

# **RECORDING COVER SHEET**

MAIL TO: TERRY DIAMOND Neal & Leroy, LLC 20 S. Clark Street, Suite 2050 Chicago, Illinois 60603

PREPARER: TERRY DIAMOND Neal & Leroy, LLC 20 S. Clark Street, Suite 2050 Chicago, Illinois 60603 Doc# 2309457055 Fee \$77.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 04/04/2023 02:48 PM PG: 1 OF 14 Doc# Fee \$2.00

KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 04/04/2023 02:49 PM PG: 0

FOR RECOLDER SOFFICE USE ONLY

# CCH12204911 LD A/BLKENT DESCRIPTION OF ATTACHED INSTRUMENT:

## INTERGOVERNMENTAL AGREEMENT BETWEEN CHICAGO HOUSING AUTHORITY AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO RELATING TO THE EXCHANGE OF LAND FOR THE CONSTRUCTION OF A NEW NEAR SOUTH NEIGHBORHOOD HIGH SCHOOL

New Near South Neighborhood High School Site Lease Between Chicago Housing Authority (Landlord) and Board of Education of the City of Chicago (Tenant)

#### **COMMON ADDRESS:**

2450 S. State Street, Chicago, Illinois

#### PIN NOS.

17-28-227-004-0000	17-28-227-003 0000 (Part)
17-28-227-008-0000	17-28-227-009-0000 (Part)

CHA Replacement Site in Exchange for Lease to the Board of Education for the New Near South Neighborhood High School Site

#### **COMMON ADDRESSES:**

2240 S. Wabash and 2300-2332 S. Wabash, Chicago Illinois

#### PIN NOS.

17-27-100-012-0000	17-27-108-010-0000
17-27-108-006-0000	17-27-108-011-0000
17-27-108-007-0000	17-27-108-012-0000
17-27-108-008-0000	17-27-108-016-0000
17-27-108-009-0000	17-27-108-017-0000

## INTERGOVERNMENTAL AGREEMENT BETWEEN CHICAGO HOUSING AUTHORITY AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO RELATING TO THE EXCHANGE OF LAND FOR THE CONSTRUCTION OF A NEW NEAR SOUTH NEIGHBORHOOD HIGH SCHOOL

This Intergovernmental Agreement (the "Agreement") is entered into this  $\underline{3}^{\underline{M}}$  day of  $\underline{A}$   $\underline{\beta}$   $\underline{\gamma}^{\underline{i}}$ , 2023 by and between the Chicago Housing Authority, a body politic and corporate of the State of Illinois (the "CHA") and the Board of Education of the City of Chicago, a body politic and corporate of the State of Illinois (the "Board").

### RECITALS

WHEREAS, the CHA is a unit of local government, a body politic and corporate, organized under and existing pursuant to the Illinois Housing Authorities Act 310 ILCS 10/1 *et. seq.*, for the purpose of developing and operating safe, decent and sanitary housing for low-income residents in the City of Chicago; and

WHEREAS, the Board, is a unit of local government, a body politic and corporate organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/34-1 *et seq.*, created for the purpose of educating and providing educational, recreational, and related facilities, services, resources and opportunities for the children and families residing in the City of Chicago; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220 *et. seq.*), Article VII, Section 10 of the Constitution of the State of Illinois, the Local Government Property Transfer Act of the State of Illinois (50 ILCS 605/1 *et. seq.*) and the Housing Cooperation Law (310 ILCS 15/5b) authorize, permit, and encourage units of local government to utilize and maximize the use of their properties by allowing them to exchange, transfer, convey, and lease their properties to each other in furtherance of their public purposes and the public interest; and

WHEREAS, the CHA is the owner of the vacant 1.7 acres (73,805 SF) site, legally described on Exhibit A hereto, and commonly known as 2450 S. State Street ("CHA Land"). The CHA Land is located in the Near South community and is adjacent to existing athletic and recreational facilities owned by the Board and the Chicago Park District; and

