

EXHIBIT B

Form of First Amendment to the Intergovernmental Lease Agreement

FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT (this "**First Amendment**") is made on or as of _____, 2024, by and between the CITY OF CHICAGO, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Fleet and Facility Management as successor department to its Department of General Services (together, with any successor department thereto, the "**Department**"), and CHICAGO PARK DISTRICT, an Illinois municipal corporation (the "**Park District**").

RECITALS

WHEREAS, the City is the owner of the real property located at 5801 North Pulaski Road, commonly known as North Park Village, comprised of approximately 151 acres of land bounded by Peterson Avenue on the north, Central Park Avenue on the east, Bryn Mawr Avenue on the south, and Pulaski Road on the west ("**North Park Village**"); and

WHEREAS, North Park Village contains various uses including residential, office, environmental conservation, parks and open space, all as depicted on the site plan attached hereto as **Exhibit A** (the "**Site Plan**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20045, dated October 31, 2000, governing the Park District's use of 24 acres of land within North Park Village depicted on the Site Plan as Peterson Park and legally described on **Exhibit B** attached hereto (such depicted and described land, "**Peterson Park**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20049, dated October 25, 2000, governing the Park District's use of the 1st floor of that certain 14,000 square foot 2-story building with basement located within Peterson Park and depicted as Building J on the Site Plan (such 1st floor, the "**Original Fieldhouse**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20153, dated April 13, 2004, governing the Park District's use of 40.3 acres of land within North Park Village depicted on the Site Plan as the Nature Preserve and legally described on **Exhibit C** attached hereto (such depicted and described land, the "**Nature Preserve**"), a 3,200 square foot building located within the Nature Preserve depicted as Building D on the Site Plan (the "**Nature Center**"), and 11.3 acres of land within North Park Village depicted on the Site Plan as the Nature Study and legally described on **Exhibit D** attached hereto (such depicted and described land, the "**Nature Study**"); and

WHEREAS, Lease No. 20045, Lease No. 20049, and Lease No. 20153 all expired on November 30, 2009, and the Park District continued its occupancy of Peterson Park, the Original Fieldhouse, the Nature Preserve, the Nature Center, and the Nature Study (collectively, the "**Original Premises**") as a holdover tenant on a month-to-month basis; and

WHEREAS, in order to replace expired Leases 20045, 20049, and 20153, the City and the Park District entered into Lease No. 20252, dated May 1, 2010 (the "**Agreement**"), governing the Park District's continued use of the Original Premises as well as the Park District's commencement of use of 4.0 acres of vacant unimproved land lying south of the Nature Preserve depicted on the Site Plan as the Nature Preserve Expansion (such depicted land, the "**Nature Preserve Expansion**"); and

WHEREAS, the Agreement expired on June 30, 2015, and the Park District continues its occupancy of both the Original Premises and the Nature Preserve Expansion as a holdover tenant on a month-to-month basis; and

WHEREAS, the City acknowledges that the Park District has been occupying the basement and 2nd floor of Building J for field house purposes (the "**Fieldhouse Expansion**" and together with the Original Fieldhouse, the "**Peterson Park Fieldhouse**") without the Department's prior written consent, and the City desires to give its consent to such use; and

WHEREAS, the City acknowledges that the Park District has been occupying a shed located behind the Nature Center (the "**Shed**") for storage purposes without the Department's prior written consent, and City desires to give its consent to such use; and

WHEREAS, the City acknowledges that the Park District made alterations, additions and improvements to and has been occupying approximately 3,990 square feet located entirely within the north wing of the 1st floor of that certain administration building located within North Park Village depicted as Building C on the Site Plan (the "**Administration Building**") for office purposes without the Department's prior written consent, and City desires to give its consent to such use, alteration, improvements, and additions; and

WHEREAS, the City acknowledges that the Park District also made alterations, additions and improvements to and has been occupying that certain conference room in the south wing of the Administration Building known as Room 101 for office purposes without the Department's prior written consent, and City desires to give its consent to such use, alteration, improvements, and additions; and

WHEREAS, the 3,990 square feet located entirely within the north wing of the 1st floor of the Administration Building and the conference room in the south wing of the Administration Building known as Room 101 shall be referred to herein as the "**Administration Building Office Space**"; and

