Prepared by and after recording return to:

Terrance Diamond c/o Neal & Leroy, LLC 120 N. LaSalle Street Suite 2600 Chicago, Illinois 60602



Tioc# 1734634071 Fee \$62.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A.YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 12/12/2017 03:52 PM PG: 1 OF 13

This space reserved for Recorder's use only.

#### SECOND AMENDMENT OF INDENTURE OF LEASE

THIS SECOND AMENDMENT OF INDENTURE OF LEASE (this "Second Amendment") is made as of the decay day of Decempose., 2017, by and between THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, on behalf of THE CITY OF CHICAGO, a municipal corporation, IN TRUST FOR THE USE OF SCHOOLS, and the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois (collectively, together with their respective successors and assigns, "Lessor"), and THE OUNCE OF PREVENTION FUND, an Illinois not-for-profit corporation (together with its successors and assigns, "Lessee")

### WITNESSETE

- A. Lessor and Lessee entered into that certain It denture of Lease commencing on April 1, 1998 and ending on March 31, 2097 (the "Term"), for the property commonly known as 5044 S. Wabash Chicago, Illinois (the "Original Lease"). On June 23, 2010 Lessor and Lessee amended the Original Lease (the "First Amendment") to re-define the leased premises as the property described on Exhibit A attached hereto (the "Leased Premises") and for the construction of a shared parking lot on the Leased Premises. The Original Lease as amended by the First Amendment shall be referred to herein as the "Lease." All capitalized terms not otherwise defined shall have the meanings ascribed to them in the Lease.
- B. The Leased Premises is adjacent to the former Crispus Attucks School property located at 5055 S. State Street (the "Attucks Property"). The Attucks Property is legally described on Exhibit B attached hereto.
- C. Pursuant to Section 10 of the First Amendment, Lessor paid Lessee a one-time fee of \$375,000 to construct and expand the parking lot on the Leased Premises (the "Expanded Parking Lot") to provide parking for the adjacent Attucks Property. The Expanded Parking Lot is depicted on Exhibit C attached hereto. Lessee agreed to lease back to Lessor 53 designated parking spaces in the Expanded Parking Lot for the exclusive use and benefit of Lessor and its employees, agents, visitors, staff, guests and invitees for a term expiring on March 31, 2097.

8985179 EPENNETT. 4 . E 7



- D. Section 11 of the First Amendment sets forth the manner and method in which the Lessor and Lessee agreed to share the costs and responsibilities for maintaining, repairing and improving the Expanded Parking Lot, including the 53 designated parking spaces for the Attucks Property.
- E. Subsequent to the First Amendment, Lessor ceased operations at the Attucks Property, including the use of the 53 parking spaces. Lessor is going to convey the Attucks Property described on Exhibit B to KMIS Developers, LLC ("KMIS"). In conjunction with the sale and conveyance of the Attucks Property, Lessee is going to enter into a separate parking lot sublease with KMIS as sublessee for the 50 designated parking spaces (the "Parking Lot Sublease"). Fige Parking Lot Sublease will replace Sections 10 and 11 in the First Amendment.
- F. The rurpose of this Second Amendment is to: (i) provide a depiction of the Expanded Parking Lot as actually constructed on Exhibit C; (ii) provide a legal description of the 50 designated parking spots on Exhibit D; (iii) confirm that the 50 designated spaces are for the exclusive use of the Attucks Property, (iv) delete Sections 10 and 11 in the First Amendment due to Lessor's conveyance of the Attucks Property to KMIS; and (v) amend the indemnification and insurance provisions in the Lease to require Lessee's sublessees and tenants, including KMIS, their contractors and subcontractors to indemnify and insure Lessor with respect to their use and occupancy of the Leased Premises, the same as Lessee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree and confirm as follows:

- 1. <u>Recitals</u>. The above referenced recitals shall be made a part of and are hereby incorporated into this Second Amendment with the same force and effect as if set forth herein as an agreement of the parties.
- 2. The Expanded Parking Lot and 53 Parking Spaces. The drawing attached hereto as Exhibit C correctly depicts the Expanded Parking Lot locate I on the Leased Premises, and identifies the 50 parking spaces that are the subject of the Sublease. The legal description attached hereto as Exhibit D correctly defines the 50 parking spaces that are for the exclusive use of the Attucks Property.
- 3. The \$375,000 Parking Lot Payment. Lessor paid Lessee \$375,000 for the exclusive use of the 53 parking spaces for the Attucks Property. No additional fees or services are due from Lessor to Lessee for the 53 parking spaces, or, as of the date hereof, in connection with the Parking Lot Sublease and the 50 parking spaces subleased thereunder.
- 4. Parking for the Attucks Property. The 50 parking spaces described on Exhibit D are for the exclusive use of and shall serve the Attucks Property for the remainder of the Term (i.e. until March 31, 2097). KMIS and its successors and assigns and their tenants, contractors and subcontractors shall indemnify and insure Lessor in accordance with Sections 6 and 7 below.
- 5. <u>Parking Lot Sublease</u>. Sections 10 and 11 in the First Amendment are hereby deleted. Lessor shall have the right to review and approve the terms of the Parking Lot Sublease

which shall require Sublessee to indemnify and insure Lessor with respect to Sublessee's use of the Expanded Parking Lot as set forth below. Sublessee shall also name and add as additional insureds, Lessor, the Board of Education of the City of Chicago ("Board"), the Public Building Commission of Chicago ("PBC") and the City of Chicago in Trust for Use of Schools ("City"), the titleholders of the Expanded Parking Lot.

6. <u>Indemnification</u>. Section 5 in the First Amendment is hereby amended as follows:

In addition to the obligations of Lessee under the Lease, Lessee, its sublessees and their tenants, contractors, and subcontractors shall indemnify, defend (through an attorney reasonably acceptable to Lessor) and hold the Lessor, the Board, PBC and the City, their respective members, directors, officers, agents, agencies, departments and employees ("Indemnitees"), harmless from and against any and all actions, claims, suits, injuries, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorneys' and expert fees and court costs) incurred by any Indemnitee in connection with, arising out of or incident to any negligent or intentional act or omission of Lessee, sublessee or their agents, employees, contractors, subcontractors, consultants, tenants or invitees in connection with their use of the Leased Premises or the Expanded Parking Lot or any work thereon. The foregoing indemnity shall in no way supersede any provision of the Lease, but shall be supplemental thereto and shall survive any termination of the Lease and the Parking Lot Sublease.

7. <u>Insurance</u>. Lessee's sublesses, tenants, contractors and subcontractors are subject to the same insurance requirements of Lessee under the Lease. The Lease is hereby amended to require Lessee, its sublessees, their tenants, contractors and subcontractors to procure, maintain and provide the types and amounts of insurance coverages set forth in Section 9.1 (a) through (f) (Section 6 in the First Amendment) with respect to and relating to their use and occupancy of the Leased Premises and the Expanded Parking Lot or for any changes thereto. Lessor, the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board, the City and the PBC shall be named as additional insureds on a primary basis without recourse or right of contribution.

All policies and insurers shall waive their rights of subrogation against Lessor, the Board PBC and the City. The Certificates must provide for thirty (30) days prior written notice to Lessor of any material change, cancellation or non-renewal of any policy and be given to:

Board of Education of the City of Chicago Department of Risk Management and Real Estate Department 42 W. Madison Chicago, Illinois 60602 riskmanagement@cps.edu

Lessee and its sublessees using or working on the Leased Premises, including the Expanded Parking Lot, must register with the insurance certificate monitoring company designated by Lessor stated below, and must maintain a current insurance certificate on file during the term of

their use or occupancy of the Leased Premises, including the Expanded Parking Lot or for any work to be performed thereon. Currently the initial annual monitoring fee is Twelve Dollars (\$12.00) per year, but is subject to change.

Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

#### Certificate Monitoring Company:

Topiary Communications Inc. 676 N. LaSalle - Suite 230 Chicago, IL 60654 Phone - (312) 494-5709 Email - dans@topiarycomm.net

Website for online registration, insurance certificate submissions and annual fee payments: URL <a href="http://www.cpsvendorcert.com">http://www.cpsvendorcert.com</a>

Lessor may, upon written notice to Lessee and its sublessees, not more than every five (5) years, change the insurance coverage limits required under the Lease, provided such changes are consistent with the insurance coverages required of tenants of similar buildings or leased parking lots in the Chicago Metropolitan area.

- 8. <u>Conveyance of Leased Premises</u>. Any conveyance of Leased Premises or of Lessor's interest in the Expanded Parking Lot shall be made subject to the Parking Lot Sublease.
- 9. <u>Notices</u>. Any notice delivered by Lessor to Lessee relating to the Expanded Parking Lot shall be simultaneously delivered to Sublessee. Notices shall be sent to the following addresses until further notice:

#### TO LESSOR:

Chicago Board of Education
Department of Operations/Real Estate
42 W. Madison
Chicago, IL 60602
Attn: Chief Operating Officer

#### TO LESSEE

Ounce of Prevention Fund 122 South Michigan Ave. Suite 2050 Chicago, IL 60603 Attn: Executive Director

#### WITH A COPY TO:

Chicago Board of Education
Department of Lav.
42 W. Madison
Chicago, IL 60602
Attn: General Counsel

#### WITH A COPY TO:

Sheppard Mullin Richter & Hampton LLP 70 West Madison St., 48<sup>th</sup> Floor Chicago, IL 60602 Attn: Michael J. Roth, Esq.

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### **UNOFFICIAL COPY**

TO SUBLESSEE:

KMIS Developers, LLC 207 E. Ohio Suite 438 Chicago, IL 60611

Attn: Managing Member

WITH A COPY TO:

DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attention: Alison M. Mitchell

Notice may be sent by U.S registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or by overnight delivery. Notice sent by U.S. mail shall be deemed delivered three days after the date of mailing. Notice sent by hand or overnight delivery shall be deemed delivered on the date of delivery with confirmation from the delivery service.

- 10. <u>Binding Effect; Covenants Running with the Land</u>. This Second Amendment and all of the provisions, benefits, rights and obligations contained herein shall run with the land and will be binding upon and will inure to, and be for the benefit of, the parties hereto and their respective successors and assigns, including, but not limited to, the owner of the Attucks Property.
- 11. <u>Ratification of Agreement</u>. Except as modified by this Second Amendment, all of the terms and provisions of the Original Lease, as amended by the First Amendment, are hereby ratified and affirmed by Lessor and Lessee and shall remain in full force and effect.
- 12. <u>Counterparts</u>. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- 13. <u>Governing Law</u>. This Second Amenament shall be governed by and construed in accordance with the laws of the State of Illinois.
- Legal Remedies. Each party to this Agreement shall have the right to institute legal action or proceedings in law or in equity to enforce or interpret this Agreement or to protect or establish any right or remedy of any party under this Agreement. In addition to any other remedy available at law or equity, each party shall have the right to seek to enforce the performance of this Agreement by way or injunction or specific performance.

[Signature pages follow]

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### **UNOFFICIAL CO**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment of Indenture of Lease as of the day and year first above written.

#### LESSOR:

Authorization: 17-0828-OP2

Dated: August 28, 2017

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, on behalf of THE CITY OF CHICAGO, a municipal corporation, IN TRUST FOR THE USE OF SCHOOLS, and the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois

Title: Mary De Runtz
Deputy Chief-Capital Planning and

Construction

STATE OF 1L

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that mary De Runtz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the offering Chief-Capital of THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate, on behalf of THE CITY OF CHICAGO, a municipal corporation, IN TRUST FOR THE USE OF SCHOOLS, and the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois, 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 in such expacity, he/she signed, scaled and delivered said instrument as his/her free and voluntary act and is the free and voluntary act and deed of said body politic and corporate, for the uses and purposes therein set forth.