WHEREAS, due to its location, configuration, and proximity to existing athletic and recreational facilities owned by the Board and the Park District, the Board has determined and declared that it is necessary or convenient for it to use, occupy, improve, and lease the CHA Land for the construction and operation of a new neighborhood high school ("School"); and

WHEREAS, the new School will serve and benefit the Board and the CHA by creating and providing new educational and recreational facilities, resources and opportunities for the children and families, including CHA families, residing in the Near South, South Loop, Chinatown, and Bridgeport communities; and

WHEREAS, in exchange for the lease of the CHA Land, the Board has secured a 1.97 acres (85,990 SF) replacement site for the CHA, legally described on Exhibit B, and known as 2240 and 2300-2332 S. Wabash (the "CHA Replacement Site"). The CHA Replacement Site will be served by the new School; and

WHEREAS, the Board will pay the purchase price for the CHA Replacement Site as consideration for a lease of the CHA Land to the Board (the "Lease") for an initial term of fifty-five (55) years and two consecutive twenty (20) year renewal terms totaling 95 years. The first twenty (20) year renewal shall be automatic. The CHA Replacement Site shall be conveyed directly to the CHA as full consideration for the Lease of the CHA Land to the Board; and

WHEREAS, the Lease of the CHA Land to the Board for the new School in exchange for the CHA Replacement Site requires approval from the Department of Housing and Urban Development ("HUD"); and

WHEREAS, on July 19, 2022, the CHA Board of Commissioners unanimously approved Resolution No. 2022-CHA-36 which authorized the CHA's Chief Executive Officer or her designee to: (1) apply to HUD for the disposition and lease of the Premises at 2450 S. State to the Board for the new School; (2) obtain approval from HUD to acquire and redevelop the CHA Replacement Site; and (3) to negotiate a lease with the Board for the CHA Land; and

WHEREAS, on September 28, 2022, the Board approved Board Report No. 22-0928-OP7 which determined and declared that it is necessary or convenient, useful, beneficial and in the public interest for the Board to use, occupy and lease the CHA Land for a new School. The Board Report authorized the Lease with the CHA for the CHA Land for an initial term of fifty-five (55) years and two (2) consecutive twenty (20) year renewal terms totaling 95 years, the first renewal term is automatic; and

WHEREAS, on September 28, 2022, the Board approved Board Report No. 22-0928-8 which authorized the Board to execute a Purchase and Sale Agreement ("PSA") and to pay the purchase price for the CHA Replacement Site as consideration for the Lease of the CHA Land. If the exchange is approved by HUD, the CHA Replacement Site is to be conveyed directly to the CHA in consideration of the Lease of the CHA Land to the Board; and

WHEREAS, the CHA applied to HUD for approval of the Lease of the CHA Land to the Board and the acquisition of the CHA Replacement Site in exchange for said Lease.

**NOW THEREFORE,** in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and for other good and valuable consideration, the CHA and the Board agree as follows:

1. <u>Lease of CHA Land to the Board</u>: Pursuant to the authorization granted by the Boards of the CHA and the Board of Education as set forth above, and subject to HUD approval, CHA hereby agrees to lease the CHA Land to the Board and the Board agrees to lease and accept the CHA Land upon the terms and conditions in the approved Lease. The Board agrees to accept the CHA Land "AS IS."

