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Prepared by ~~and After Recording Return to:~~

Doc# 2022657013 Fee \$93.00

Arthur Dolinsky, Senior Counsel  
City of Chicago  
Department of Law  
Real Estate and Land Use Division  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602  
312-744-8731

RHSP FEE: \$9.00 RPRF FEE: \$1.00  
EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/13/2020 09:25 AM PG: 1 OF 2

**AFTER RECORDING, RETURN TO:**

TITLE SERVICES, INC.  
610 E. ROOSEVELT ROAD  
SUITE 204  
WHEATON, IL 60187

**PARTIAL ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT FOR  
THE SEPTEMBER 28, 2004 AGREEMENT  
FOR THE SALE AND REDEVELOPMENT OF LAND  
(Section 811 and Wellness Center)**

THIS PARTIAL ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT FOR THE SEPTEMBER 28, 2004 AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND (SECTION 811 AND WELLNESS CENTER) ("Assignment/Assumption Agreement") is made as of June 19, 2020 (the "Effective Date"), by and among the City of Chicago, an Illinois municipal corporation and home rule unit of local government (the "City"), acting by and through its Department of Transportation ("CDOT"), EdgeAlliance, Inc., an Illinois not for profit corporation formerly known as AIDSCARE Inc. (the "Original Not for Profit Developer" and also "Original Phase IV Owner"), Sawyer Gardens, Inc., an Illinois not for profit corporation formerly known as AIDSCARE Residence, Inc. (the "Original Phase I Owner"), Heartland Housing, Inc., an Illinois not for profit corporation (the "New Not for Profit Developer"), Heartland Sawyer Gardens, Inc., an Illinois not for profit corporation (the "New Phase I Owner") and Heartland Property Holding Company LLC, an Illinois limited liability company (the "New Phase IV Owner"). CDOT has its principal offices at 30 N. LaSalle Street, Suite 500, Chicago, Illinois 60602; the Original Not for Profit Developer, Original Phase I Owner and Original Phase IV Owner have their principal offices at 1251 S. Sawyer Avenue, Chicago, Illinois 60623; and the New Not for Profit Developer, New Phase I Owner and New Phase IV Owner have their principal offices at 208 S. LaSalle Street, Suite 1300, Chicago, Illinois 60604. Capitalized terms not otherwise defined in this Assignment/Assumption Agreement shall have the meanings ascribed to such term(s) in the Alley RDA ("Alley RDA" is defined in the second recital hereof).

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## RECITALS

WHEREAS, pursuant to an ordinance adopted by the City Council of the City (the "City Council") on March 31, 2004, and published in the Journal of the Proceedings of the City Council for such date at pages 21597-21600 (the "Alley Vacation Ordinance"), the City vacated a certain 16 feet wide public alley located in the 1200 S. blocks of Sawyer Avenue and Kedzie Avenue and north of West 13th Street as legally described in the Alley Vacation Ordinance (the "Vacated Alley") pursuant to the City's Not-For-Profit Street and Alley Vacation Program;

WHEREAS, pursuant to Section 5 of the Alley Vacation Ordinance, the City, the Original Not For Profit Developer, the Original Phase I Owner, Garden View L.L.C, an Illinois limited liability company (the "Original Phase II Owner") and The Phoenix House LLC, an Illinois limited liability company (the "Original Phase III Owner"), entered into that certain Agreement for the Sale and Redevelopment of Land dated on or as of September 28, 2004 and recorded on September 30, 2004 as document no. 0427441076 (the "Alley RDA"), pursuant to which the Original Phase I Owner and Original Phase IV Owner agreed to cause to develop and use certain improvements on portions of the Vacated Alley for non-profit purposes during the forty-year term of the Alley RDA; more specifically,

- (i) the Original Phase I Owner had previously developed an 18-unit apartment building for very-low income persons disabled with HIV/AIDS using capital advance funds from the United States Department of Housing and Urban Development's Section 811 Supportive Housing for the Disabled program (the "Section 811 Project"), and agreed to use the portion of the Vacant Alley adjacent to the Section 811 Property for charitable purposes in furtherance of the Section 811 Project (the "Section 811 Alley Property," and together with the Section 811 Property, the "Section 811 Project Property"); and
- (ii) the Original Phase IV Owner agreed to develop a wellness center ("Wellness Center") for the educational, charitable or philanthropic purposes of helping those in the neighboring community with HIV/AIDS, including the portion of the Vacated Alley identified in Exhibit E to the Alley RDA for the Wellness Center Project (the "Wellness Center Alley Property," and together with the Wellness Center Property, the "Wellness Center Project Property");