Give under my hand and official seal, this lots day of December, 2017.

My Commission Expires:

12/19/2020

OFFICIAL SEAL JENNIFER M VINELLI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/19/20

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### **UNOFFICIAL COPY**

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THE OUNCE OF PREVENTION FUND,	INC.,
an Illinois not-for-profit corporation	

Name: Diana Raurer

Title: President

STATE OF Minois
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Diant personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of THE OUNCE OF PREVENTION FUND, INC., an Illinois not-for-profit orporation, 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 in such capacity, he/she signed, sealed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Give under my hand and official seal, this 7 day of December, 2017.

Notary Public

My Commission Expires: 5/13/20

BETH SAVITZKY
Official Seal
Notary Public - State of Illinoic
My Commission Expires May 13, 2020

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### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE OUNCE OF PREVENTION LEASED PREMISES

THAT PART OF LOTS 1 TO 48, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 5 TO 48, BOTH INCLUSIVE, IN BLOCK 4 IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SUB-LOTS 1, 2 AND 3 IN HARRIS AND MC GIMSIE'S RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 4 IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH ALL OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEYS LYING BETWEEN THE LOTS IN SAID BLOCKS 3 AND 4 IN WILLIAM M. DERBY'S SUBDIVISION AFORESAID AND TOGETHER WITH THE VACATED PART OF 50TH STREET LYING BETWEEN SAID BLOCKS 3 AND 4 IN WILLIAM M. DEPBY'S SUBDIVISION AFORESAID AND THE VACATED ALLEYS IN SAID BLOCKS, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH LINE OF VACATED 50TH STREET AND THE EAST LINE OF SOUTH STATE STREET; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH STATE STREET, 16.00 FEET TO THE POINT OF BEGINNING; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 238.04 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SOUTH WABASH AVENUE, 294.97 FEET; THENCE EAST AND PERPENDICULAR TO THE WEST LINI, OF SOUTH WABASH AVENUE, 103.36 FEET TO THE WEST LINE OF SOUTH WABASH AVENUE: THENCE SOUTH ALONG SAID WEST LINE OF WABASH AVENUE, 238.32 FEET; THENC: WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 167.67 FEET; THENCE NOR THWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RAPIUS OF 8.00 FEET, DELTA 76 DEGREES 48 MINUTES 52 SECONDS AND AN ARC OF 10.73 FEE7; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 7.80 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 12.0 FEET, DELTA 63 DEGREES 40 MINUTES 24 SECONDS AND AN ARC LENGTH OF 13.34 FEET; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 11.90 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 16.0 FEET, DELTA 64 DEGREES 08 MINUTES 15 SECONDS AND AN ARC LENGTH OF 17.91 FEET; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 11.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 12.00 FEET, DELTA 64 DEGREES 07 MINUTES 04 SECONDS, AND AN ARC LENGTH OF 15.43; THENCE NORTHWESTERLY ALONG A LINE TO THE LAST DESCRIBED CURVE, 11.28 FEE1, THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SOUTH STATE STREET, 148.66 FEET, THENCE WEST AND PERPENDICULAR TO THE EAST LINE OF SOUTH STATE STREET, 108.50 FEET TO THE EAST LINE OF SOUTH STATE STREET; THENCE NORTH ALONG THE EAST LINE OF SOUTH STATE STREET, 323.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 2.905 ACRES (126,559 SQUARE FEET) MORE OR LESS COMMONLY KNOWN AS 5044 S. WABASH, CHICAGO

