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RECORDING COVER SHEET

MAIL TO:

Francine D. Lynch
NEAL & LEROY, L.L.C.
203 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601

PREPARER:

Francine D. Lynch
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203 N LaSalle Street, Suite 2300
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Doc#: 0530427243 Fee: \$68.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/31/2005 04:43 PM Pg: 1 of 23

FOR RECORDER'S OFFICE USE ONLY

DESCRIPTION OF ATTACHED INSTRUMENT:

AGREED FINAL JUDGMENT ORDER

CASE NAME: Chicago Transit Authority, a municipal corporation, vs. Diversey and Sheffield Plaza LLC; et al.

CASE NO.: 04 L 50613

JURISDICTION: IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

PIN NO.: 14-29-404-005
14-25-404-006

ADDRESS: 947-959 West Diversey Avenue, Chicago, Illinois

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - LAW DIVISION

CHICAGO TRANSIT AUTHORITY,
a municipal corporation,

PLAINTIFF,

vs.

**DIVERSEY AND SHEFFIELD PLAZA, LLC; LASALLE
NATIONAL BANK; WELLS FARGO BANK MINNESOTA
f/k/a NORWEST BANK MINNESOTA; M&J/RETAIL
LOAN PROCEEDS; THOMAS J. GIBBONS; GE CAPITAL
LOAN SERVICE, INC.; CRIX REAL ESTATE CAPITAL
MARKETS, LLC; COLUMN FINANCIAL, INC.; HIGH
SCORE INC d/b/a MICROPLAY VIDEO GAMES; THE
MONEY STORE INVESTMENT CORPORATION;
EINSTEIN BROS., A DIVISION OF NEW WORLD
RESTAURANT GROUP, INC.; COCONUTS MUSIC AND
MOVIES; MARIA PAPPAS, TREASURER AND COUNTY
COLLECTOR OF COOK COUNTY; DAVID ORR,
COUNTY CLERK OF COOK COUNTY, AND UNKNOWN
OWNERS,**

DEFENDANTS.

)
)
) **CASE NO. 04 L 50613**

) **Parcel : 69**
) **14-29-404-005**
) **14-29-404-006**

) **PARTIAL TAKING**

) **CALENDAR 3**

) **BROWN LINE CAPACITY**
) **EXPANSION PROJECT**

AGREED JUDGMENT

THIS MATTER COMING ON TO BE HEARD upon the Complaint for Condemnation of Plaintiff, **CHICAGO TRANSIT AUTHORITY**, a municipal corporation, for the ascertainment of just compensation to be paid by Plaintiff, for the uses and purposes on its Complaint mentioned and set forth, for the property described therein, said Complaint for Condemnation having been filed on June 14, 2004, and the Plaintiff, appearing by its attorneys, Neal & Leroy, L.L.C., Special Counsel; and Defendants, Diversey and Sheffield Plaza, LLC (hereinafter known as "Owner"), having appeared by their attorney, Howard Kilberg; and Defendant, Wells Fargo Bank Minnesota, National Association, f/k/a Northwest Bank Minnesota, national Association, as Trustee for the Registered Holders of DLJ Commercial Mortgage Corp. Commercial Mortgage Pass-Through Certificates, Series 1999-CG2 (the "Mortgage Lender"), appearing by

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its attorneys, Heinrich & Kramer P.C.; and Defendant, Einstein Bros., a Division of New World Restaurant Group, Inc., appearing by its attorney, Christian J. Gabroy; and Defendant, Coconuts Music and Movies, appearing by their attorneys, Krasnow Sandberg & Cohen; and Defendants, Maria Pappas, Treasurer and County Collector of Cook County and David Orr, County Clerk of Cook County, appearing by their attorney, Elizabeth Howlett, Assistant State Attorney, and each of the aforesaid Defendants having submitted to the jurisdiction of the Court; that the interests of Defendants, LaSalle National Bank, M&J/Retail Loan Proceeds; Thomas J. Gibbons; GE Capital Loan Service, Inc., Orix Real Estate Capital Markets, LLC, Column Financial, Inc., and the Mortgage Lender all arise by reason of their relationship to the mortgage loan and said interests will be obviated through payment to the aforesaid Mortgage Lender as expressly provided herein.

And the Court having jurisdiction of the Plaintiff and all the parties to this suit who are interested in the real property legally described herein and the subject matter hereof and all parties interested being before the Court, and this cause having been heretofore duly set for trial for the ascertainment of the just compensation to be paid for the taking of the real property described on Exhibit 1 (the "Part Taken") and damages to the remainder property, also described on Exhibit 1 (the "Remainder").

And the Court further finding that the Plaintiff and the Owner have agreed to the amount of just compensation and all of the terms and conditions of the acquisition and have agreed and stipulated as follows:

STIPULATION

1. The Nature of Just Compensation. The total just compensation for the taking of this subject property is Six Hundred Thirty Thousand and no/100 (\$630,000) Dollars, consisting of Three Hundred Ninety Five and no/100 (\$395,000) Dollars (the "Basic Award") for the Part Taken, damage to the Remainder, and Two Hundred Thirty Five and no/100 (\$235,000) Dollars reflecting the cost for the demolition of the building on the Part Taken (the "Improvement"), and its reconstruction (the "Cost To Cure Award").

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2. The Basic Award. The Basic Award will be deposited with the County Treasurer of Cook County on behalf of the owners or parties interested in the subject property within fourteen (14) days of the entry of this Agreed Judgment, without statutory interest. Upon deposit of the award, fee title and possession of the Part Taken shall vest in Plaintiff, provided that the Owner shall also be entitled to possession of the Part Taken in order to facilitate the demolition of the Improvement as contemplated in Section 3 of this Stipulation.

The Owner shall file a motion seeking an order directing the County Treasurer of Cook County to transfer the Basic Award by Wire transfer to an escrow (the "Escrow") at Chicago Title Insurance Company (the "Escrow Agent") for disbursement as provided by the Escrow Instructions which shall be executed by Plaintiff and Owner. The Escrow Agreement is incorporated herein as Exhibit 2. It is agreed and understood that the Lender has an interest in the Award and the Escrow Instructions provide for satisfaction of their interest.

3. The Cost to Cure Award. The Owner has accepted the obligation to perform the demolition of the Improvement on the Part Taken including clean up and environmental work ("Full Completion"), and, at its sole and exclusive option, reconstruction, if desired by the Owner, on the Remainder.

- a. The Escrow aforesaid will also accommodate the payment of the Cost to Cure Award pursuant to the Escrow Agreement attached as Exhibit 2. The CTA will deposit the Cost to Cure Award in the escrow within fourteen (14) days of the entry of this Agreed Judgment. The demolition of the Improvement must be completed by October 30, 2005, and all clean up and environmental work must be completed by November 21, 2005.
- b. As stated in the Escrow Agreement, the Cost to Cure Award may be disbursed to the order of the Owner upon written Notice of Full Completion by the CTA to the escrowee that demolition of the Improvement and clean up have been completed on or before November 21, 2005, and such Notice shall not be unreasonably withheld. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Cost to Cure Award to the extent necessary to pay off the Mortgage Lender. The Owner must provide written notice to the CTA on or before November 21, 2005 whether it wants the Improvement on the Part Not Taken restored or demolished.