WHEREAS, the City acknowledges that Park District has been using that certain 13,500 square foot parking lot depicted as Parking Lot on the Site Map and lying west of that certain engineering/boiler plant depicted as Building K on the Site Plan (the "**Building K Parking Lot**") for parking purposes without the Department's prior written consent, and City desires to give its consent to such use; and

WHEREAS, the Park District desires to amend the Agreement to include the Fieldhouse Expansion, the Shed, the Administration Building Office Space, and the Building K Parking Lot

for the purposes set forth above, and the City has determined those proposed purposes are acceptable; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et. seq.*) authorizes municipalities and other branches of government to collaborate jointly in the efficient and cost-effective delivery of public services; and

WHEREAS, the City and the Park District wish to renew and amend the Agreement to extend the Term of the Agreement, allow the Park District to lease the Fieldhouse Expansion, the Shed, the Administration Building Office Space, and the Building K Parking Lot, approve prior use, alterations, additions and improvements to the Premises (as defined in Section 2(c)(i) herein) and for other purposes as more fully set forth below; and

WHEREAS, on April 10, 2019, the Park District's Board of Commissioners approved an ordinance authorizing the Park District to enter into this First Amendment; and

WHEREAS, on _____, 2024, the City Council of the City (the "**City Council**") approved an ordinance published at page _____ to _____ of the Journal of Proceedings of the City Council authorizing the City to enter into this First Amendment.

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties agree and covenant as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties. All capitalized terms used but not otherwise defined herein shall have the same meanings given to said terms in the Agreement.
2. Amendment of Agreement. The City and the Park District hereby agree to amend the Agreement as follows:
 - a. Department of Fleet and Facilities Management. All references to the Department of General Services in the Agreement shall mean the Department.
 - b. Exhibits. The Agreement is hereby amended by deleting Exhibit A attached thereto, and replacing it with Exhibit A (Site Plan) attached hereto and incorporated herein, and adding Exhibit B (Legal Description of Peterson Park), Exhibit C (Legal Description of Nature Preserve), and Exhibit D (Legal Description of Nature Study) each attached hereto and incorporated herein.
 - c. Grant.
 - i. Section 1.1 is hereby amended by deleting it in its entirety and replacing it with the following:

The City hereby authorizes the Park District to use the following premises as situated in North Park Village: (1) Peterson Park; (2) the Peterson Park Fieldhouse; (3) the Nature Preserve; (4) the Nature Center; (5) the Nature Study; (6) the Nature Preserve Expansion; (7) the Shed; (8) the Administration Building Office Space; and (9) the Building K Parking Lot (collectively, the "Premises"), and Park District hereby accepts use of the Premises.

- ii. Section 1.2 is hereby added and reads as follows:

The City hereby grants its consent to the Park District's prior use and occupation of and the Park District's prior alterations, additions and improvements to the Fieldhouse Expansion, the Shed, the Administration Building Office Space and the Building K Parking Lot. Such consent is retroactively effective with the same force and effect as if such consent was granted on the Effective Date and, therefore, subject to the terms of the Agreement, as amended herein.

- d. Term. Section 2 is hereby amended by removing the stricken language and by adding the following underlined language:

The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate on ~~June 30, 2015~~December 31, 2030, unless sooner terminated as set forth in this Agreement.

- e. Leasehold Taxes. Section 4.3 is hereby amended by adding the following underlined language:

Park District shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Premises on account of this Agreement or Park District's use of the Premises. Park District shall cooperate with City in resolving any leasehold or other tax issues that may arise. Notwithstanding the foregoing, nothing contained herein shall preclude Park District from contesting any charge or tax levied against the Premises. The failure of Park District to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Agreement. If the Park District's contest is unsuccessful, the Park District shall promptly pay any such taxes assessed or levied on the Premises.