WHEREAS, the Original Phase IV Owner did not develop the Wellness Center on the Wellness Center Project Property and therefore is in default of its obligations under the Alley RDA (the "Development Default");

WHEREAS, the Original Phase I Owner desires to convey ownership of the Section 811 Project and Section 811 Project Property to the New Phase I Owner, subject to the terms of the Alley RDA and this Assignment/Assumption Agreement, all of which the New Phase I Owner desires to accept;

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WHEREAS, the Original Phase IV Owner desires to convey ownership of the Wellness Center Project Property to the New Phase IV Owner, subject to the terms of the Alley RDA and this Assignment/Assumption Agreement (which includes a waiver by the City of the Development Default), all of which the New Phase IV Owner desires to accept;

WHEREAS, in accordance with Section 6.B. of the Alley RDA, the City Council adopted an ordinance on April 24, 2020, which ordinance was published in the Journal of the Proceedings of City Council for such date at pages 16099 through 16118 pursuant to which the City has consented to the conveyance of the Section 811 Project and Section 811 Project Property to the New Phase I Owner and of the Wellness Center Project Property to the New Phase IV Owner on the condition that the Original Not for Profit Developer, Original Phase I Owner, Original Phase IV Owner, New Not for Profit Developer, New Phase I Owner and New Phase IV Owner agree to be bound by the terms and conditions of this Assignment/Assumption Agreement (“Conveyance Approval Ordinance – Phases I and IV”);

WHEREAS, the execution of this Assignment/Assumption Agreement by the Original Not for Profit Developer, Original Phase I Owner, Original Phase IV Owner, the New Not for Profit Developer, New Phase I Owner and New Phase IV Owner is therefore a condition precedent to the City providing its consent to the proposed conveyance of the Section 811 Project, Section 811 Project Property and Wellness Center Project Property as described herein;

WHEREAS, the City Council, in accordance with Section 6.B. of the Alley RDA, previously adopted an Ordinance on October 16, 2019, published in the Journal of the Proceedings of the City Council for such date at pages 7801-7823, pursuant to which the City consented to the conveyance of certain other properties subject to the Alley RDA (specifically, the HOPWA Project and HOPWA Project Property to Heartland Garden View LLC (the “New Phase II Owner”), and the Supportive Housing Project and the Supportive Housing Project Property to Heartland Phoenix House LLC (the “New Phase III Owner”) and, in connection with such conveyances, the Original Not for Profit Developer, Original Phase II Owner, Original Phase III Owner, New Not for Profit Developer, New Phase II Owner and New Phase III Owner entered into that certain Partial Assignment, Assumption and Amendment Agreement for the September 28, 2004 Agreement for the Sale and Redevelopment of Land dated as of January 10, 2020 and recorded in the Recorder’s Office on January 14, 2020 as document no. 2001406067 (the “Assignment/Assumption Agreement – Phases II and III”);

WHEREAS, the conveyance of the Section 811 Project, Section 811 Project Property and Wellness Center Project Property to the New Phase I Owner and New Phase IV Owner will complete the transfer of ownership and control of the Vacated Alley from the Original Not for Profit Developer and its affiliated Original Phase I Owner, Original Phase II Owner, Original Phase III Owner and Original Phase IV Owner, to the New Not for Profit Developer and its affiliated New Phase I Owner, New Phase II Owner, New Phase III Owner and New Phase IV Owner;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City,

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the Original Not for Profit Developer, Original Phase I Owner, Original Phase IV Owner, New Not for Profit Developer, New Phase I Owner and New Phase IV Owner agree as follows:

1. Partial Assignment and Assumption: New Not for Profit Developer. (a) Subject to the Original Not for Profit Developer's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Not for Profit Developer hereby assigns all its rights and obligations under the Alley RDA, as amended by this Assignment/Assumption Agreement, with respect to the Section 811 Project, Section 811 Project Property and Wellness Center Housing Property to the New Not for Profit Developer. This assignment of the Original Not for Profit Developer's rights and obligations under the Alley RDA specifically excludes and does not apply to all liabilities of the Original Not for Profit Developer relating to the Alley RDA arising or accruing prior to the Effective Date (collectively, the "Original Not for Profit Developer's Retained Liabilities").

