or any sublessee of the Developer is in actual occupancy, has any control over, or Developer owns any portion of the Harper Court Development, or any Encroachment, or exercises its option to purchase the Property pursuant to the terms of the Ground Lease, or any other agreement relating to the Easement Area, the undersigned and its agents shall comply with and be bound by those provisions of this Agreement related to obligations of Developer, and by the Developer acting on behalf of any Owner, and/or any of their respective successors and/or assigns, pursuant to the terms of the Ground Lease, or any other agreement relating to the Easement Area.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its duly authorized officers on its behalf on this ____ day of _____, 2011.

CJUF III HARPER COURT LLC,
a Delaware limited liability company

By: Harper Court Partners, LLC,
an Illinois limited liability company,
Administrative Member

By:_____
Name: _____
Title:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in the for said County and State, do hereby certify that _____, the manager of the administrative member of CJUF III Harper Court LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of CJUF III Harper Court LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 2011.

_____
Notary Public

CONSENT OF MORTGAGEE

Citibank, N.A., a national banking association, mortgagee under that certain Leasehold Construction Mortgage, with Assignment of Rents, Security Agreement and Fixture Filing (the "**Mortgage**") on the Property dated as of _____, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on _____ as Document No. _____ hereby consents to the execution of and recording of the above and foregoing Agreement, and hereby subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Citibank, N.A. has caused this instrument to be signed by its duly authorized officers on its behalf on this _ day of _____, 2011.

Citibank, N.A.

By:_____
Name:_____
Its:_____

ATTEST:

_____
Name:_____
Its:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in the for said County and State, do hereby certify that _____ and _____, the _____ and __ _____, respectively, of Citibank, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of Citibank, N.A., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 2011.

_____
Notary Public

EXHIBIT A

Legal Description of the Property:

PARCEL 1:
THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 16, 17 AND 18 (EXCEPT THE WEST 14.00 FEET OF THE NORTH 90.00 FEET AND THE NORTH 88.13 FEET OF SAID LOTS), TOGETHER WITH THE WEST 29.86 FEET OF LOTS 1 AND 2 (EXCEPT THE NORTH 88.13 FEET THEREOF) AND THE WEST 29.86 FEET OF LOT 3 (EXCEPT THE SOUTH 20.00 FEET THEREOF) AND THE SOUTH 20.00 FEET OF SAID LOT 3 ALL IN BLOCK 20 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2:
THAT PART OF S. HARPER AVENUE LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 21 HYDE PARK SUBDIVISION TO A POINT ON THE WEST LINE OF LOT 16 AT ITS POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 16 IN BLOCK 2 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, INCLUSIVE, IN BLOCK 20 HYDE PARK SUBDIVISION AND LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 2 IN SAID BLOCK 21, SAID POINT BEING 90 FEET SOUTH OF THE NORTH LINE OF LOT 1 IN SAID BLOCK 21 AS MEASURED ALONG THE EAST LINE OF SAID LOTS 1 AND 2, TO A POINT ON THE WEST LINE OF LOT 17 IN SAID BLOCK 20, SAID POINT BEING 90 FEET SOUTH OF THE NORTH LINE OF LOT 18 IN SAID BLOCK 20, AS MEASURED ALONG THE WEST LINE OF SAID LOTS 17 AND 18 IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 3:
THE EAST 26.92 FEET OF THE WEST 29.86 FEET OF THE NORTH 88.13 FEET OF LOTS 1 AND 2 IN BLOCK 20 WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.0 FEET CHICAGO CITY DATUM IN BLOCK 20 IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 4:
LOTS 1 TO 15 BOTH INCLUSIVE IN BLOCK 1 AND LOT 11 (EXCEPT THE WEST 14 FEET THEREOF AND EXCEPT THE SOUTH 4.94 FEET OF SAID LOT 11), LOTS 12, 13, 14 AND 15 (EXCEPT THE WEST 14 FEET OF SAID LOTS 12, 13, 14 AND 15), LOT 16 (EXCEPT THE WEST 14 FEET OF THE SOUTH 1/2 OF SAID LOT 16) AND LOTS 17 TO 27 BOTH INCLUSIVE IN BLOCK 2 ALL IN WAITE'S SUBDIVISION OF LOTS 4 TO 15 BOTH INCLUSIVE IN BLOCK 20 IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 5:
THAT PART OF LOT 1 IN BLOCK 19, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 3 IN BLOCK 20 EXTENDED EAST, LOT 2 AND THE NORTH 1/2 OF LOT 3 IN BLOCK 19, ALSO THE 66 FOOT RIGHT OF WAY OF SOUTH LAKE PARK AVENUE VACATED BY DOCUMENT 19999493, LYING WEST OF AND ADJOINING SAID PART OF LOT 1 AND WEST OF AND ADJOINING SAID LOTS 2 AND 3 (EXCEPTING THEREFROM THAT PART OF SAID LOTS 1, 2 AND 3 LYING EASTERLY OF A LINE 80 FEET WESTERLY

OF AND CONCENTRIC TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD), IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 6:
LOTS 1, 2 AND 3 AND THE EAST WEST 15 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 1 AND NORTH OF AND ADJOINING SAID LOTS 2 AND 3 AND THE 66 FOOT RIGHT OF WAY OF SOUTH LAKE PARK AVENUE VACATED BY DOCUMENT 19999493, LYING WEST OF AND ADJOINING SAID LOTS 1, 2 AND 3 AND SAID VACATED ALLEY (EXCEPTING THEREFROM THAT PART OF SAID LOTS 1 AND 3 LYING EASTERLY OF A LINE 80 FEET WESTERLY OF AND CONCENTRIC TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD), IN CHURCH SUBDIVISION OF LOT 4 AND THE SOUTH 1/2 OF LOT 3, IN BLOCK 19 IN HYDE PARK SUBDIVISION AFORESAID, AND