- f. Park District's Ethics Ordinance. Section 8.3 is hereby added and reads as follows:

The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, as may be amended from time to time, shall be incorporated into and made part of this Agreement. Notwithstanding the foregoing, nothing in Chapter III of the Park District's Ethics Code is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

- g. Public Officers Prohibited Activities Act. Section 8.4 is hereby added and reads as follows:

This Agreement shall not be legally binding on either Party if entered into in violation of the Public Officer Prohibited Activities Act, 50 ILCS 105/.01 *et seq.* (the “Act”), as the Act may be amended from time to time.

- h. Notices. Section 10.1 is hereby deleted in its entirety and the following substituted:

All notices, demands or requests which may be or are required to be given, demanded or requested by either Party to the other shall be in writing and addressed to the Parties at their respective addresses set forth below by any of the following means: (a) personal service, (b) email, or (c) registered or certified first class mail, postage prepaid, return receipt requested. Any communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon transmission by email, respectively, provided that such email transmission occurs prior to or at 5:00 p.m. on a business day. If such email transmission occurs after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any communication given pursuant to clause (c) shall be deemed received two (2) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

Notice to the City shall be addressed to:

City of Chicago
Department of Fleet and Facility Management
2 North LaSalle - Suite 200
Chicago, Illinois 60602
Attn: Commissioner

with copies addressed to:

Director of North Park Village
Department of Fleet and Facility Management
5801 North Pulaski
Chicago, Illinois 60646

Notice to the Park District shall be to:

General Superintendent
Chicago Park District
4830 S. Western Avenue
Chicago, IL 60609

with a copy to:

General Counsel
Chicago Park District
4830 S. Western Avenue
Chicago, IL 60609

- i. Amendments. Section 10.12 is hereby amended by adding the underlined language as follows:

From time to time, the Parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to Park District's use of the Premises and/or City's administration of this Agreement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein, unless so approved by the City Council. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Park District. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other non-impacted provisions of this Agreement shall otherwise remain in full force and effect.

- j. Grant of Conservation Right in Form of Easement. Section 10.15 is hereby amended by adding the following underlined language and removing the stricken language:

Park District has received a copy of the Grant of Conservation Right in the Form of an Easement dated February 16, 1989, and recorded in the Office of the Clerk of Cook County as document number 89235785, as amended by that certain Amended and Restated Grant of Conservation Right in the Form of an Easement dated October 22, 2020, and recorded in the Office of the Clerk of Cook County as document number 2108934027, and as may be amended thereafter. ~~Tenant~~ Park District acknowledges that the Park District's use of the Premises is currently subject to such agreement's ~~Zone 1, 2, 3, 4, and 7~~ restrictions, as currently amended, and as may be amended from time to time.

- k. Contingent Liability. Section 10.21 is hereby added and reads as follows:

The Parties agree that, in accordance with 70 ILCS 1505/17(i) *et seq.*, any expenditure, but not any performance obligation, beyond the Park District's current fiscal year shall be deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

3. Conflict. In case of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern and control.
4. Ratification and Binding Effect of the Agreement. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

[SIGNATURE PAGES FOLLOWS]

THE PARK DISTRICT'S SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the date first above written.

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By:

Name: _____
General Superintendent and CEO

Attest:

Name: _____
Secretary

THE CITY'S SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the date first above written.