(b) Subject to the Original Not for Profit Developer's Retained Liabilities and effective on the Effective Date, the New Not for Profit Developer hereby assumes all the rights and obligations of the Original Not for Profit Developer under the Alley RDA, as amended by this Assignment/Assumption Agreement with respect to the Section 811 Project, Section 811 Project Property and Wellness Center Project Property.

(c) The City hereby releases and discharges the Original Not for Profit Developer from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Not for Profit Developer's Retained Liabilities.

(d) For purposes of the Section 811 Project, Section 811 Project Property and Wellness Center Project Property, all references in the Alley RDA to the Original Not for Profit Developer shall hereafter refer to the New Not for Profit Developer.

2. Partial Assignment and Assumption: New Phase I Owner. (a) Subject to the Original Phase I Owner's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Phase I Owner hereby assigns all its rights and obligations under the Alley RDA, as amended by this Assignment/Assumption Agreement, with respect to the Section 811 Project and Section 811 Project Property to the New Phase I Owner. This assignment of the Original Phase I Owner's rights and obligations under the Alley RDA specifically excludes and does not apply to the liabilities of the Original Phase I Owner relating to the Alley RDA arising or accruing prior to the Effective Date (the "Original Phase I Owner's Retained Liabilities").

(b) Subject to the Original Phase I Owner's Retained Liabilities and effective on the Effective Date, the New Phase I Owner hereby assumes all the rights and obligations of the Original Phase I Owner under the Alley RDA, as amended by this

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Assignment/Assumption Agreement with respect to the Section 811 Project and Section 811 Project Property.

(c) The City hereby releases and discharges the Original Phase I Owner from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Phase I Owner's Retained Liabilities.

(d) For purposes of the Section 811 Project and Section 811 Project Property, all references in the Alley RDA to the Original Phase I Owner shall hereafter refer to the New Phase I Owner.

The legal description for the Section 811 Property is attached hereto as Exhibit A-1; the legal description for the Section 811 Alley Property is attached hereto as Exhibit A-2; and the legal description for the Section 811 Project Property is attached hereto as Exhibit A-3.

3. Waiver of Development Default. The City hereby waives the Development Default and all other defaults, technical or otherwise, of the Original Phase IV Owner relating to the development, construction and operation of the Wellness Center on the Wellness Center Project Property.

4. Partial Assignment and Assumption: New Phase IV Owner. (a) Subject to the Original Phase IV Owner's Retained Liabilities (as hereafter defined) and effective on the Effective Date, the Original Phase IV Owner hereby assigns all its rights and obligations under the Alley RDA, as amended by this Assignment/Assumption Agreement, with respect to the Wellness Center Project Property to the New Phase IV Owner. This assignment of the Original Phase IV Owner's rights and obligations under the Alley RDA specifically excludes and does not apply to the liabilities of the Original Phase IV Owner relating to the Alley RDA arising or accruing prior to the Effective Date that have not been waived (the "Original Phase IV Owner's Retained Liabilities").

(b) Subject to the Original Phase IV Owner's Retained Liabilities and effective on the Effective Date, the New Phase IV Owner hereby assumes all the rights and obligations of the Original Phase IV Owner under the Alley RDA, as amended by this Assignment/Assumption Agreement with respect to the Wellness Center Project Property only.

(c) The City hereby releases and discharges the Original Phase IV Owner from all claims, demands, actions, causes of action, rights of action, costs, expenses, damages, remedies, responsibilities and liabilities arising out of the Alley Vacation Ordinance and Alley RDA, excluding the Original Phase IV Owner's Retained Liabilities.



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(d) For purposes of the Wellness Center Project Property, all references in the Alley RDA, to the Original Phase IV Owner and the Original Not for Profit Developer (relating to the Wellness Center) shall hereafter refer to the New Phase IV Owner.