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- c. In the event the Owner has failed to demolish the Improvement on the Part Taken by October 30, 2005, and the escrowee has received a Notice from the CTA so stating, the escrowee will distribute the Cost to Cure Award to the CTA, free and clear of any claims by Defendants, and the CTA will assume the obligation to demolish the Improvement and perform the clean up on the Part Taken, and to restore the building on the Remainder, if said restoration is requested by the Owner.
- d. In the event the Owner has completed the demolition of the Improvement by October 30, 2005, but has not completed the clean up by November 21, 2005, upon failure to receive a Notice of Full Completion by November 21, 2005, the escrowee will distribute the Cost to Cure Award to the CTA, and the CTA will assume the obligation to perform the clean up. The CTA will retain that portion of the Cost to Cure Award which it deems necessary to complete the clean up and distribute the balance to the Owner or Mortgage Lender. The amount retained by the CTA shall be determined by the CTA, in its sole discretion, provided, however, that the Court shall have jurisdiction to substitute its judgment if the amount so determined by the CTA is grossly excessive.
- e. In the event the CTA is required to perform the demolition, clean up, and/or the reconstruction, the CTA will have the right to utilize the subject property to perform said work pursuant to plans for demolition and reconstruction prepared by Teng Engineering, dated February 11, 2005 and designated as page G DI-300 through G DI-308 (the "Demolition Plans"), which Demolition Plans are incorporated by reference herein. Notwithstanding the foregoing, if the Owner has demolished the Part Taken on or before October 30, 2005 but has not demolished the Improvement Not Taken, the Owner must exercise its option on or before November 21, 2005 to have the remainder of the property either demolished or reconstructed as provided herein. In the event the Owner shall fail to exercise the Option, it is agreed the Improvement Not Taken will not be reconstructed and will be demolished by the Owner and the Owner shall be entitled to the funds in the Escrow.
- f. The Owner and the Mortgage Lender have agreed, as between themselves, that the portion of the Basic Award due them, as determined by Order of Court, shall be deposited in the escrow. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Basic Award, which will be used to pay down, or, if combined with the Cost to Cure Award, payoff the interest of the Mortgage Lender.

4. Environmental Obligations. A CDM Phase II Environmental Site Assessment dated September 29, 2003 was completed on behalf of the CTA with respect to the subject property and the adjoining CTA right-of-way. Based on the aforesaid Site Assessment, the parties agree as follows:

1. Boring SB-01, SB-02, SB-04, and SB-05 are located within the property of the Owner which is currently an asphalt covered parking lot.
2. Boring SB-03 and SB-06 are located within the property of the Owner which is currently an asphalt covered loading zone.

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3. There were no borings inside the one story property.
 4. Upon the condition that the Owner does not remove the asphalt on the asphalt covered parking lot where borings SB-01, SB-02, SB-03, SB-04, SB-05 and SB-06, there is no remediation required for this parcel.
 5. To the extent that any asphalt is removed during the demolition and reconstruction of the Part Taken or the Remainder owned by the Owner, the Owner shall replace any soil removed within the SB-01 and SB-02 area with 3' of clean top soil and/or place asphalt on top thereof.
 6. In the event the CTA shall reopen any remediated areas after the demolition of the existing building is completed on the Part Taken, the CTA shall be responsible for placement of an engineered barrier on the site.
5. Easement for Loading Zone. The CTA and the Owner agree that the Owner, its successors and/or assigns, shall retain an easement for purposes of a loading zone, the location of which is shown and described on Exhibit 3. The easement shall be secondary to the rights of the CTA. Notwithstanding anything to the contrary, the parties shall execute and record an executed easement within 180 days after the entry of this Judgment and upon approval of the CTA Board, which shall not unreasonable be withheld. This Court shall retain jurisdiction for the purpose of enforcing this provision of the Judgment.
6. Tax Divisions and Tax Exemptions. CTA, at its own cost, will secure a tax division of real estate taxes and an exemption for the Part Taken in a timely fashion after the entry of the Judgment and payment of the Award.

IT IS HEREBY ORDERED AND ADJUDGED, by agreement of the parties, that Plaintiff shall deposit the Basic Award in the amount of **THREE HUNDRED NINETY FIVE AND NO/100 (\$395,000) DOLLARS**, statutory interest being waived, with the County Treasurer of Cook County within fourteen (14) days of the entry of this Agreed Judgment, on behalf of the owners and parties interested in the subject property, and that upon deposit of said Basic Award with the Cook County Treasurer as aforesaid, the Plaintiff herein shall be vested with the fee simple absolute title and possession in the Part Taken; and

IT IS FURTHER ORDERED AND ADJUDGED, by agreement of the parties, that the Plaintiff will

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deposit the Cost to Cure Award in the amount of **TWO HUNDRED THIRTY FIVE AND NO/100 (\$235,000) DOLLARS**, with the Escrow Agent within fourteen (14) days of the entry of the Agreed Judgment, and the parties will proceed to effectuate the Stipulation contained herein; and

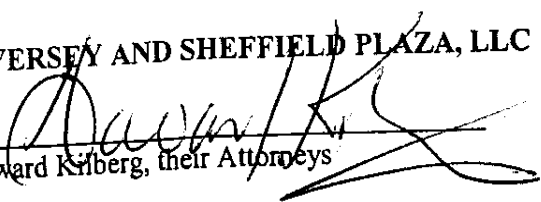
IT IS FURTHER ORDERED AND ADJUDGED, by agreement of the parties, that upon vesting of title and possession in the Part Taken in the Plaintiff by deposit of the Basic Award, that the Owner will be permitted to retain possession of the Part Taken in order to demolish the Improvement and effect clean up until November 21, 2005, pursuant to the terms of the Stipulation, and that in the event the CTA is required to perform said work after October 30, 2005, the CTA, its contractors, agents, and assigns will be allowed possession of the subject property as is necessary to perform the demolition, clean up, and reconstruction as contemplated by the Stipulation and Demolition Plans.

IT IS FURTHER ORDERED AND ADJUDGED, that for the purposes of real estate tax exemption, title shall relate back to the date of the filing of the Complaint for Condemnation, being June 14, 2004.

IT IS FURTHER ORDERED AND ADJUDGED that the Court shall retain jurisdiction of the matter for the purpose of assuring the proper compliance and execution by the parties of the Stipulation and this Agreed Judgment.