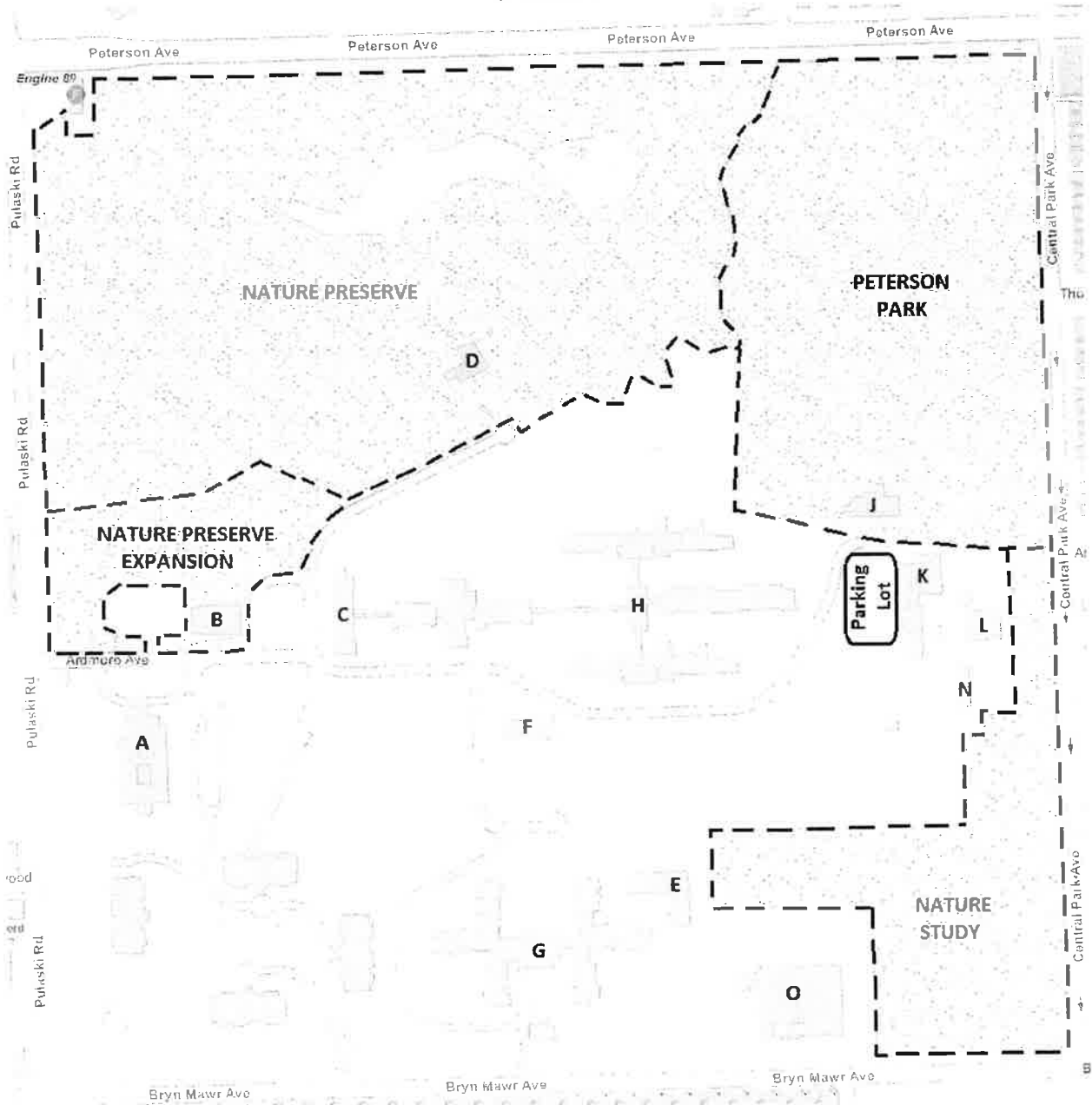
CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Julie Hernandez-Tomlin Department of Fleet and Facility
Management Commissioner

Prepared by:

Grace Wanja
City of Chicago
Department of Law
Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

EXHIBIT A
Site Plan



Map Legend:

- A – Health Center
- B – Gymnastics Center (Not Part of the Nature Preserve Expansion)
- C – Administration Building
- D – Nature Center
- E – Prete Apartments
- F – Chapel
- G – Senate Apartments

- H – North Park Village Apartments
- J – Peterson Park Field House
- K – Engineering / Boiler Plant
- L – Garage
- N – Vacant Building
- O – Northside Learning Center

