

OFFICIAL BUSINESS  
CITY OF CHICAGO  
LAW DEPARTMENT

OFFICIAL BUSINESS  
CITY OF CHICAGO  
LAW DEPARTMENT

CONTRACT FOR THE  
SALE OF LAND AND REDEVELOPMENT

AGREEMENT, made on or as of the \_\_\_\_\_ day of August, 1988, by and between the CITY OF CHICAGO, a public body corporate (which together with any successor public body or officer, hereafter designated by or pursuant to law, is hereinafter called "City"), having its office at City Hall, 121 North LaSalle Street, Chicago, Illinois and SAFETY-KLEEN CORP., a Wisconsin Corporation, (hereinafter called "Purchaser") located at 777 Big Timber Road, Elgin, Illinois 60123.

WITNESSETH:

WHEREAS, the City has offered to sell and the Purchaser is willing to purchase certain real property located in a Project Area (and more particularly described in Schedule A annexed hereto and made a part hereof) and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan for said project;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

**SECTION 1. SALE AND PURCHASE PRICE.**

Subject to all of the terms, covenants, and conditions of this Agreement, the City will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the City and pay therefore, the amount of SEVENTY TWO THOUSAND SIX HUNDRED SEVEN AND 20/100TH DOLLARS (\$72,607.20) hereinafter called the "Purchase Price" to be paid in cash or by cashiers check.

**SECTION 2. CONVEYANCE OF PROPERTY.**

A. Form of Deed. The City shall convey to the Purchaser title to the Property by Quitclaim Deed. The conveyance and title shall, in addition to the provisions of this Agreement be subject only to:

1. The Redevelopment Plan for said Project.
2. Taxes for 1988 and subsequent years.
3. Exceptions 4 and 7 in schedule B in Chicago Title Insurance Company Commitment 70-86-104 dated May 27, 1988, a copy of which is attached hereto and made a part hereof as Exhibit 1

B. Time and Place for Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Purchaser on or before August 31, 1988 or on such date as the parties hereto may mutually agree in writing. Conveyance shall be made at the office of Chicago Title Insurance Company and the Purchaser shall accept the conveyance and pay the Purchase Price to the City at such time and place.

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C. Real Estate Taxes. The City will secure the waiver of general real estate taxes to the date of delivery of the Deed. The Purchaser will be responsible for taxes accruing after conveyance.

D. Recordation of Deed. The Purchaser shall promptly file the Deed for recordation among the land records of the place in which the Property is located. The Purchaser shall pay all costs for so recording the Deed.

E. Escrow; Title Report. In the event the Purchaser requires conveyance through escrow, the Purchaser shall pay for the same. At closing, the City will provide an updated Chicago Title Insurance Company report No. 70-86-104 on title showing waiver of all unpermitted exceptions and will pay for a Title Guaranty policy in the standard form, to the amount of the Purchase Price, subject to the reservations and exceptions herein provided.

**SECTION 3. GOOD FAITH DEPOSIT AND EARNEST MONEY.**

A. Good Faith Deposit. The Purchaser will have deposited with the City the amount of THREE THOUSAND SIX HUNDRED TWENTY EIGHT and 97/100TH DOLLARS (\$3,628.97), (hereinafter called "Deposit") as security for the performance of the obligations of the Agreement, which deposit is to be retained by the City until completion of the entire improvements as hereinafter defined.

B. Earnest Money. The Purchaser will have deposited with the City earnest money in the amount of THREE THOUSAND SIX HUNDRED TWENTY EIGHT and 98/100TH DOLLARS (\$3,628.98), (hereinafter called the "Earnest Money") which will be credited against the Purchase Price at the time of delivery of the Deed and shall be deposited in an account of the City.

C. Interest. The City shall be under no obligation to pay interest on these deposits.

**SECTION 4. PLANS AND SPECIFICATIONS.**

The Purchaser will redevelop the property for use in accordance with construction documents, containing working drawings and specifications for all of the work proposed. These construction documents will be developed in conformance with preliminary documents as described in Schedule B attached hereto and incorporated herein by reference. Any deviation of construction documents from preliminary documents, or construction from construction documents, can be made only with written approval from the City.

In addition to conformance as stated above, said construction documents (Plans and Specifications) for the redevelopment of the property will be in conformity with the 43rd and Racine Redevelopment Plan, and all applicable state and local laws and regulations.