- (i) <u>Title:</u> No later than 60 days prior to the Closing Date, the Board will deliver to the CHA a current commitment for a standard ALTA Leasehold Owner's policy of title insurance (the "Leasehold Title Commitment"). The Title Commitment will be issued by Chicago Title insuring: (a.) CHA's title to the CHA Land, (b) the Lease between the Board and the CHA and (c) the Board's leasehold interest/estate in the CHA Land based upon the Lease. The Board shall pay for the Leasehold Title Commitment and it shall have the option of obtaining, at its own expense, a Leasehold Owner's Title Policy from Chicago Title insuring the Board's Leasehold Estate and the Lease between the CHA and the Board.
- (ii) <u>Survey</u>: No later than 60 days prior to the Closing Date, the Board at its expense, will deliver to the CHA a copy of a recent ALTA survey prepared by an Illinois licensed land surveyor for the CHA Land. The survey shall be certified to the CHA, the Board, Chicago Title Insurance, and such other parties as the Board may reasonably designate.
- (iii) Title or Survey Defects: In the event the title or survey discloses any matters that are unacceptable to the Board, the Board shall give written notice to the CHA at least 45 days prior to the Closing Date. In the event notice is not received by CHA by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the Closing Date as may be reasonably required to permit such resolution), then the Board may elect to terminate this Agreement upon written notice to the CHA, or may elect to take the CHA Land, subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. CHA shall have no obligation to correct any defects not acceptable to the Board nor shall CHA bear any costs associated with correcting any defects not acceptable by the Board. The Board shall bear the costs of curing any defects the Board deems unacceptable or the Board may terminate this Agreement. Notwithstanding the foregoing, title objections may be raised at closing based on the results of any later dated title examination.
- (iv) <u>Delivery of Possession</u>: Possession of the CHA Land shall be delivered on the Closing Date to the Board in accordance with the terms of the Lease and subject to HUD approval.

- (v) <u>Environmental Reports</u>: In accordance with 24 CFR Part 58,the City of Chicago's Department of Assets and Information Services – Bureau of Environmental Health and Safety Management, ("City") conducted the environmental review on behalf of HUD for the CHA Land which included a Phase I environmental assessment of the CHA Land and a Phase II environmental assessment. The City and/or CHA has provided the Board with copies of the environmental reports, reliance letters, assessments and analyses prepared by or for the City with respect to the CHA Land.
- (vi) <u>Environmental Conditions</u>: If at any time prior to the Closing Date, the Board determines, in its sole discretion, that the environmental conditions are unacceptable, the Board may terminate this agreement and shall have no obligation to purchase and transfer the CHA Replacement Site or Lease the CHA Land. In the event that the Board elects to accept the CHA Land, the CHA shall have no responsibility to remediate such CHA Land.

2. <u>Acquisition and Exchange of the CHA Replacement Site for the Lease of the CHA Land</u>: The Board has executed an agreement (contract) for the purchase and sale of the CHA Replacement Site ("PSA"). The Board agrees to pay the purchase price for the CHA Replacement Site as consideration for the Lease of the CHA Land and all closing costs associated with the acquisition of the CHA Replacement Site. The Board shall have the titleholder of the CHA Replacement Site convey the property directly to the CHA by Special Warranty Deed. CHA agrees to accept title to the CHA Replacement Site on or before the closing date as defined in Section 4 below subject to the terms of this Agreement, the PSA and subject to HUD approval. The CHA agrees to accept the CHA Replacement Site "AS IS."

- (i) <u>Title:</u> No later than 60 days prior to the Closing Date, the Board will deliver to the CHA a current title commitment for a standard ALTA owner's title policy for the CHA Replacement Site issued by Chicago Title ("CHA Replacement Site Title Commitment"). Either the Seller of the CHA Replacement Site or the Board shall pay for the title insurance premium for the title insurance policy for the CHA Replacement Site at closing.
- (ii) <u>Survey</u>: No later than 60 days prior to the Closing Date, the Board, will deliver to the CHA a current ALTA survey prepared by an Illinois licensed surveyor, which shall be certified to the CHA and to such other parties as the CHA may reasonably designate.
- (iii) <u>Title or Survey Defects</u>: In the event the title commitment or survey discloses any matters that are unacceptable to the CHA, the CHA shall give written notice to the Board at least 45 days prior to the Closing Date. In the event notice is not received by Board by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the Closing Date as may be reasonably required to permit

such resolution), then the CHA may elect to terminate this Agreement upon written notice to the Board or may elect to take the CHA Replacement Site subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. Notwithstanding the foregoing, title objections may be raised at closing based on the results of any later date title examination.