AGREED:

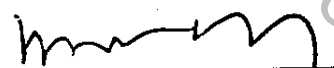
DIVERSEY AND SHEFFIELD PLAZA, LLC


Howard Kifberg, their Attorneys

Darka Papushkewych
General Counsel
Chicago Transit Authority

Michael Leroy
NEAL & LEROY, L.L.C.
Attorney For: Plaintiff
203 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601-1213
(312) 641-7144
FIRM NO. 41560

CHICAGO TRANSIT AUTHORITY


Neal & Leroy, LLC, Plaintiff's Attorney

JUDGE SHELDON GARDNER

ENTERED:

OCT 06 2005

DATE

COUNT-1506

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EXHIBIT 1

PROJECT: BROWN LINE CAPACITY EXPANSION PROJECT

PROPERTY ADDRESS: 947-959 WEST DIVERSEY AVENUE

P.I.N.s: 14-29-404-006

PARCEL: 69

LEGAL DESCRIPTION:

PART TAKEN

LOT 24 (EXCEPT THAT PART THEREOF CONVEYED TO CLARENCE BUCKINGHAM BY DEED DATED SEPTEMBER 17, 1895 AND RECORDED OCTOBER 7, 1895 AS DOCUMENT 2288080 IN BOOK 5532, PAGE 148) IN BLOCK 1 IN BERGMAN AND OTHER'S SUBDIVISION OF THE WEST 3/4 OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REMAINDER

LOTS 19 THROUGH 23 IN BLOCK 1 IN BERGMAN AND OTHER'S SUBDIVISION OF THE WEST 3/4 OF BLOCK 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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EXHIBIT 2

CHICAGO TITLE AND TRUST COMPANY
171 NORTH CLARK STREET, CHICAGO, IL 60601

REFER TO: DONNA ADELMANN
PHONE: 312-223-2731
FAX: 312-223-5888

ESCROW TRUST NO. 25081563
STRICT JOINT ORDER ESCROW TRUST INSTRUCTIONS

DATE: October __, 2005

CUSTOMER IDENTIFICATION:

- I. Parcel 69; 945-947 West Diversey, Chicago, Illinois
PIN 14-29-404-005, -006.
Title Commitment # 8214499
- II. Parcel 70; 937-939 West Diversey, Chicago, Illinois
PIN 14-29-404-007, -008
Title Commitment # 8214500

PROJECT REFERENCE:

CTA Brown Line Project

PROPOSED FINAL DISBURSEMENT DATE:

November 21, 2005

DEPOSITS:

(To be made no later than October 30, 2005)

I. RE: PARCEL 69; 945-947 W Diversey

A. \$630,000.00 TOTAL JUST COMPENSATION:

- 1) \$395,000.00 for "BASIC AWARD" by Wire Transfer from Treasurer of Cook County
- 2) \$235,000.00 for "COST TO CURE" by Uncertified Check from CTA
- B. Court Order, Case 04 L 50612
- C. Payoff Letter and Release from Lender as described below

II. RE: PARCEL 70; 937-939 W Diversey

A. \$710,000.00 TOTAL JUST COMPENSATION:

- 1) \$495,000.00 for "BASIC AWARD" by Wire Transfer from Treasurer of Cook County
- 2) \$215,000.00 for "COST TO CURE" by Uncertified Check from CTA
- B. Court Order, Case 04 L 50612
- C. Payoff Letter and Release from Lender as described below

Escrow # 25081563

① after note of full complete m> *[Signature]*

② after receipt of payoff m> *[Signature]*

UNOFFICIAL COPY**DISBURSEMENTS:****I. PARCEL 69**

A. As to \$395,000.00 deposited "BASIC AWARD" pursuant to the Agreed Judgment entered on October 6, 2005 in the matter known as Chicago Transit Authority v. Diversey Sheffield Plaza LLC, et al 04 L 50612 (Parcel 69), Howard Kilberg, Attorney for the Owner, Diversey Sheffield Plaza, LLC, (hereinafter "Owner") may direct the disbursement of the Basic Award at any time after the deposit of the award into the escrow by the Treasurer of Cook County.

The owner acknowledges and states that Wells Fargo Bank NA Successor by Merger to Wells Fargo Bank Minnesota National Association f/k/a Northwest Bank Minnesota National Association as Trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2 (hereinafter "Mortgage Lender"); has a first lien on the Basic Award in the amount of \$395,000.00 and irrevocably designates said Mortgage Lender as the recipient of said Basic Award.

The Mortgage Lender as trustee for the Registered Holders of DLJ Commercial Mortgage Corp, the Mortgage Lender will deposit into the escrow **in exchange for said funds** a Payoff Letter and Release of its mortgage (in a recordable form) pursuant to the Agreed Judgment order entered on October 6, 2005 (a copy of which has been deposited into said escrow)

The inclusion of this provision in the escrow and the release of the Basic Award to the Mortgage Lender, will not cause the CTA to be liable for the payoff of said first lien or become a party to any disputes which may arise between the Mortgage Lender and the Mortgagor/Owner Diversey Sheffield Plaza LLC.

B. As to \$235,000.00 "COST TO CURE AWARD"

1. The demolition of the Improvement is to be completed by October 30, 2005, and all clean up and environmental work is to be completed by November 21, 2005

The Cost to Cure Award may be disbursed to the order of the Owner upon written Notice of Full Completion by the CTA to the escrowee that demolition of the Improvement and clean up have been completed on or before November 21, 2005. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Cost to Cure Award to the extent necessary to pay off the Mortgage Lender.

2. In the event the Owner has failed to demolish the Improvement by October 30, 2005, and the escrowee has received a Notice from the CTA so stating, the escrowee will distribute the Cost to Cure Award to the CTA, free and clear of any claims by the Owner or Mortgage Lender.

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3. In the event the Owner has completed the demolition of the Improvement by October 30, 2005, but has not completed the clean up by November 21, 2005, and the escrowee has received a Notice from the CTA so stating, the escrowee will disburse the Cost to Cure Award to the CTA.
4. The Owner and the Mortgage Lender have agreed, as between themselves, that the Basic Award due them, as determined by Order of Court shall be deposited in the escrow. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Basic Award, which will be used to pay down, or, if combined with the Costs to Cure Award, payoff interest of the Mortgage Lender.

II. PARCEL 70

- A. As to ~~\$495,000.00~~ deposited "BASIC AWARD" pursuant to the Agreed Judgment entered on October 6, 2005 in the matter known as Chicago Transit Authority v. Diversey Sheffield Plaza LLC, et al 04 L 50612 (Parcel 70), Howard Kilberg, Attorney for the Owner, Diversey Sheffield Plaza, LLC, (hereinafter "Owner") may direct the disbursement of the Basic Award at any time after the deposit of the award into the escrow by the Treasurer of Cook County.

The Owner acknowledges and states that Wells Fargo Bank NA Successor by Merger to Wells Fargo Bank Minnesota National Association f/k/a Northwest Bank Minnesota National Association as Trustee for the Registered Holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-C G2 (hereinafter "Mortgage Lender"), has a first lien on the Basic Award in the amount of \$495,000.00 and irrevocably designates said Mortgage Lender as the recipient of said Basic Award.

The Mortgage Lender as trustee for the Registered Holders of DLJ Commercial Mortgage Corp, the Mortgage Lender will deposit into the escrow in exchange for said funds a Release of its mortgage (in a recordable form) pursuant to the Agreed Judgment order entered on October 6, 2005 (a copy of which has been deposited into said escrow)

The inclusion of this provision in the escrow and the release of the Basic Award to the Mortgage Lender, will not cause the CTA to be liable for the payoff of said first lien or become a party to any disputes which may arise between the Mortgage Lender and the Mortgage/Owner Diversey Sheffield Plaza LLC.

B. As to \$215,000.00 "COST TO CURE AWARD"

1. The demolition of the Improvement is to be completed by October 30, 2005, and all clean up and environmental work is to be completed by November 21, 2005

The Cost to Cure Award may be disbursed to the order of the Owner upon written Notice of Full Completion by the CTA to the escrowee that demolition of the

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Improvement and clean up have been completed on or before November 21, 2005. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Cost to Cure Award to the extent necessary to pay off the Mortgage Lender.