#### EXHIBIT B

#### LEGAL DESCRIPTION OF THE ATTUCKS PROPERTY 5055 S. STATE STREET

THAT PART OF LOTS 1 TO 48, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 5 TO 48, BOTH INCLUSIVE, IN BLOCK 4 IN WILLIAM M DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SUB-LOTS 1,2 AND 3 IN HARRIS AND MC GIMSIE'S RESUBDIVISION OF LOTS 1,2,3 AND 4 IN BLOCK 4 IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEYS LYING BETWEEN THE LOTS IN SAID BLOCKS 3 AND 4 IN WILLIAM M. DERBY'S SUBDIVISION AFORESAID, AND TOGETHER WITH THE VACATED PART OF SOTH STREET LYING BETWEEN SAID BLOCKS 3 AND 4 IN WILLIAM M. DERBY'S SUBDIVISION AND THE VACATED ALLEYS IN SAID BLOCKS, TAKEN AS A TRACT, LYING SOUTH OF AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTH LINE OF VACATED 50TH STREET AND THE EAST LINE OF SOUTH STATE STREET; MENCE SOUTH ALONG SAID EAST LINE OF SOUTH STATE STREET, 16.00 FEET TO THE POINT OF BEGINNING; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 238.04 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SOUTH WABASH AVENUE, 294.97 FEET: THENCE EAST AND PERPENDICULAR TO THE WEST LINE OF SOUTH WABASH AVENUE, 103.36 FEET TO THE WEST LINE OF SOUTH WABASH AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WABASH AVENUE, 238.32 FEET: THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 167.67 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 8.00 FEET, DELTA 76 DEGREES 48 MINUTES 52 SECONDS AND AN ARC OF 10.73; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 7.80 FEET: NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 12.00 FEET, DELTA 63 DEGREES 40 MINUTES 24 SECONDS AND AN ARC LENGTH OF 13.34 FEET; THENCE NORTHERLY ALONG A LINE DESCRIBED 11.90 FEET; TANGENT TO THE LAST CURVE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 16.00 FEET, DELTA 64 DEGREES 08 MINUTES 15 SECONDS AND AN ARC LENGTH TO THE LAST 17.91 FEET; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 11.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 12.00 FEET, DELTA 64 DEGREES 07 MINUTES 04 SECONDS, AND AN ARC LENGTH OF 13.43; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 11.28 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTH STATE STREET, 148.66 FEET; THENCE WEST AND PERPENDICULAR TO THE EAST LINE OF SOUTH STATE

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### **UNOFFICIAL COPY**

STREET, 108.50 FEET TO THE EAST LINE OF SOUTH STATE STREET; THENCE NORTH ALONG THE EAST LINE OF SOUTH STATE STREET, 323.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID PARCEL CONTAINING 1.464 ACRES (63,779 SQ.FT.), MORE OR LESS.

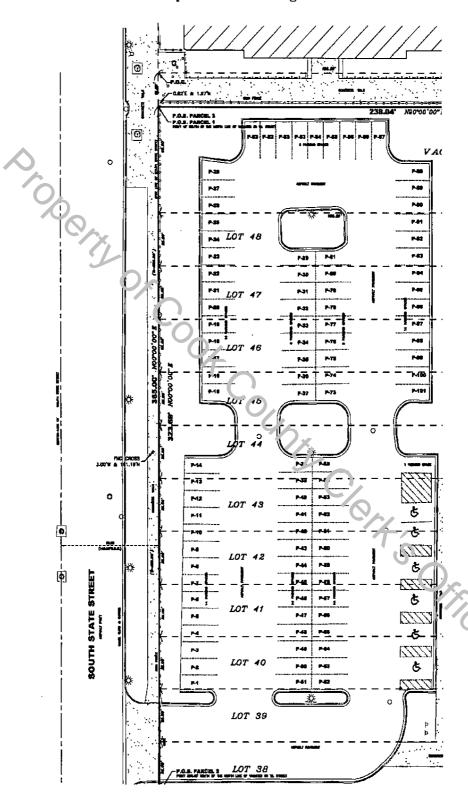
ADDRESS: 5055 SOUTH STATE STREET, CHICAGO, ILLINOIS

**PIN(s)**: 20-10-118-001 and 20-10-118-004 (Part of)

Property of Cook County Clark's Office

#### **EXHIBIT C**

### **Depiction of Parking Lot**



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### **UNOFFICIAL COPY**

#### **EXHIBIT D**

# LEGAL DESCRIPTION OF 50 DESIGNATED PARKING SPACES IN THE OUNCE OF PREVENTION PARKING LOT SUBLEASED TO THE ATTUCKS PROPERTY AT 5055 S. STATE STREET