- (iv) <u>Delivery of Possession:</u> Possession of the CHA Replacement Site shall be delivered to the CHA on the Closing Date. Notwithstanding the foregoing, under no circumstances will CHA accept possession of the CHA Replacement Site unless all leases, licenses, occupancy and other use and/or possession agreements for the CHA Replacement Site have been terminated and the site is vacant. The CHA Replacement Site must be reasonably clean and all trailers, equipment and debris must be removed.
- (v) Environmental Reports: In accordance with 24 CFR Part 58 the City of Chicago's Department of Assets and Information Services – Bureau of Environmental Health and Safety Management, has conducted the environmental review on behalf of HUD for the CHA Replacement Site, obtained a Phase I environmental assessment of the CHA Replacement Site and has conducted a Phase II environmental assessment. The City has provided the CHA and the Board with copies of, and reliance letters for, the environmental reports, assessments and analyses prepared by the City with respect to the CHA Replacement Site.
- (vi) Environmental Conditions: If at any time prior to the Closing Date, CHA determines that the environmental conditions of the CHA Replacement Site are unacceptable, then CHA may terminate this agreement and shall have no obligation to lease the CHA Land to the Board or accept the CHA Replacement Site in exchange. In the event that the CHA elects to accept the CHA Replacement Site, the Board shall have no responsibility to remediate the CHA Replacement Site.

3. <u>HUD approvals.</u> The Lease of the CHA Land to the Board is contingent upon: (i) the submission of any necessary application by CHA to HUD for the disposition and Lease of the CHA Land to the Board, and (ii) HUD's written approval of the disposition and Lease of the CHA Land to the Board. The acceptance by CHA of the CHA Replacement Site is contingent upon: (i) the submission of any necessary application by CHA to HUD for the acquisition of the CHA Replacement Site, and (ii) HUD's approval of CHA's acquisition of the CHA Replacement Site in exchange for the Lease. CHA has submitted its disposition/lease and acquisition applications to HUD. HUD approved the disposition and Lease of the CHA Land to the Board on February 14, 2023 and approved CHA's acquisition of the CHA Replacement Site as consideration for said Lease on March 22, 2023. CHA will seek approval from HUD to redevelop and use the CHA Replacement Site, for a mixed-income and mixed-use development to include but not be limited to housing for CHA residents, affordable housing and homeownership. 4. <u>Closing Date</u>: The Lease of the CHA Land to the Board and the conveyance of title to the CHA Replacement Site to the CHA (hereinafter "Land Transfers") will occur simultaneously on the Closing Date, unless both parties agree to separate closing dates. The Closing Date shall be a date mutually agreed upon by the parties, but shall not be later than April 3, 2023 (the "Closing Date"), subject to HUD approval. The parties may, but shall not be obligated to, exchange the land described in this Agreement non-simultaneously, it being understood that the other party shall be obligated to complete the exchange no later than April 3, 2023, unless agreed to by the parties and subject to HUD approval.

Prior to the Closing Date, each party will provide the deliverables set forth above. At Closing, each party will provide, or cause to be provided, the executed Lease for the CHA Land and the Special Warranty Deed for the CHA Replacement Site. CHA shall also provide an original Release of the Declaration of Trust recorded March 18, 2008 as Document No. 0807845110 and recorded January 30, 2013 as Document No. 1303018048 made by and between the CHA and the United States of America, Secretary of Housing and Urban Development for the CHA Land to be leased to the Board as described on Exhibit A attached hereto.