2. In the event the Owner has failed to demolish the Improvement by October 30, 2005, and the escrowee has received a Notice from the CTA so stating, the escrowee will distribute the Cost to Cure Award to the CTA, free and clear of any claims by the Owner or Mortgage Lender.
3. In the event the Owner has completed the demolition of the Improvement by October 30, 2005, but has not completed the clean up by November 21, 2005, and the escrowee has received a Notice from the CTA so stating, the escrowee will disburse the Cost to Cure Award to the CTA.
4. The Owner and the Mortgage Lender have agreed, as between themselves, that the Basic Award due them, as determined by Order of Court shall be deposited in the escrow. The Owner has irrevocably designated the Mortgage Lender as the recipient of the Basic Award, which will be used to pay down, or, if combined with the Costs to Cure Award, payoff interest of the Mortgage Lender.

Billing Instructions:

Escrow trust fee will be billed to and paid by CHICAGO TRANSIT AUTHORITY, within 45 days of acceptance of escrow.

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee annually equivalent to the fee set forth on the Company's then current rate schedule.

This fee will be billed to CHICAGO TRANSIT AUTHORITY.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto: provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

UNOFFICIAL COPY**Direction Not To Invest/Right To Commingle:**

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee **NOT** to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of any authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Disputes/Circumstances Not Contemplated:

If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrow Trustee is unsure as to its duties as a result, Escrow Trustee may continue to hold said funds until in receipt of either a joint order from the parties or a court order directing payment. In such instance, Escrow Trustee may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Trustee for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement to the parties.

Litigation:

All lawsuits in connection with this Escrow Agreement shall be filed in a State or Federal court located in Cook County, Illinois

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly, or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceeding regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

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Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For OWNER:
DIVERSEY AND SHEFFIELD PLAZA LLC

For CHICAGO TRANSIT AUTHORITY:

Name: HOWARD KILBERG

Name: NEAL & LEROY LLC

By: Howard Kilberg
One N. LaSalle Street
Chicago, Illinois 60602

By: Michael D. Leroy
203 N. LaSalle Street, Suite 2300
Chicago, Illinois 60606

Phone: 312-236-7723
Fax: 312-236-7722

Phone: 312-641-7144
Fax: 312-641-5137

Signature: _____

Signature: _____

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: _____
Donna R. Adelmann

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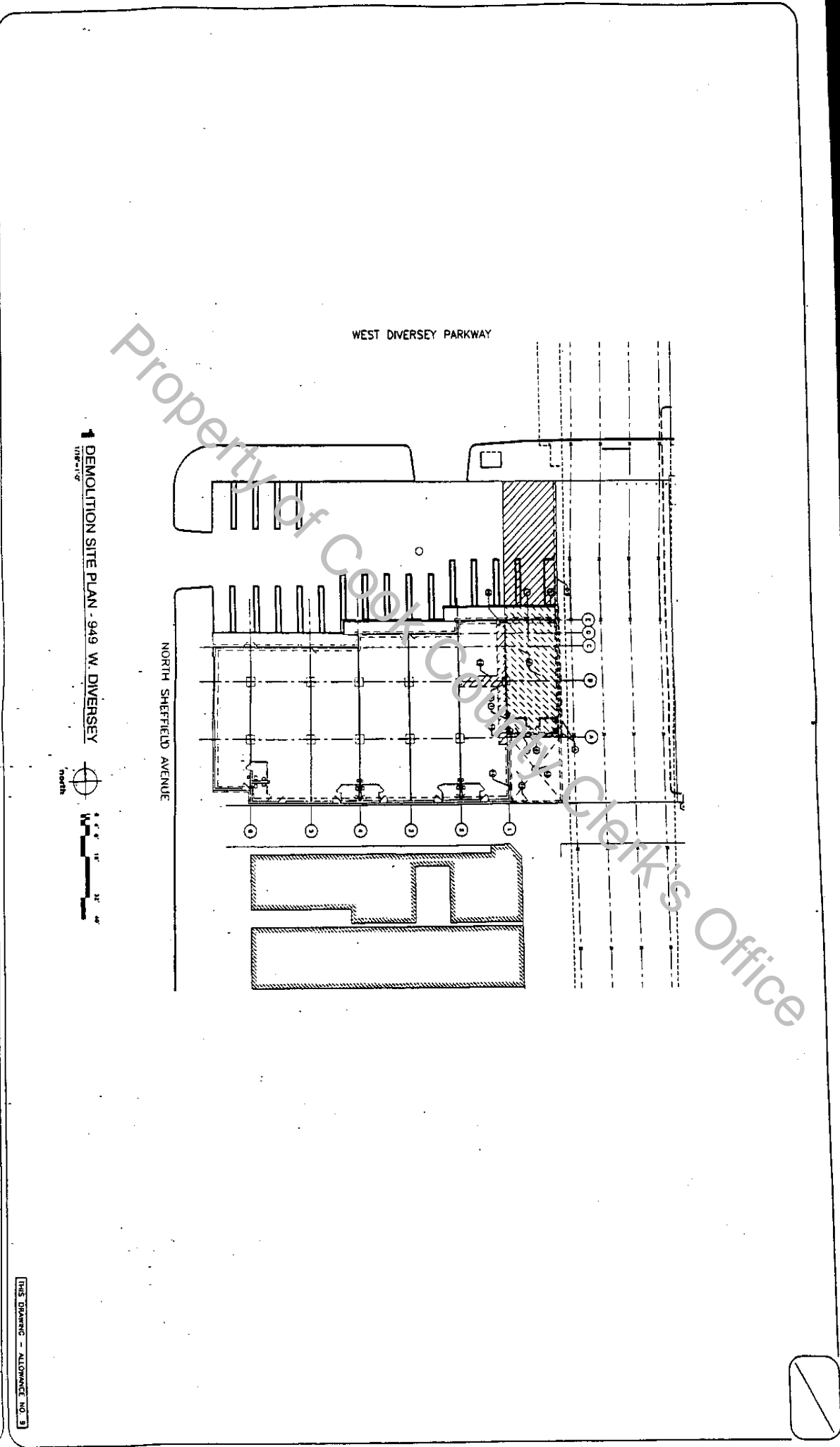
REVISIONS	
NO.	DATE
1	04/11/09