The legal description for the Wellness Center Property is attached hereto as Exhibit B-1; the legal description for the Wellness Center Alley Property is attached hereto as Exhibit B-2; and the legal description for the Wellness Center Project Property is attached hereto as Exhibit B-3.

5. New Phase IV Owner's Use of Wellness Center Project Property. The New Phase IV Owner shall use the Wellness Center Project Property, including the Wellness Center Alley Property, as landscaped greenspace, or for those non-profit secular, charitable, educational and/or philanthropic purposes and structures (such structures on the Wellness Center Project Property, "Improvements") (except for surface parking) that are reasonably necessary in order to support the mission of the not for profit ("Permitted Use").

6. Consent. Subject to the terms of this Assignment/Assumption Agreement and in accordance with the Conveyance Approval Ordinance – Phases I and IV, the City, acting through CDOT, consents to the conveyance and transfer of (a) the Section 811 Project and Section 811 Project Property from the Original Phase I Owner to the New Phase I Owner, and (b) the Wellness Center Project Property from the Original Phase IV Owner to the New Phase IV Owner.

7. Recordation. Upon the full execution of this Assignment/Assumption Agreement by the City, the Original Not for Profit Developer, Original Phase I Owner, Original Phase IV Owner, the New Not for Profit Developer, New Phase I Owner and New Phase IV Owner, the New Not for Profit Developer shall record this Assignment/Assumption Agreement with the Office of the Recorder of Deeds of Cook County. The New Not for Profit Developer shall pay the recording fees.

8. Counterparts. This Assignment/Assumption Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9. Full Force and Effect. Except as amended hereby, the Alley RDA shall continue in full force and effect as the binding obligations of the City, the Original Not for Profit Developer (relating to the Original Not for Profit Developer's Retained Liabilities), the Original Phase I Owner (relating to the Original Phase I Owner's Retained Liabilities), the Original Phase IV Owner (relating to the Original Phase IV Owner's Retained Liabilities), the Original Phase II Owner (relating to the Original Phase II Owner's Retained Liabilities as defined in the Assignment/Assumption Agreement – Phases II and III), the Original Phase III Owner (relating to the Original Phase III Owner's Retained Liabilities as defined in the Assignment/Assumption Agreement – Phases II and III), the

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New Not for Profit Developer, the New Phase I Owner, New Phase II Owner, New Phase III Owner and New Phase IV Owner, respectively.

10. Amendment to the Alley RDA. The Alley RDA is amended to include Section 36, which read as follows:

“36. PERFORMANCE AND BREACH.

A. Permitted Delays. Neither party shall be considered in breach of its obligations with respect to the commencement or completion of construction of the Improvements in the event of a delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, delays or halts in construction of the Improvements which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the delay if such party requests it in writing of the other party within thirty (30) days after the beginning of any such delay.

B. Breach.

1. Generally. Except as otherwise provided in this Agreement, in the event of a default by either party in the performance of its obligations under this Agreement, the defaulting party, upon written notice from the other, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the defaulting party has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) 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 aggrieved party may terminate this Agreement and institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

2. Event of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

a. New Not for Profit Owner and/or New Phase IV Owner fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required under this Agreement; or

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b. New Not for Profit Owner and/or New Phase IV Owner makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect; or

c. A petition is filed by or against New Not for Profit Owner and/or New Phase IV Owner under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

3. After Conveyance. If New Not for Profit Owner and/or New Phase IV Owner defaults in any specific manner described in this Section 36.B. during the period commencing on the Effective Date and expiring on September 27, 2043 (i.e., forty (40) years from the effective date of the Alley RDA) ("Reverter Period"), the City may at its sole discretion re-enter and take possession of the Property, terminate the estate conveyed to New Not for Profit Owner and/or New Phase IV Owner, and revest title to the Wellness Center Project Property, including the Wellness Center Alley Property, in the City. If following the Reverter Period New Not for Profit Owner and/or New Phase IV Owner defaults in any specific manner described in this Section 36.B., the City by written notice to New Not for Profit Owner and/or New Phase IV Owner may utilize any and all remedies available to the City at law or in equity. For clarification purposes, it is noted that this Agreement, including but not limited to Sections 5.A and 5.B. of the Agreement (Restrictions on Use), does not expire at the end of the Reverter Period.

C. Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by New Not for Profit Owner and/or New Phase IV Owner shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of New Not for Profit Owner and/or New Phase IV Owner.

D. Access to the Wellness Center Project Property. Commencing on the effective date of the Alley RDA (i.e., September 28, 2004) and expiration on the termination of the Revert Period (i.e., September 27, 2043), any duly authorized representative of the City shall have access to the Wellness Center Project, including the Wellness Center Alley Property, Property at all reasonable times for the purpose of confirming New Not for Profit Owner's and New Phase IV Owner's compliance with this Agreement."

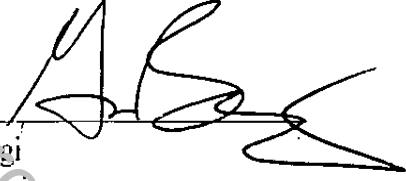
[signature page follows]



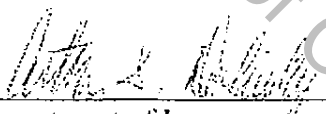
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IN WITNESS WHEREOF, the undersigned have executed this Partial Assignment, Assumption and Amendment Agreement for The September 28, 2004 Agreement for the Sale and Redevelopment of Land as of the day and year first above stated.

CITY OF CHICAGO,  
an Illinois municipal corporation  
and home rule unit of local government

By:   
\_\_\_\_\_  
Gia Biggi  
Commissioner,  
Department of Transportation

Approved as to form and legality:

  
\_\_\_\_\_  
Department of Law

EDGEALLIANCE, INC., an Illinois  
not for profit corporation

By: \_\_\_\_\_  
Paul Dillon, Chairman


Sawyer Garden, Inc., an Illinois not for profit corporation

By: \_\_\_\_\_  
Paul Dillon, Chairman

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IN WITNESS WHEREOF, the undersigned have executed this Partial Assignment, Assumption and Amendment Agreement for The September 28, 2004 Agreement for the Sale and Redevelopment of Land as of the day and year first above stated.


CITY OF CHICAGO,  
an Illinois municipal corporation  
and home rule unit of local government

By:   
~~Paul Dillon~~ G. A. BIAGI  
~~Asst. Commissioner,~~  
Department of Transportation

Approved as to form and legality:

\_\_\_\_\_  
Department of Law

EDGEALLIANCE, INC., an Illinois  
not for profit corporation

By:   
Paul Dillon, Chairman

Sawyer Garden, Inc., an Illinois not for profit corporation

By:   
Paul Dillon, Chairman

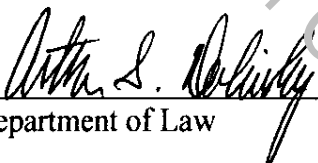
# UNOFFICIAL COPY

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CITY OF CHICAGO,  
an Illinois municipal corporation  
and home rule unit of local government

By: \_\_\_\_\_  
Gia Biagi  
Commissioner,  
Department of Transportation

Approved as to form and legality:

  
\_\_\_\_\_  
Department of Law

EDGEALLIANCE, INC., an Illinois  
not for profit corporation

By: \_\_\_\_\_  
Paul Dillon, Chairman


Sawyer Garden, Inc., an Illinois not for profit corporation

By: \_\_\_\_\_  
Paul Dillon, Chairman

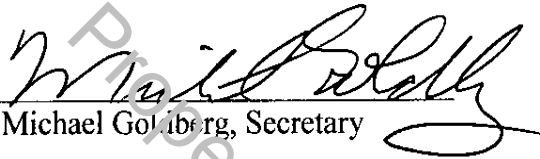
PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Heartland Housing, Inc., an Illinois  
not for profit corporation

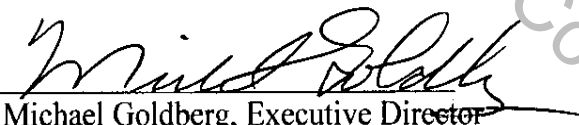
By:   
Michael Goldberg, Executive Director

Heartland Sawyer Gardens, Inc., an Illinois  
not for profit corporation

By:   
Michael Goldberg, Secretary

Heartland Property Holding Company LLC, an Illinois  
limited liability company

By: Heartland Housing, Inc., an Illinois  
not for profit corporation, its sole member

By:   
Michael Goldberg, Executive Director

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Gia Biagi, the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, 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, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 12<sup>th</sup> day of June, 2020.