EXHIBIT B

Legal Description of Peterson Park

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST PETERSON AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 37 MINUTES 24 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 667.81 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 21 SECONDS WEST, 24.69 FEET; THENCE SOUTH 24 DEGREES 54 MINUTES 24 SECONDS WEST, 11.00 FEET; THENCE SOUTH 38 DEGREES 33 MINUTES 22 SECONDS WEST, 20.37 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 41 SECONDS WEST, 30.55 FEET; THENCE SOUTH 36 DEGREES 14 MINUTES 53 SECONDS WEST, 8.16 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 10.86 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 28.98 FEET; THENCE SOUTH 26 DEGREES 37 MINUTES 51 SECONDS WEST, 9.79 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, 30.17 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 39 SECONDS WEST, 10.03 FEET; THENCE SOUTH 51 DEGREES 13 MINUTES 44 SECONDS WEST, 20.01 FEET; THENCE SOUTH 62 DEGREES 31 MINUTES 53 SECONDS WEST, 19.62 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 37 SECONDS WEST, 29.37 FEET; THENCE SOUTH 09 DEGREES 36 MINUTES 44 SECONDS WEST, 20.87 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 49 SECONDS WEST, 18.88 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 23 SECONDS WEST, 9.70 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 48 SECONDS WEST, 11.43 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 23 SECONDS WEST, 20.59 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 06 SECONDS WEST, 10.49 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS WEST, 10.74 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 50 SECONDS WEST, 20.66 FEET; THENCE SOUTH 39 DEGREES 24 MINUTES 40 SECONDS EAST, 52.23 FEET; THENCE SOUTH 16 DEGREES 31 MINUTES 24 SECONDS EAST, 99.62 FEET; THENCE SOUTH 19 DEGREES 43 MINUTES 23 SECONDS EAST, 19.19 FEET; THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, 9.98 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST, 9.91 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 20 SECONDS WEST, 9.23 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 08 SECONDS WEST, 9.77 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 36 SECONDS WEST, 61.69 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 27 SECONDS WEST, 20.35 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 12 SECONDS WEST, 31.11 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 33 SECONDS EAST, 83.24 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 15 SECONDS EAST, 10.99 FEET; THENCE SOUTH 34 DEGREES 24 MINUTES 51 SECONDS EAST, 29.07 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST, 10.02 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 29 SECONDS EAST, 19.66 FEET; THENCE SOUTH 01 DEGREE 15 MINUTES 36

SECONDS WEST, 25.52 FEET; THENCE SOUTH 01 DEGREE 25 MINUTES 44 SECONDS WEST, 195.05 FEET; THENCE SOUTH 01 DEGREE 48 MINUTES 41 SECONDS EAST, 98.40 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST, 93.82 FEET; THENCE SOUTH 79 DEGREES 35 MINUTES 48 SECONDS EAST, 206.75 FEET; THENCE SOUTH 82 DEGREES 31 MINUTES 29 SECONDS EAST, 326.99 FEET; THENCE SOUTH 78 DEGREES 45 MINUTES 33 SECONDS EAST, 119.43 FEET; THENCE SOUTH 80 DEGREES 49 MINUTES 59 SECONDS EAST, 21.12 FEET; THENCE SOUTH 84 DEGREES 40 MINUTES 44 SECONDS EAST, 18.47 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 41.17 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 32 SECONDS EAST, 90.36 FEET TO SAID WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE NORTH 01 DEGREE 39 MINUTES 21 SECONDS WEST, 1269.99 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 22.570 ACRES, MORE OR LESS.

PIN: 13-02-300-010-0000 (partial)