The term "Improvements", as used in this Agreement, means the improvements indicated in the Plans and Specifications.

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**SECTION 5. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.**

The construction of the improvements referred to herein in the attached Schedule B shall be commenced in any event within Six (6) months after the date of the delivery of the Deed, and except as otherwise provided in the Agreement, shall be completed within Eighteen (18) months after such date.

**SECTION 6. TIME FOR CERTAIN OTHER ACTIONS.**

A. Time for Submission of Construction Plans. The time within which the Purchaser shall submit its "Construction Plans" to the City, in any event, shall not be later than ninety (90) days from the date of the Agreement.

B. Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (C) of this Section 6, the time within which the Purchaser shall submit any new or corrected Construction Plans shall not be later than forty-five (45) days after the date the Purchaser received written notice from the City of the City's rejection of the Construction Plans referred to in the latest such notice.

C. Maximum Time for Approved Construction Plans. The time within which the Purchaser shall submit Construction Plans which conform to the requirements of the City shall not be later than forty-five (45) days after the date the Purchaser receives written notice from the City's first rejection of the original Construction Plans submitted to it by the Purchaser.

D. Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, hereof shall be forty-five (45) days after the date of the City's receipt of notice of such change.

**SECTION 7. COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS.**

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself and its successors and assigns, that the Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment, and that the construction shall in any event be begun and completed within the period specified in Section 5. It is intended and agreed, and the Deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against the Purchaser, and its successors and assigns to or of the Property or any part thereof or any interest therein.

**SECTION 8. CERTIFICATE OF COMPLETION.**

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City shall furnish the Purchaser with an appropriate instrument so certifying. The certification by the City shall be (and it shall be so provided for in the Deed and the certification itself) a conclusive determination of satisfaction and termination of the covenants in

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the Agreement and the Deed with respect to the obligations of the Purchaser and its successors and assigns to construct the improvements. The certification shall be in such form as will enable it to be recorded. Upon written request by the Purchaser for a certificate of completion, the City shall within forty-five (45) days after receipt of the same provide the Purchaser either with a certificate of completion or a written statement indicating in adequate detail, how the Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Purchaser to take or perform in order to obtain the certification. If the City requires additional measures or acts of the Purchaser to assure compliance, the Purchaser shall resubmit a written request for a certificate of completion upon compliance with the City's response.

**SECTION 9. RESTRICTIONS ON USE.**

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself, and its successors and assigns, that the Purchaser and its successors and assigns shall:

- A. Devote the Property in accordance with the uses set forth in the Redevelopment Plan and for the time specified in said Plan; and
- B. Not discriminate upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

**SECTION 10. COVENANTS: RUNNING WITH THE LAND.**

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Sections 9, 11 and 12 be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Plan.

**SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

Prior to the completion of the improvements as certified by the City, the Purchaser shall not make, create or suffer to be made any sale, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the City, except the Purchaser may mortgage said premises as provided in Section 12.

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**SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the completion of the improvements as certified by the City, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes only of obtaining: (a) funds to the extent necessary for making the improvements; (b) such additional funds, if any, in an amount not to exceed the purchase price paid by the Purchaser to the City; (c) funds necessary for architects, surveyors, legal and title fees in connection with the improvements.

**SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.**

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property of any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other Purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan and this Agreement.

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**SECTION 14. REMEDIES.**

A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed to cure or remedy such default or breach immediately, or in any event not later than sixty (60) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. In the event that prior to conveyance of the Property the Purchaser assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the City, or defaults in the provisions of Section 6, then this Agreement and any rights of the Purchaser in this Agreement may, at the option of the City, be terminated by the City and the Deposit retained by the City as liquidated damages. In the event that the City does not tender conveyance or possession of the Property as provided in this Agreement, then this Agreement, at the option of the Purchaser, shall be terminated.

C. Retention by City. Upon termination of this Agreement for any default or breach by the Purchaser after the sale, the Deposit, including all interest payable thereon after such termination, shall be retained by the City. This provision shall not operate nor be interpreted in any way as a waiver or limitation on any other rights or remedies for said default or breach to which the City may be entitled by this Agreement, operation of law or otherwise.

D. Return to Purchaser. Upon termination of this Agreement for failure to deliver the Deed, the Deposit shall be returned to the Purchaser by the City. If the Agreement shall not have been terminated, the City shall return the Deposit to the Purchaser upon satisfactory completion of the Improvement.