<u>Right of Entry:</u> Each party hereby grants or shall obtain for the other party, 5. and their contractors, a non-exclusive sixty (60) day right of entry to perform reasonable investigations and inspections of the properties described on Exhibit A ("CHA Land") and Exhibit B ("CHA Replacement Site") covered by this Agreement no later than 90 days prior to the Closing Date, provided that no party shall have any obligation to perform such investigations under this Agreement. Prior to exercising such right of entry, the party requesting such entry (the "Grantee") shall provide, or shall require and cause its contractor(s) to provide to the party providing access (the "Grantor") (i) insurance reasonably acceptable to the respective Grantor (naming the Grantor as an additional insured and loss payee as requested) as a condition to entering the site, to protect the party granting access from losses, claims, damages, including property damages and death, arising out of or resulting from the conduct or activities of such contractor or other person at the site, and (ii) a release and indemnity from any claims, liabilities, costs, or expenses incurred as a result of its activities or presence on the site. The Grantee agrees that it is will assure the other that (a) all necessary permits and licenses are obtained, maintained, and appropriately displayed, and (b) the site is restored and that any equipment or materials are removed prior to termination. The Grantee shall keep the premises free and clear from liens arising from its activities on the site. All such activities shall be conducted in compliance with applicable laws, including the environmental laws and any IEPA filings, if applicable. The rights of entry granted hereunder shall terminate upon the earlier of (i) the Closing Date, (ii) the termination or expiration of this Agreement, and (iii) as to any Grantee and its contractor, the completion of its activities.

6. <u>Notices</u>. All notices and communications concerning this Agreement shall be sent as follows:

If to the CHA:	Chicago Housing Authority Office of the General Counsel 60 E. Van Buren Street Chicago, Illinois 60605 Attn: Chief Executive Officer
With a copy to:	Chicago Housing Authority Office of the General Counsel 60 E. Van Buren Street Chicago, Illinois 60605
	Attn: General Counsel/Chief Legal Officer
If to the Board:	Board of Education of the City of Chicago Board Office 1 North Dearborn 9 <sup>th</sup> Floor Chicago, Illinois 60602 Attn: Board Secretary
With a copy to:	Board of Education of the City of Chicago Law Department 1 North Dearborn, 9 <sup>th</sup> Floor Chicago, Illinois 60602 Attn: General Counsel
	Board of Education of the City of Chicago 42 W. Madison 2 <sup>nd</sup> Floor Chicago, Illinois 60602 Attn: Chief Operating Officer
	Neal & Leroy, LLC 20 S. Clark Street, Suite 2050 Chicago, Illinois 60603

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

7. Amendment No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the Board and the CHA or their respective successors and assigns.

8. <u>Assignment</u> Except as set forth in this Agreement, neither the Board nor CHA shall assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

9. <u>No Third Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the Board and the CHA and their respective successors and assigns.

10. <u>No Joint Venture.</u> Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the Board, the CHA and /or HUD.

11. <u>Headings</u>. The section headings contained herein are for convenience only and are not intended to limit, expand, or modify the provisions of such sections.

12. <u>Non-liability of Public Officials.</u> No official, employee, agent or elected or appointed representative of the Board or of the CHA shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's or the CHA's execution or attempted execution or because of any breach hereof.

13. <u>Executed Counterparts and with Digital/Electronic Signatures.</u> This Agreement may be executed in any number of counterparts, and with digital electronic signatures, each of which so executed shall be deemed to be an original.

14. <u>Authority.</u> The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

15. <u>Severability.</u> If any provision of this Agreement, or any paragraph, sentence, clause, phrase word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

16. <u>Governing Law.</u> This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

17. <u>Entire Agreement.</u> This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied, or impressed upon this Agreement.

18. <u>Authority</u>. The Lease of the CHA Land described on Exhibit A to the Board and the exchange, conveyance and acceptance of the CHA Replacement Site described on Exhibit B are authorized under the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220 *et. seq.*), the Local Government Property Transfer Act of the State of Illinois (50 ILCS 605/1 *et. seq.*) and the Housing Cooperation Law (310 ILCS 15/5b) and the Illinois School Code 105 ILCS 5/34 *et seq.* 

19. <u>Exempt Status.</u> The parties acknowledge that to the extent any of the properties to be conveyed or leased hereunder may be exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, or by lease and that the transferred land may not continue as exempt unless a new exemption application is submitted by the respective transferee and approved by the taxing authorities. CHA acknowledges that the CHA Replacement site is not currently tax exempt and that it will file a tax exemption application with the Cook County Assessor to obtain tax exempt status for the Replacement Site as of the date of the deed to the CHA.