EXHIBIT C

Legal Description of Nature Preserve

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH PULASKI ROAD, SAID POINT BEING 1164.48 FEET SOUTH FROM THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE NORTH 01 DEGREE 32 MINUTES 01 SECOND WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID EAST LINE, 1030.28 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 35 SECONDS EAST, 96.17 FEET; THENCE SOUTH 01 DEGREE 32 MINUTES 41 SECONDS EAST, 55.00 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 17 SECONDS EAST, 70.00 FEET; THENCE NORTH 01 DEGREE 32 MINUTES 41 SECONDS WEST, 146.09 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 24 SECONDS EAST, 1758.93 FEET; THENCE SOUTH 04 DEGREES 33 MINUTES 21 SECONDS WEST, 24.69 FEET; THENCE SOUTH 24 DEGREES 54 MINUTES 24 SECONDS WEST, 11.00 FEET; THENCE SOUTH 38 DEGREES 33 MINUTES 22 SECONDS WEST, 20.37 FEET; THENCE SOUTH 31 DEGREES 22 MINUTES 41 SECONDS WEST, 30.55 FEET; THENCE SOUTH 36 DEGREES 14 MINUTES 53 SECONDS WEST, 8.16 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 15 SECONDS WEST, 10.86 FEET; THENCE SOUTH 29 DEGREES 41 MINUTES 14 SECONDS WEST, 28.98 FEET; THENCE SOUTH 26 DEGREES 37 MINUTES 51 SECONDS WEST, 9.79 FEET; THENCE SOUTH 24 DEGREES 25 MINUTES 18 SECONDS WEST, 30.17 FEET; THENCE SOUTH 30 DEGREES 59 MINUTES 39 SECONDS WEST, 10.03 FEET; THENCE SOUTH 51 DEGREES 13 MINUTES 44 SECONDS WEST, 20.01 FEET; THENCE SOUTH 62 DEGREES 31 MINUTES 53 SECONDS WEST, 19.62 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 37 SECONDS WEST, 29.37 FEET; THENCE SOUTH 09 DEGREES 36 MINUTES 44 SECONDS WEST, 20.87 FEET; THENCE SOUTH 17 DEGREES 56 MINUTES 49 SECONDS WEST, 18.88 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 23 SECONDS WEST, 9.70 FEET; THENCE SOUTH 34 DEGREES 26 MINUTES 48 SECONDS WEST, 11.43 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 23 SECONDS WEST, 20.59 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 06 SECONDS WEST, 10.49 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 28 SECONDS WEST, 10.74 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 50 SECONDS WEST, 20.66 FEET; THENCE SOUTH 39 DEGREES 24 MINUTES 40 SECONDS EAST, 52.23 FEET; THENCE SOUTH 16 DEGREES 31 MINUTES 24 SECONDS EAST, 99.62 FEET; THENCE SOUTH 19 DEGREES 43 MINUTES 23 SECONDS EAST, 19.19 FEET; THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, 9.98 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 15 SECONDS WEST, 9.91 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 20 SECONDS WEST, 9.23 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 08 SECONDS WEST, 9.77 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 36 SECONDS WEST, 61.69 FEET; THENCE SOUTH 06 DEGREES 50 MINUTES 27 SECONDS WEST, 20.35 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 12 SECONDS WEST, 31.11 FEET; THENCE SOUTH 03 DEGREES 23 MINUTES 33 SECONDS EAST, 83.24 FEET; THENCE SOUTH 24 DEGREES 33 MINUTES 15 SECONDS EAST, 10.99 FEET; THENCE SOUTH 34 DEGREES 24 MINUTES 51 SECONDS EAST, 29.07 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST, 10.02 FEET; THENCE SOUTH 54 DEGREES 09 MINUTES 29 SECONDS EAST, 19.66 FEET; THENCE SOUTH 01 DEGREE 15 MINUTES 36 SECONDS WEST, 25.52 FEET; THENCE NORTH 76 DEGREES 08 MINUTES 30 SECONDS WEST, 8.10 FEET; THENCE NORTH 83 DEGREES 21 MINUTES 41