E. Reverting Title in City Upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to the Purchaser and prior to completion of the Improvements as certified by the City:

1. The Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof) or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months, (six (6) months if the default is with respect to the date for completion of the Improvements), after written demand by the City to do so; or
2. The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City to do so; or
3. There is, in violation of the Agreement, any transfer of the Property or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the Purchaser;

then the City in accordance with the general provisions of Section 14A of this Agreement, as a method of remedying said default, shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Purchaser, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of

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any default, failure, violation, or other action or inaction by the Purchaser specified in subdivisions (1), (2), and (3) of this Section 14E, failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivision; the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the City: Provided, that such condition subsequent and any revesting of title as a result thereof in the City:

Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement for the protection of the holders of such mortgages; and

Shall not apply to individual parts or parcels of the Property (or in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 8 hereof.

In addition to, and without in any way limiting the City's right to re-entry as provided for in the preceding sentence, the City shall have the right to retain the Deposit, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Purchaser as specified in the preceding sentence.

F. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 14E the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 14E set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligations of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

1. First, to reimburse the City for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof

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(or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Purchaser and its successor or transferee; and

2. Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (a) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

G. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the City nor the Purchaser, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such cause; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of the Purchaser with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the City: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

H. No Waiver by Delay. 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 to deprive it of or limit such

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rights in any way (it being the intent of this provision that the City should still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Purchaser under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Purchaser under this Section or with respect to the particular default except to the extent specifically waived in writing.

**SECTION 15. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

**SECTION 16. PROVISIONS NOT MERGED WITH DEED.**

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Purchaser or any successor in interest, and such deed shall not be deemed to affect or impair the provisions and documents of this Agreement.

**SECTION 17. SPECIAL PROVISIONS.**

Equal Employment Opportunity. The Purchaser, for itself and its successors and assigns, agree that during the construction of the improvements provided for in the Agreement:

- A. The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Purchaser will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B. To the greatest extent feasible, the Purchaser is required to present opportunities for training and employment that are to be given to lower income

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residents of the project area, hereby defined as the City of Chicago; and that contracts for work in connection with the project be awarded where feasible to qualified business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

- C. In order to promote equality of opportunity for minority and female personnel on this project, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
  - a. At least 25% by minorities.
  - b. At least 7% by women.
- D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers where applicable.
- E. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. The Purchaser, in order to demonstrate compliance with the terms of this Agreement, will cooperate with the City of Chicago, Department of Housing, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- F. The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- G. The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E), and (F) in every contract, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, so that such provision will be binding upon each such contractor or sub-contractor, as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provision of Section 14 of this Agreement.

**SECTION 18. COUNTERPARTS.**

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

**SECTION 19. FIRST SOURCE AGREEMENT**

Purchaser agrees to abide by the provisions of the First Source Agreement entered into by the City of Chicago and Purchaser. A copy of said Agreement is attached hereto and made a part hereof as Exhibit 2.

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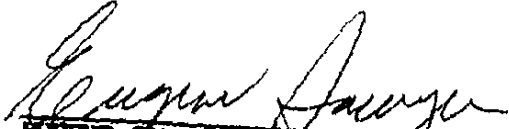
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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

CITY OF CHICAGO

By:


  
EUGENE SAWYER, Acting Mayor

ATTEST:

  
WALTER S. KOZUBOWSKI, City Clerk

SAFETY-KLEEN CORP.,  
a Wisconsin Corporation

By:

  
PURCHASER Donald W. Brinckman,  
President

Property of Cook County Clerk's Office

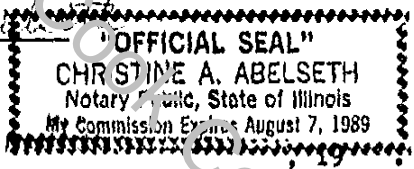
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STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK     )

I, CHRISTINE A. ABELSETH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER S. KOZUBOWSKI, personally known to me to be the Clerk of the City of Chicago, a Municipal Corporation, 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 being first duly sworn by me acknowledged that as such Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of November 1988.

Christine A. Abelseth  
Notary Public



(SEAL)  
My commission expires \_\_\_\_\_, 1989

STATE OF ILLINOIS )  
                                  )SS:  
COUNTY OF ~~COOK~~ Lane )

I, Maria F. Harrington, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald W. Brinkman personally known to me to be the President and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of said corporation and personally known to me to be the same persons whose names is subscribed to the foregoing instrument appeared before me this day in person and being first duly sworn by me severally acknowledged that as such corporate officers, they signed and delivered the instrument as their free and voluntary act, and as the free and voluntary act of corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of August, 1988.