TENC
 TENC ENGINEERING, INC.
 355 N. WILSON AVENUE
 CHICAGO, ILLINOIS 60641
 TELEPHONE: 773-328-8800
 FAX: 773-328-8801



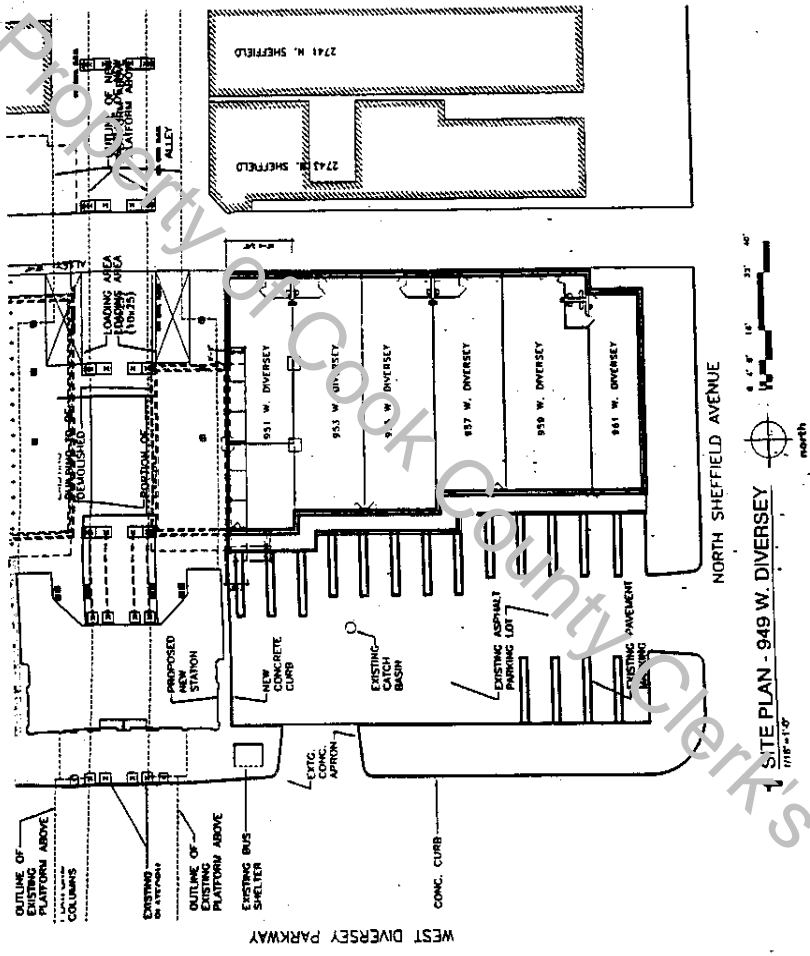
Chicago Transit Authority
 Engineering Department

PAVENSWOOD (BROWN) LINE EXPANSION PROJECT
 DIVERSEY STATION - 943 W. DIVERSEY PARKWAY
 949 W. DIVERSEY
 DEMOLITION SITE PLAN
 SCALE: 1/8" = 1'-0"
 DATE: J.D. 06/08
 DRAWING NO. G.D1-300
 REVISION 0



[THIS DRAWING - ALLOWANCE NO. 3]

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SITE PLAN - 949 W. DIVERSEY
1/16" = 1'-0"

THIS DRAWING IS ALLOWANCE NO. 0

DRAWING NO. RANENWOOD BROWN LINE EXPANSION PROJECT DIVERSEY STATION - 949 W. DIVERSEY PARKWAY	
DATE:	J.D. NO.:
G.D.I. - 301 REVISION 0	

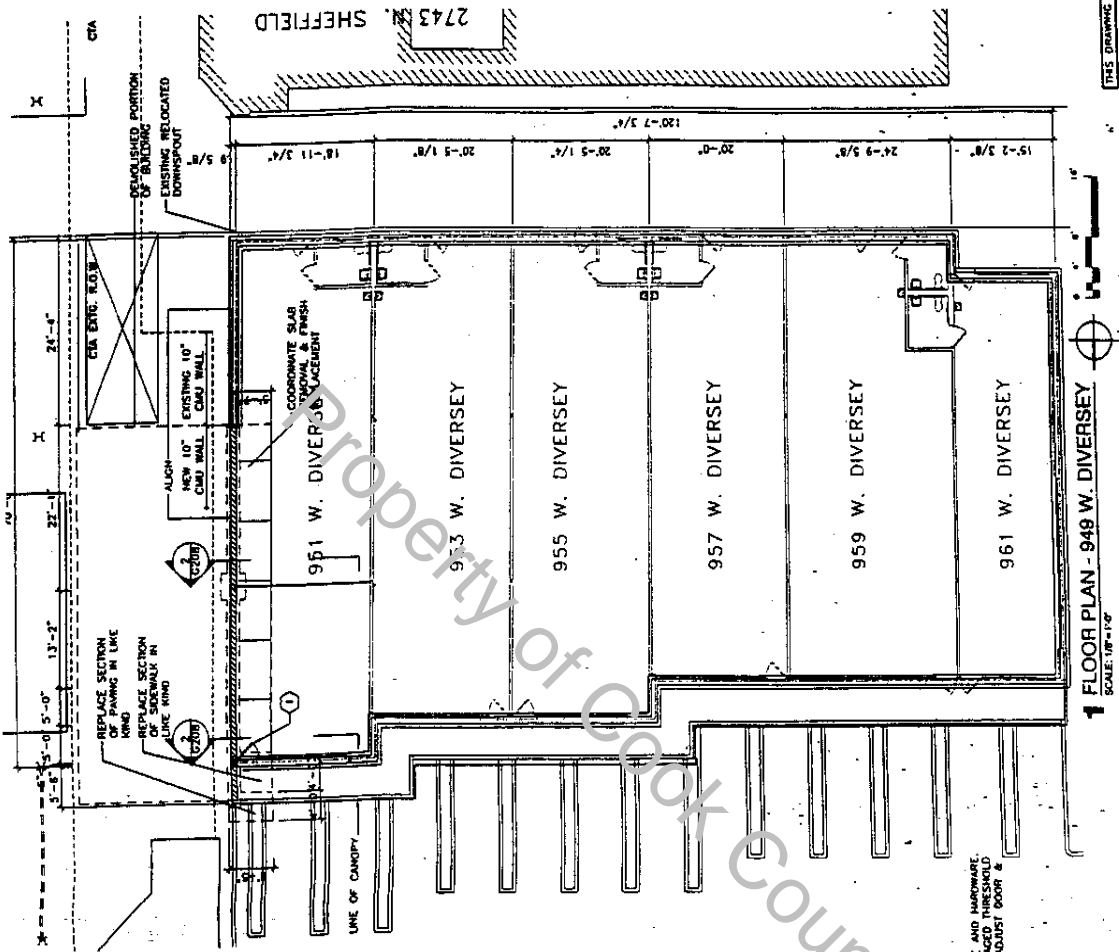


TENG

THE ENGINEERING CENTER, INC.
A PROFESSIONAL ENGINEERING FIRM
10500 NORTH STATE AVENUE
CHICAGO, ILLINOIS 60631
PHONE: (773) 833-0100
WWW.TENCENR.COM

NO.	DATE	REVISIONS
1	02/11/09	INTERIM PROGRESS SUBMITTAL

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1 FLOOR PLAN - 949 W. DIVERSEY
SCALE: 1/8" = 1'-0"

NOTE:
CONTRACTOR IS RESPONSIBLE FOR COORDINATING BETWEEN CTA AND PROPERTY OWNER.