SECONDS WEST, 7.56 FEET; THENCE SOUTH 75 DEGREES 38 MINUTES 52 SECONDS WEST, 10.04 FEET; THENCE SOUTH 70 DEGREES 35 MINUTES 41 SECONDS WEST, 29.88 FEET; THENCE SOUTH 67 DEGREES 02 MINUTES 27 SECONDS WEST, 10.24 FEET; THENCE SOUTH 62 DEGREES 24 MINUTES 00 SECONDS WEST, 9.61 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 15 SECONDS WEST, 30.21 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 11 SECONDS WEST, 9.65 FEET; THENCE SOUTH 81 DEGREES 45 MINUTES 45 SECONDS WEST, 9.81 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 40 SECONDS WEST, 10.05 FEET; THENCE NORTH 75 DEGREES 04 MINUTES 50 SECONDS WEST, 19.55 FEET; THENCE NORTH 79 DEGREES 41 MINUTES 32 SECONDS WEST, 10.26 FEET; THENCE SOUTH 84 DEGREES 36 MINUTES 56 SECONDS WEST, 10.24 FEET; THENCE SOUTH 68 DEGREES 40 MINUTES 35 SECONDS WEST, 10.30 FEET; THENCE SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, 9.52 FEET; THENCE SOUTH 18 DEGREES 07 MINUTES 35 SECONDS WEST, 10.33 FEET; THENCE SOUTH 08 DEGREES 04 MINUTES 06 SECONDS WEST, 9.33 FEET; THENCE SOUTH 08 DEGREES 48 MINUTES 44 SECONDS EAST, 10.21 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 54 SECONDS EAST, 20.17 FEET; THENCE SOUTH 10 DEGREES 54 MINUTES 38 SECONDS WEST, 10.41 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 30 SECONDS WEST, 10.53 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 02 SECONDS WEST, 8.77 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 10 SECONDS WEST, 9.33 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 53 SECONDS WEST, 10.67 FEET; THENCE SOUTH 78 DEGREES 32 MINUTES 36 SECONDS WEST, 9.52 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 47 SECONDS WEST, 9.97 FEET; THENCE NORTH 78 DEGREES 10 MINUTES 23 SECONDS WEST, 19.98 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 57 SECONDS WEST, 9.50 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 40 SECONDS WEST, 10.32 FEET; THENCE SOUTH 31 DEGREES 37 MINUTES 40 SECONDS WEST, 9.74 FEET; THENCE SOUTH 20 DEGREES 06 MINUTES 57 SECONDS WEST, 10.61 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 07 SECONDS WEST, 9.20 FEET; THENCE SOUTH 62 DEGREES 03 MINUTES 48 SECONDS WEST, 10.38 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 54 SECONDS WEST, 9.42 FEET; THENCE NORTH 78 DEGREES 19 MINUTES 57 SECONDS WEST, 9.13 FEET; THENCE NORTH 67 DEGREES 55 MINUTES 44 SECONDS WEST, 40.39 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 47 SECONDS WEST, 20.00 FEET; THENCE NORTH 59 DEGREES 42 MINUTES 57 SECONDS WEST, 39.40 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES 32 SECONDS WEST, 187.40 FEET; THENCE NORTH 20 DEGREES 15 MINUTES 02 SECONDS WEST, 53.39 FEET; THENCE SOUTH 62 DEGREES 08 MINUTES 21 SECONDS WEST, 505.23 FEET; THENCE NORTH 72 DEGREES 34 MINUTES 51 SECONDS WEST, 197.17 FEET; THENCE SOUTH 64 DEGREES 13 MINUTES 09 SECONDS WEST, 132.28 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 49 SECONDS WEST, 96.10 FEET; THENCE SOUTH 68 DEGREES 56 MINUTES 10 SECONDS WEST, 19.84 FEET; THENCE SOUTH 73 DEGREES 27 MINUTES 13 SECONDS WEST, 9.86 FEET; THENCE SOUTH 84 DEGREES 43 MINUTES 02 SECONDS WEST, 19.40 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 12 SECONDS WEST, 16.07 FEET; THENCE SOUTH 86 DEGREES 44 MINUTES 16 SECONDS WEST, 284.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 40.738 ACRES, MORE OR LESS.

PIN: 13-02-300-010-0000 (partial)

EXHIBIT D

Legal Description of Nature Study

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER GRANT OF CONSERVATION EASEMENT RECORDED MAY 24, 1989 AS DOCUMENT 89-235785, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST BRYN MAWR AVENUE WITH THE WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 05 SECONDS WEST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID NORTH LINE, 507.20 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 383.58 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 18 SECONDS WEST, 400.00 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 41 SECONDS WEST, 200.00 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 18 SECONDS EAST, 645.73 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 232.77 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 16 SECONDS EAST, 44.22 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 44 SECONDS WEST, 53.23 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 16 SECONDS EAST, 94.97 FEET; THENCE NORTH 01 DEGREE 43 MINUTES 00 SECONDS WEST, 416.67 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 31.10 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 32 SECONDS EAST, 90.36 FEET TO SAID WEST LINE OF NORTH CENTRAL PARK AVENUE; THENCE SOUTH 01 DEGREE 39 MINUTES 21 SECONDS EAST ALONG SAID WEST LINE, 1289.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11.452 ACRES, MORE OR LESS.

PIN: 13-02-300-010-0000 (partial)