PART OF P.I.N. 20-10-118-001-0000

KMIS PARKING 14 PARKING SPACES LABELED AS 1-14:

THAT PART OF LOTS 39 TO 48 BOTH INCLUSIVE, IN BLOCK 4, IN WILLIAM M. DERBY'S SUPDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE VACATED PART OF 50 TH. STREET LYING NORTH OF BLOCK 4 IN SAID WILLIAM M. DERBY'S SUBDIVISION AFORESAID TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS:

THE SOUTH 112 FEET OF THE NORTH 292.40 FEET OF THE EAST 18 FEET OF THE WEST 29 FEET OF SAID TRACT OF LAND, IN COOK COUNTY, ILLINOIS.

PARKING AREA: 2,016 SQ.FT. MORE O'CLESS

PART OF P.I.N. 20-10-118-001-0000

KMIS PARKING 14 PARKING SPACES LABELED AS 15-28:

THAT PART OF LOTS 39 TO 48 BOTH INCLUSIVE, IN PLOCK 4, IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE VACATED PART OF 50 TH. STREET LYING NORTH OF BLOCK 4 IN SAID WILLIAM M. DERBY'S SUBDIVISION AFORES AID TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS:

JUNIL

THE SOUTH 112 FEET OF THE NORTH 154.65 FEET OF THE EAST 18 FEET OF THE WEST 40 FEET OF SAID TRACT OF LAND, IN COOK COUNTY, ILLINOIS.

PARKING AREA: 2,016 SQ.FT. MORE OR LESS

PART OF P.I.N. 20-10-118-001-0000

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### **UNOFFICIAL COPY**

**KMIS PARKING** 14 PARKING SPACES LABELED AS 38-51:

THAT PART OF LOTS 39 TO 48 BOTH INCLUSIVE, IN BLOCK 4, IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE VACATED PART OF 50 TH. STREET LYING NORTH OF BLOCK 4 IN SAID WILLIAM M. DERBY'S SUBDIVISION AFORESAID TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS:

THE SOUTH 112 FEET OF THE NORTH 292.15 FEET OF THE EAST 18 FEET OF THE WEST 78 FEE COF SAID TRACT OF LAND, IN COOK COUNTY, ILLINOIS.

PARKING AREA 2,016 SQ.FT. MORE OR LESS PART OF P.I.N. 20-10-118-001-0000

KMIS PARKING 5 PARKING SPACES LABELED AS 82-84:

THAT PART OF LOTS 39 TO 48 BOTH INCLUSIVE, IN BLOCK 4, IN WILLIAM M. DERBY'S SUBDIVISION OF THE SCUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE VACA FED PART OF 50 TH. STREET LYING NORTH OF BLOCK 4 IN SAID WILLIAM M. DERBY'S SUBDIVISION AFORESAID TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS:

THE SOUTH 18 FEET OF THE NORTH 41 FEET OF THE FAST 40 FEET OF THE WEST 84 FEET OF SAID TRACT OF LAND, IN COOK COUNTY ILLINOIS. Crt's Offic

PARKING AREA: 720 SQ.FT. MORE OR LESS

PART OF P.I.N. 20-10-118-001-0000

**KMIS PARKING** 3 HANDICAP PARKING SPACES:

THAT PART OF LOTS 39 TO 48 BOTH INCLUSIVE, IN BLOCK 4, IN WILLIAM M. DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE VACATED PART OF 50 TH. STREET LYING NORTH OF BLOCK 4 IN SAID WILLIAM M. DERBY'S SUBDIVISION AFORESAID TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS:

THE SOUTH 50.5 FEET OF THE NORTH 291.75 FEET OF THE EAST 18 FEET OF THE WEST 140 FEET OF SAID TRACT OF LAND, IN COOK COUNTY, ILLINOIS.

PARKING AREA: 909 SQ.FT. MORE OR LESS