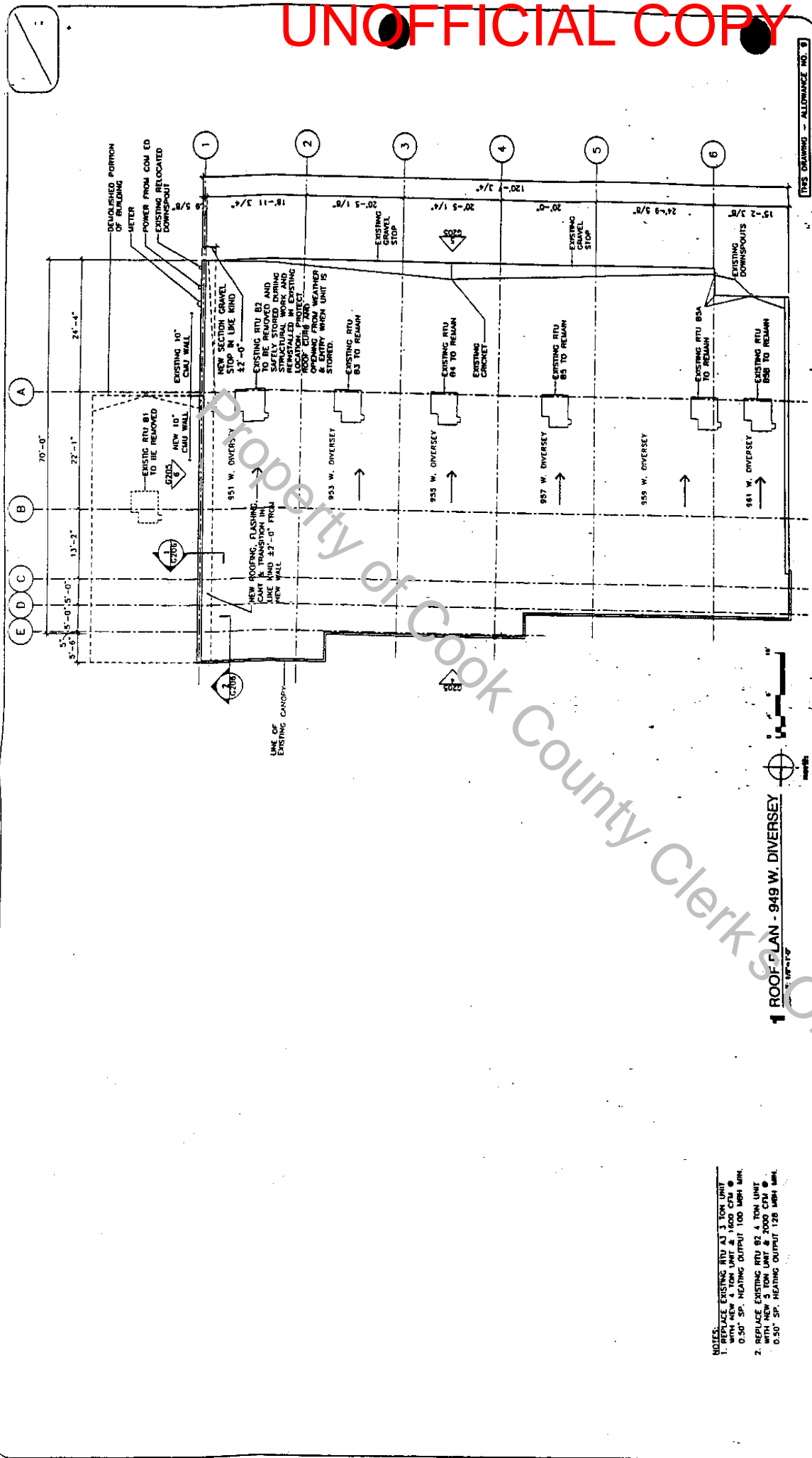
① REINSTALL AND SET DOOR FRAME AND HARDWARE. GLASS & TOP SILL FRAME. SET SALVAGED THRESHOLD IN MASTIC AND ANCHOR BOLTS. ADJUST DOOR & HARDWARE FOR PROPER OPERATION.

PROJECT NO.	RAVENSWOOD (BROWN) LINE EXPANSION PROJECT
LOCATION	DIVERSEY STATION - 949 W. DIVERSEY PARKWAY
DATE	949 W. DIVERSEY
SCALE	FLOOR PLANS
JOB NO.	G.D.I.-303
REVISION	0



NO.	DATE	REVISIONS
1	02/11/06	INITIAL PROGRESS SUBMITTAL

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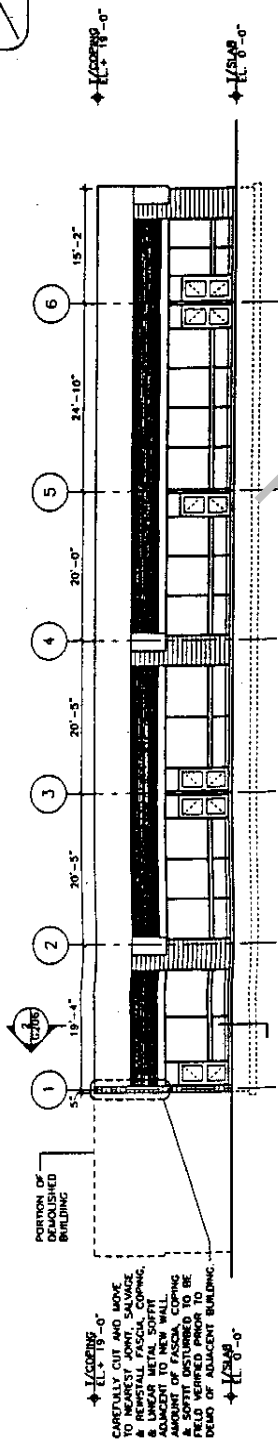
- NOTES:
1. REPLACE EXISTING RTU A3 3 TON UNIT WITH NEW 4 TON UNIT & 1600 CFM, 0.50" SP. HEATING OUTPUT 100 MBH AIR.
 2. REPLACE EXISTING RTU B2 4 TON UNIT WITH NEW 5 TON UNIT & 2000 CFM, 0.50" SP. HEATING OUTPUT 128 MBH AIR.

1 ROOF PLAN - 949 W. DIVERSEY

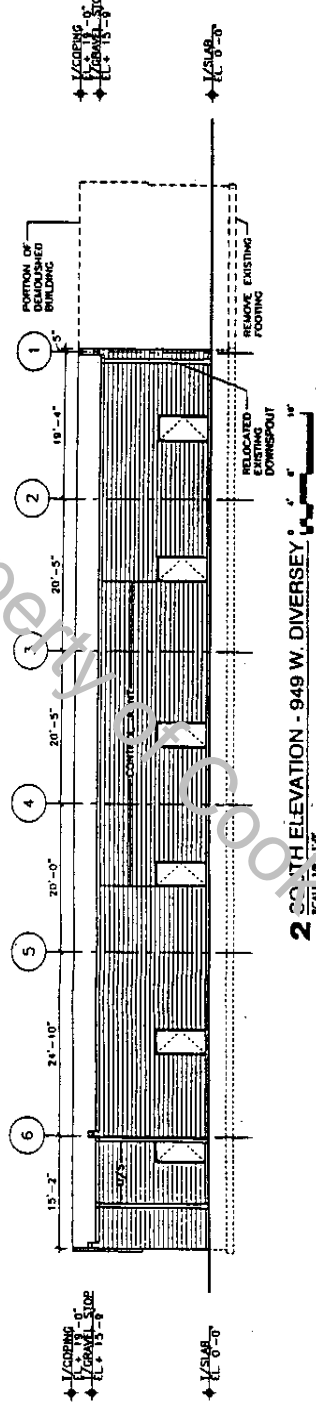
THIS DRAWING - ALLOWANCE NO. 3

		DRAWING NO. GDI - 304 REVISION 0	
RAVERSWOOD (BROWN) LINE EXPANSION PROJECT DIVERSEY STATION - 943 W. DIVERSEY PARKWAY 949 W. DIVERSEY ROOF PLANS		DATE: _____ SCALE: _____	
PROJECT NO. _____ SHEET NO. _____ DATE: _____ BY: _____ CHECKED BY: _____	DESIGNER: _____ DATE: _____ BY: _____ CHECKED BY: _____	INTERIM PROGRESS SUBMITTAL NETWORKING	DATE: _____ BY: _____ CHECKED BY: _____