[Signature]  
NOTARY PUBLIC



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Paul Dillon, personally known to me and known by me to be the Chairman of EdgeAlliance, Inc. (the "Corporation"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of June, 2020.



[Signature]  
Notary Public



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Paul Dillon, personally known to me and known by me to be the Chairman of Sawyer Gardens, Inc. (the "Corporation") and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of JUNE, 2020.



Notary Public



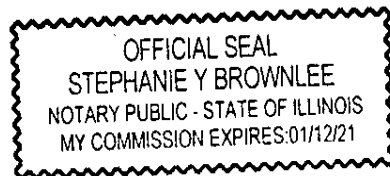
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael Goldberg, personally known to me and known by me to be the Executive Director of Heartland Housing, Inc. (the "Corporation"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of JUNE, 2020.



Notary Public



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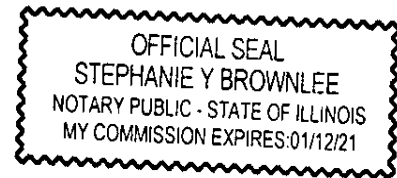
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael Goldberg, personally known to me and known by me to be the Executive Director of Heartland Housing, Inc. (the "Member"), the sole member of Heartland Property Holding Company LLC (the "Company"), and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Member on behalf of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of June, 2020.



Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael Goldberg, personally known to me and known by me to be the Secretary of Heartland Sawyer Gardens Inc. (the "Corporation") and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the member on behalf of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of June, 2020.



Notary Public



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## EXHIBIT A-1

### Legal Description of the Section 811 Property

LOTS 11 THROUGH 16 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

Commonly known as: 1215 S. Sawyer Avenue, Chicago, Illinois 60623

PIN: 16-23-207-041-0000 (part of) ✓

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## EXHIBIT A-2

### Legal Description of the Section 811 Alley Property

THE WEST HALF OF THE NORTH/SOUTH 16.00 FOOT WIDE VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 11, 12, 13, 14, 15 AND 16, AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 41, 42, 43, 44, 45 AND 46, AND LYING NORTH OF THE SOUTH LINE OF LOT 41 EXTENDED WESTERLY, AND LYING SOUTH OF THE NORTH LINE OF LOT 46 EXTENDED WESTERLY, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1215 S. Sawyer Avenue, Chicago, Illinois 60623

PIN: 16-23-207-041-0000 (part of)

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## EXHIBIT A-3

### Legal Description of the Section 811 Project Property

#### PARCEL 1:

LOTS 11 THROUGH 16 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST HALF OF THE NORTH/SOUTH 16.00 FOOT WIDE VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 11, 12, 13, 14, 15 AND 16, AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 41, 42, 43, 44, 45 AND 46, AND LYING NORTH OF THE SOUTH LINE OF LOT 41 EXTENDED WESTERLY, AND LYING SOUTH OF THE NORTH LINE OF LOT 46 EXTENDED WESTERLY, IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B-1

### Legal Description of the Wellness Center Property

LOTS 39 THROUGH 46 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ ✓  
*AND* ~~OF~~ THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1214-1232 S. Kedzie Avenue, Chicago, Illinois 60623

PIN: 16-23-207-043-000 (part of)

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## EXHIBIT B-2

### Legal Description of the Wellness Center Alley Property

THE EAST HALF OF VACATED ALLEY LYING PARALLEL TO LOTS 39 THROUGH 46 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ AND THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

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## EXHIBIT B-3

### Legal Description of the Wellness Center Project Property

THE EAST HALF OF VACATED ALLEY LYING PARALLEL TO LOTS 39 THROUGH 46 AND LOTS 39 THROUGH 46 IN SUB-BLOCK 1 IN BLOCK 1 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ ✓  
~~AND OF~~ THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ LYING NORTH OF CENTER LINE OF OGDEN AVENUE OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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