20. <u>Resolution of Disputes</u>. A dispute between the Board and CHA involving the terms and conditions of this Agreement and the Lease, not subject to HUD authority, shall be referred to the CEO of the Board and the CEO of CHA. Either party may give written notice of the dispute to both CEOs, who shall meet within 30 days of notification to resolve the dispute. In the event the CEOs fail to resolve the dispute, each party may then pursue its remedies at law and equity and under the Lease, and shall endeavor to do so within one (1) year of the date of notification of the dispute is given. This provision shall survive the expiration of this Agreement and is hereby incorporated into the Lease and shall be effective until the termination or expiration thereof.

21. <u>Termination</u>. This Agreement shall commence as of the date of execution and shall terminate on February 1, 2027 or, as mutually agreed, (unless sooner terminated in accordance with this Agreement) upon which any contractual responsibilities to the other party shall terminate.

#### [SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement for Land Transfers to be made, executed, and delivered as of the day and year first above written.

Chicago Housing Authority an Illinois municipal corporation

By: Tracey Scott

Chief Executive Officer

The Board of Education of the City of Chicago, Body Politic and Corporate of the State of Illinois

By: \_

Miguel Del Valle President

Attest:

Susan Narrajos Secretary

By:

Pedro Martinez Chief Executive Officer

Approved General Counsel

Ruchi Verma

Board Report No: 22-0928-OP7 Date: September 28, 2022

Extended by BR 23-0125-AR1 #18 Date: January 25, 2023 **IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement for Land Transfers to be made, executed, and delivered as of the day and year first above written.

Chicago Housing Authority an Illinois municipal corporation

By:

Tracey Scott Chief Executive Officer

The Board of Education of the City of Chicago, Body Politic and Corporate of the State of Illinois

Bv:

Miguel Del Valle President

Attest:

Susan Narrajos Secretary

By:

Pedro Martinez Chief Executive Officer

Approved General Counsel

IN Vern

Ruchi Verma

Board Report No: 22-0928-OP7 - ) Date: September 28, 2022

Extended by BR 23-0125-AR1 #18; 23-0322-AR1-I-16 Date: January 25, 2023

#### **EXHIBIT A**

## LEGAL DESCRIPTION OF CHA LAND TO BE LEASED TO THE BOARD OF EDUCATION (Subject to Final Title and Survey)

LOTS 13 TO 36, INCLUSIVE, AND ALSO THE NORTH – SOUTH 15.00 FOOT WIDE VACATED ALLEY LYING BETWEEN SAID LOTS 13 TO 36 INCLUSIVE, ALL IN BLOCK 11 OF UHLICH AND MUHLKE'S ADDITION TO CHICAGO BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PINS:

17-28-227-004-0000 17-28-227-008-0000 17-28-227-003 0000 (Part) 17-28-227-009-0000 (Part)

#### **COMMON ADDRESS:**

2450 S. STATE STREET, CHICAGO, IL Totaling approximately 73,805 SF (1.7 Acres)

## EXHIBIT B LEGAL DESCRIPTION OF CHA REPLACEMENT SITE PROPERTY TO BE CONVEYED DIRECTLY TO THE CHA AS CONSIDERATION FOR THE LEASE (Subject to Final Title and Survey)

LOT 1 AND PRIVATE ALLEY WEST AND ADJOINING IN SALLY M. FOLLANSBEE'S SUBDIVISION OF THE EAST 180.71 FEET OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### and

LOTS 12 THRU 19 IN CHARLES FOLLANSBEE'S SUBDIVIISION OF BLOCK 21 IN CANAL TRUSTEE SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### and

LOTS 1 AND 2 IN FOSTER'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS NOS. 17-27-100-012-0000 17-27-108-006-0000 17-27-108-007-0000 17-27-108-008-0000 17-27-108-009-0000 17-27-108-010-0000 17-27-108-011-0000 17-27-108-012-0000 17-27-108-017-0000

Totaling approximately 85,990 SF, or 1.974 Acres.

#### COMMON ADDRESSES:

2240 S. Wabash and 2300-2332 S. Wabash, Chicago Illinois