THOSE PARTS OF AND PARCELS OF LAND DESCRIBED AS FOLLOWS:

PARCEL 7:
THE WEST 14 FEET OF THE SOUTH 1.87 FEET OF THE NORTH 90 FEET OF LOTS 16, 17 AND 18 IN BLOCK 20 IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 8:
THAT PART OF THE WEST 14 FEET OF LOTS 10, 11, 12, 13, 14, 15 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 2 TAKEN AS A TRACT IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK SUBDIVISION AFORESAID, LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE, AND

PARCEL 9:
THAT PART OF LOT 10 (EXCEPT THE WEST 14 FEET THEREOF) LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE AND THE SOUTH 4.94 FEET OF LOT 11 (EXCEPT THE WEST 14 FEET THEREOF) IN BLOCK 2 WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 10:
THAT PART OF 21 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING LOT 10 (EXCEPT THAT PART OF SAID LOT 10 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF E. HARPER PLACE) AND WHICH LIES EAST OF AND ADJOINING LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, INCLUSIVE IN BLOCK 20 OF HYDE PARK SUBDIVISION AFORESAID, AND

PARCEL 11:
THAT PART OF THE 14 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 15 IN BLOCK 1 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 20 IN HYDE PARK AFORESAID, ALL IN COOK COUNTY ILLINOIS.

EXHIBIT B

PLAT OF VACATION

(See attached)

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT D

PLAT OF EASEMENT

(See Attached)

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF VACATION
OF PUBLIC STREETS AND ALLEYS
OF

PARCEL 1
THE WEST 14.0 FEET OF THE NORTH 90.0 FEET OF LOTS 17 AND 18 TAKEN AS A TRACT IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,260 SQ FT

PARCEL 2
THAT PART OF THE WEST 14 FEET OF LOTS 10, 11, 12, 13, 14, 15 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 3 TAKEN AS A TRACT IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 30 IN HYDE PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE, IN COOK COUNTY, ILLINOIS.

AREA = 1,873 SQ FT

PARCEL 3
THAT PART OF LOT 10 (EXCEPT THE WEST 14 FEET THEREOF) LYING NORTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF EAST 52ND PLACE AND THE SOUTH 4.04 FEET OF LOT 11 (EXCEPT THE WEST 14 FEET THEREOF) IN BLOCK 3 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,248 SQ FT

PARCEL 4
THAT PART OF 21 FOOT WIDE ALLEY LYING EAST OF AND ADJOINING LOT 10 (EXCEPT THAT PART OF SAID LOT 10 WHICH LIES SOUTH OF A LINE 22.74 FEET NORTH OF THE SOUTH LINE OF E. 52ND PLACE) AND WHICH LIES EAST OF AND ADJOINING LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 3 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15 INCLUSIVE IN BLOCK 30 OF HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

AREA= 3,882 SQ FT

PARCEL 5
THE WEST 19 FEET OF THE EAST 39 FEET OF LOTS 16, 17 AND 18 AND THE EAST 39 FEET OF THE SOUTH 30 FEET OF LOT 19 IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

AREA= 1,406 SQ FT

PARCEL 6
THE SOUTH 30 FEET OF LOT 3 (EXCEPT THE EAST 60 FEET THEREOF) IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 1,2[illegible] SQ FT

PARCEL 7
THAT PART OF THE 14 FOOT NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 1 TO 16 IN BLOCK 1 IN WAITE'S SUBDIVISION OF LOTS 4 TO 15, BOTH INCLUSIVE, IN BLOCK 30 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11 AND THE NORTH PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 12 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA= 4,[illegible] SQ FT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN FORTH.

PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVEMBER 30, 2012

DAVID A. KRATCH
035-002777
PARK RIDGE
ILLINOIS
STATE OF ILLINOIS

11-04-11-3230	CERTIFIED SURVEY, INC. 1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906	ORDER No. 110390 (Y) DATE: AUGUST 19, 2011 ORDERED BY SHEFSKY & FROELICH LTD.

CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER
CITY HALL–SECOND FLOOR
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE 312-744-6811
FAX: 312-744-8155

ANTHONY A. BEALE

ALDERMAN, 9TH WARD
34 EAST 112TH PLACE
CHICAGO, ILLINOIS 60628
TELEPHONE (773) 785-1100
FAX: (773) 785-2790
E-MAIL: WARD09@CITYOFCHICAGO.ORG

COMMITTEE MEMBERSHIPS

TRANSPORTATION & PUBLIC WAY (CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

ENERGY, ENVIRONMENTAL PROTECTION & PUBLIC UTILITIES

EDUCATION AND CHILD DEVELOPMENT

FINANCE

POLICE AND FIRE

RULES AND ETHICS

October 31, 2011

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass A substitute ordinance, for the proposed vacation of portions of various streets and alleys, the dedication of a portion of South Harper Avenue and other property, and the grant of a perpetual easement to the City of Chicago for the use and benefit of the general public, all as part of the redevelopment of certain property located at the northwest corner of 53rd Street and Lake Park Avenue generally bounded by 52nd Street on the north, Lake Park Avenue on the east, 53rd Street on the south, and Harper Avenue on the west. This ordinance was referred to the Committee on October 5, 2011.

This recommendation was concurred unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

(Ward 4)

Respectfully submitted,

Anthony Beale,
Chairman