Maria F. Harrington  
Notary Public

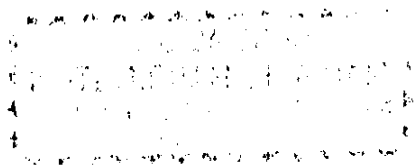


(SEAL)  
My commission expires March 4, 1992.

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Property of Cook County Clerk's Office



SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

A PARCEL OF LAND, COMPRISED OF LOTS 1, 2, 3, 4, 5 AND 6 AND THE CURVED STRIP OR PARCEL OF LAND LYING NORTHEAST OF AND ADJOINING SAID LOTS 1, 2, 3, 4, AND 5 AND LYING SOUTHWEST OF AND ADJOINING SAID LOT 6, ALL IN BLOCK 3 IN PACKER'S THIRD ADDITION, BEING A SUBDIVISION OF THAT PART LYING BETWEEN PACKER'S ADDITION AND PACKER'S SECOND ADDITION, OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOTS 1 THRU 6 AND CURVED STRIP LYING NORTH OF A LINE WHICH IS 140.50 FT. SOUTH OF AND PARALLEL TO THE NORTH LINE, AND SAID NORTH LINE EXTENDED, OF BLOCK 3 IN PACKER'S THIRD ADDITION, AFORESAID; ALSO EXCEPT THAT PART OF LOT 1 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 3 AFORESAID, WHICH POINT IS 254.70 FEET WEST FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTH ALONG A STRAIGHT LINE, WHOSE NORTH TERMINUS IS A POINT 140.50 FEET, MEASURED ALONG SAID LINE EXTENDED, SOUTH FROM THE NORTH LINE OF SAID BLOCK 3 AND 254.60 FEET, MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 3, WEST FROM THE EAST LINE OF BLOCK 3 AFORESAID, A DISTANCE OF 150.00 FEET; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 138.39 FEET, TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF BLOCK 2 IN PACKER'S SECOND ADDITION, DISTANT 109.01 FEET WEST FROM THE NORTHEAST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 2, 110.63 FEET WEST FROM THE SOUTHEAST CORNER THEREOF; SAID INTERSECTION BEING 151.00 FEET, MEASURED ALONG SAID LAST DESCRIBED STRAIGHT LINE, NORTH FROM THE SOUTH LINE OF SAID BLOCK 2; THENCE SOUTH ALONG SAID LAST DESCRIBED STRAIGHT LINE A DISTANCE OF 151.00 FEET TO THE SOUTH LINE OF SAID BLOCK 2 AND THENCE EAST ALONG THE SOUTH LINE OF BLOCK 2 AND ALONG THE SOUTH LINE OF BLOCK 3 AFORESAID, A DISTANCE OF 139.08 FEET, TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

72,607.2 S.F.

Commonly Known as: 1400-26 PRIVATE STREET NO.3, CHICAGO, ILLINOIS

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SCHEDULE B

SITE AND ARCHITECTURAL SKETCH PLANS

Site Plan in sufficient detail and with the dimensions and notes necessary to show the location, size, and type of construction proposed for each element. The following items should be shown:

a. All buildings-land coverage, number of stories, total floor area, and type of construction.

b. Curb openings, driveways, parking and loading areas, including type of paving and vehicular capacity of parking and loading areas.

c. Other outdoor use area such as material storage, screening and landscaping.

d. All other facilities.

DEPT-09 MISC 41.60  
SEARCH TEAM 0597 11/07/89 13:13:00  
16354 89-530245  
COOK COUNTY RECORDER

2. Architectural sketches in elevation, perspective, or other view sufficient to indicate the exterior finish and general appearance of proposed buildings and other improvements from public ways and/or adjoining private property.

3. Attached are maps and drawings dated \_\_\_\_\_ and entitled: \_\_\_\_\_

4. Remarks: \_\_\_\_\_

5. Estimated cost of Purchaser's improvements \$ \_\_\_\_\_

Submitted on \_\_\_\_\_

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

(Title)

Approved on \_\_\_\_\_

CITY OF CHICAGO  
DEPARTMENT OF ECONOMIC DEVELOPMENT

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

(Title)

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