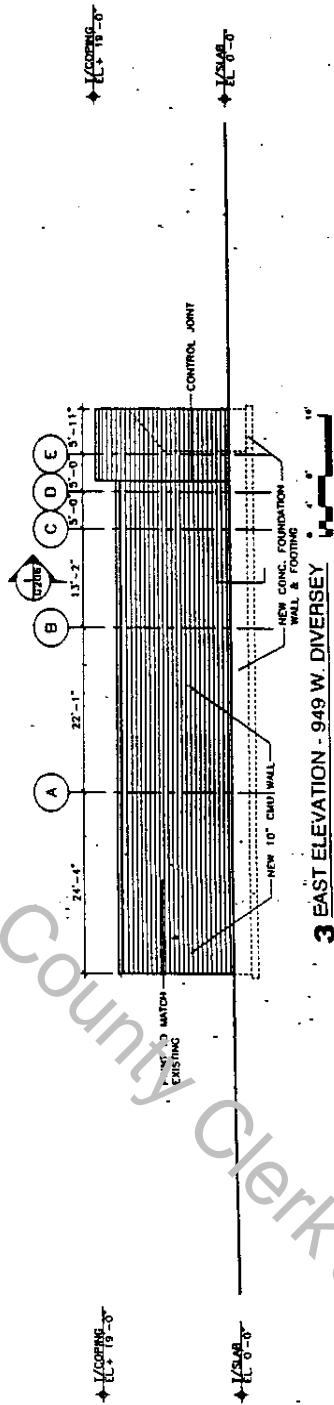
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1 NORTH ELEVATION - 949 W. DIVERSEY
SCALE: 1/8"=1'-0"



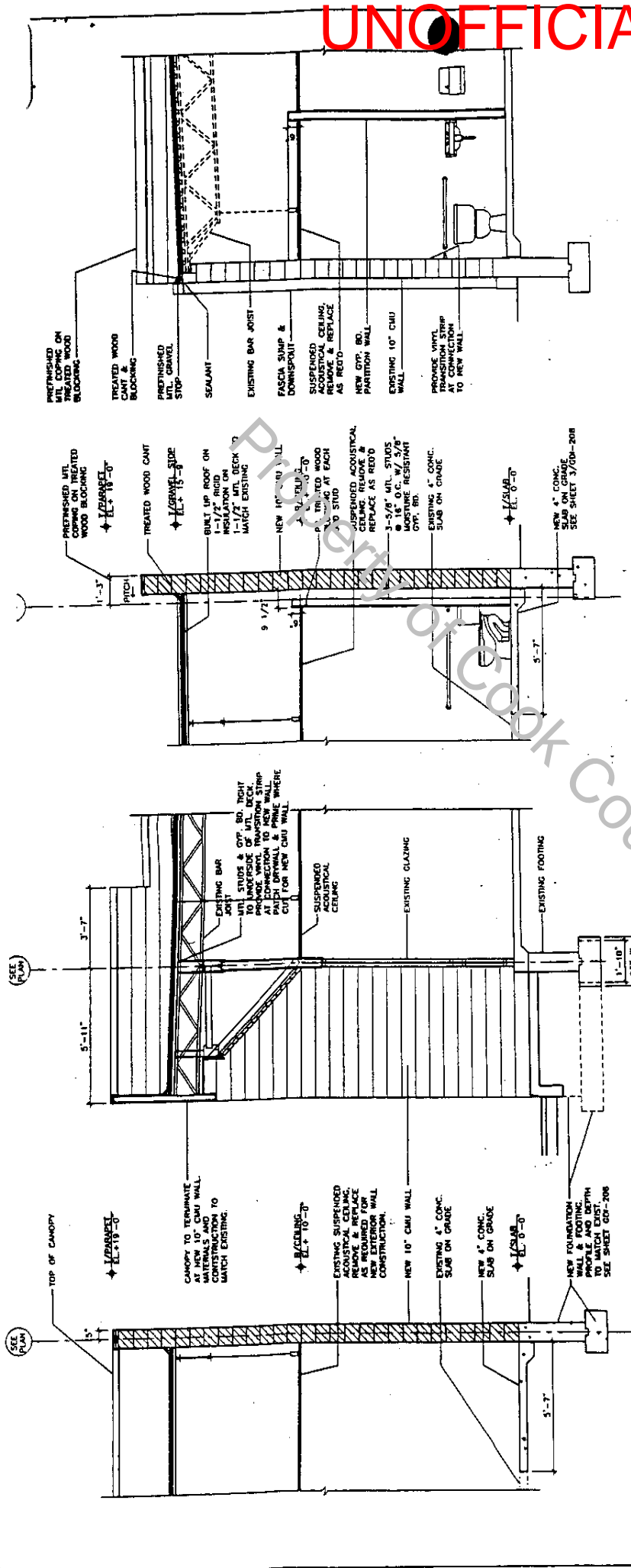
2 SOUTH ELEVATION - 949 W. DIVERSEY
SCALE: 1/8"=1'-0"



3 EAST ELEVATION - 949 W. DIVERSEY
SCALE: 1/8"=1'-0"

		PAVENSWOOD (BROWN) LINE EXPANSION PROJECT DIVERSEY STATION - 943 W. DIVERSEY PARKWAY 949 W. DIVERSEY ELEVATIONS DATE: _____ SCALE: _____ REVISION: 0
		DRAWING NO.: _____ JOB NO.: _____ GDI - 305
		DATE: _____ BY: _____ CHECKED BY: _____ REVISIONS: _____ INTERIM PROGRESS SUBMITTAL
PROJECT NO.: _____ SHEET NO.: _____		

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4 SECTION
SCALE: 1/2"=1'-0"

3 SECTION
SCALE: 1/2"=1'-0"

2 SECTION
SCALE: 1/2"=1'-0"

1 SECTION
SCALE: 1/2"=1'-0"

THIS DRAWING IS ALLOWANCE

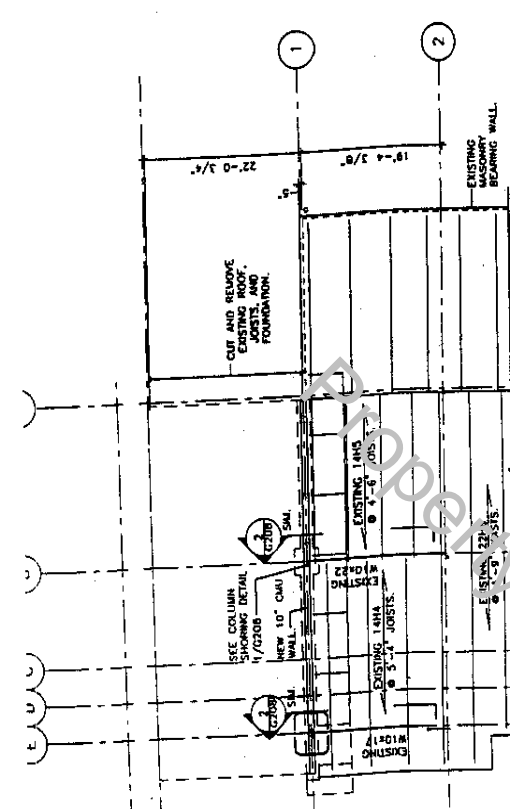
		RAVENSWOOD (BROWN) LINE EXPANSION PROJECT DIVERSEY STATION - 949 W. DIVERSEY PARAWAY 949 W. DIVERSEY SECTIONS & DETAILS	
DRAWING NO.		G DI - 308	
DATE		1.0.2017	
REVISION		0	

NO.	DATE	REVISIONS
1	02/17/20	INTERIM PROGRESS SUBMITTAL

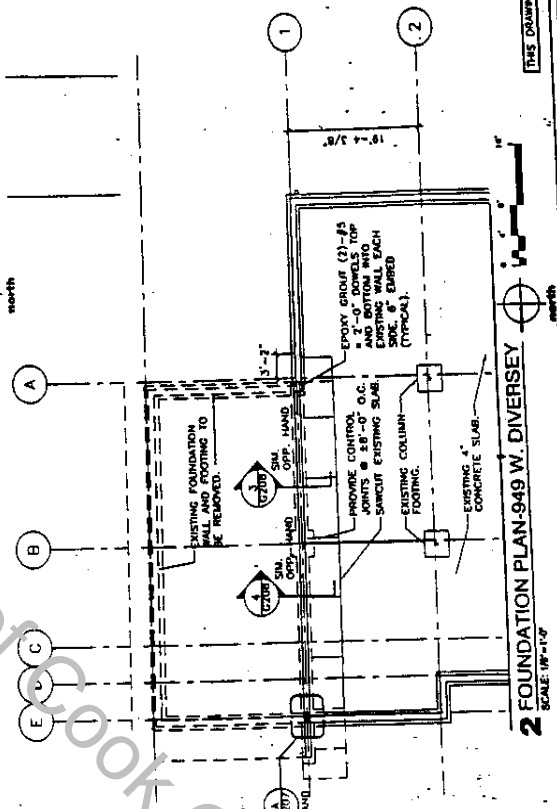
DESIGNED BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.	SHEET TOTAL	PROJECT NAME	DRAWING NO.

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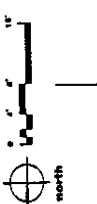
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1 ROOF FRAMING PLAN-949 W. DIVERSEY
SCALE: 1/8" = 1'-0"



2 FOUNDATION PLAN-949 W. DIVERSEY
SCALE: 1/8" = 1'-0"



[THIS DRAWING - ALLOWANCE NO. 3]
DRAWING NO. G DI - 307
RAVENSWOOD (BROWN) LINE EXPANSION PROJECT
DIVERSEY STATION - 943 W. DIVERSEY PARKWAY
949 W. DIVERSEY
FDN. & ROOF PLANS-STRU.C.
JOB NO. DATE

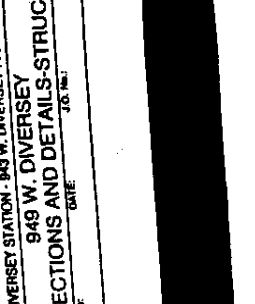
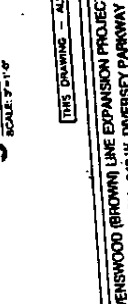
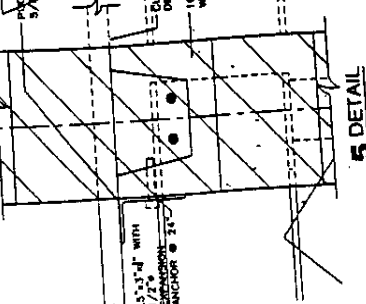
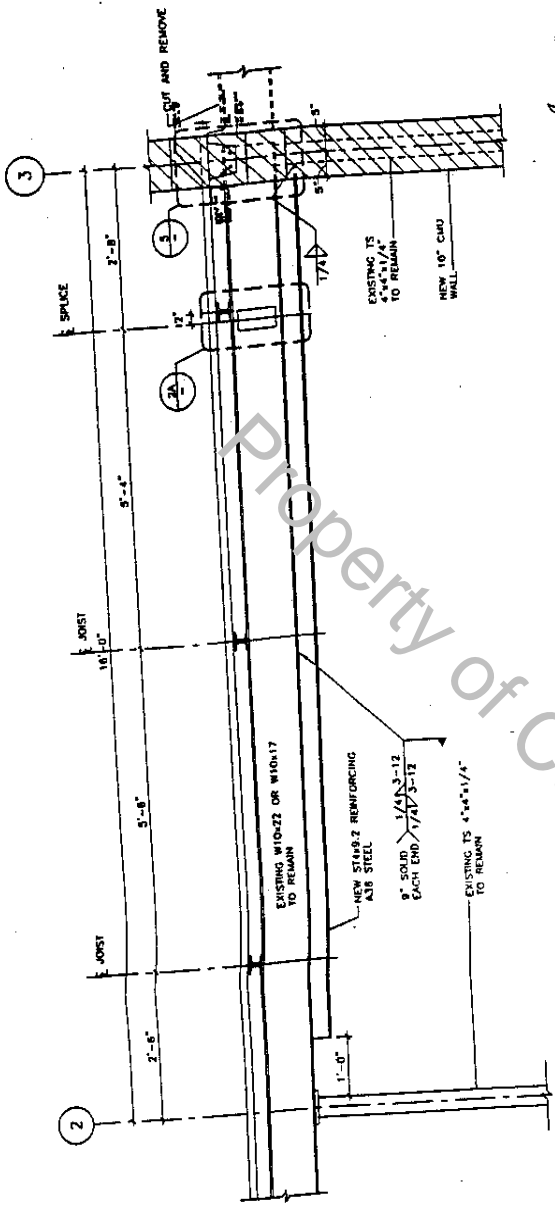


REVISION NO.	DATE	DESCRIPTION	BY	CHKD.
1	02/11/08	INTERNAL PROGRESS SUBMITTAL		

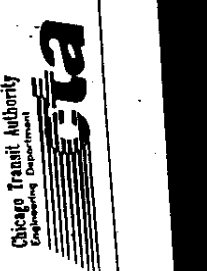
DESIGNED BY: [blank]
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CHECKED BY: [blank]
IN CHARGE: [blank]
DATE PREPARED FOR REVIEW: [blank]

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A Division of
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The TRNG Group, Inc.
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The TRNG Group, Inc.

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THIS DRAWING - ALLOWANCE
RAVENSWOOD (BROWN) LINE EXPANSION PROJECT
DIVERSEY STATION - 949 W. DIVERSEY PARKWAY
949 W. DIVERSEY
SECTIONS AND DETAILS-STRUC.
G DI - 308
REV: 0



NO.	DATE	REVISIONS
1	08/11/08	WITERN PROGRESS SUBMITTAL

NO.	DATE	REVISIONS

WITERN PROGRESS SUBMITTAL

WITERN PROGRESS SUBMITTAL

WITERN PROGRESS SUBMITTAL