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08/27/01 14:32:00 Page 1 of 17  
2000-10-20 16:26:22  
Cook County Recorder 53.50

This document prepared by and upon recording to be returned to :

John D. McDonough  
Spec. Asst. Corp. Cnsl.  
30 North LaSalle Street  
Room 1610  
Chicago, Illinois 60602



Above space for Recorder's Use Only

**RECIPROCAL EASEMENT AGREEMENT**

This Reciprocal Easement Agreement (the "Agreement") is made as of this 20<sup>th</sup> day of October, 2000, by and between **Prairie Place Condominium Association**, an Illinois not for profit corporation ("Prairie") and the **City of Chicago**, an Illinois home rule municipal corporation (the "City").

Recitals:

A. Prairie is the owner of a portion of the common elements of a residential project known as Prairie Place which is located on certain real property more particularly described on Exhibit A attached hereto (the "Development Parcel"). Prairie owns certain improvements within and upon the Development Parcel (the "Development Improvements"). A portion of the Development Parcel more particularly described on Exhibit B attached hereto (the "Permanent Easement Area") is located within the proposed limited vehicular access road to be built in connection with the Chicago Lakefront Busway Project which is intended to provide transportation service to McCormick Place and other Chicago Lakefront destinations (the "Project"). The property upon which the Project will be located is referred to herein as the "Project Area".

B. The City intends to construct and install certain facilities described in Exhibit C (the "Project Facilities") within the Permanent Easement Area which are necessary or appropriate in connection with the Project.

C. The City has entered into that certain City Busway Agreement (the "City Busway Agreement") dated January 25, 2000 (the text of such agreement is published in the Journal of Proceedings of the City Council, November 11, 1989, at pages 20144-20190, as amended on July 19, 2000, at pages 38120 - 38124), with the Commuter Rail Division of the Regional Transportation Authority ("Metra") which provides for, among other matters, the City's construction of a portion of the Project Facilities on real property owned by Metra.

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D. Prairie desires to 1) grant the City a permanent easement over the Permanent Easement Area for the uses and purposes hereinafter set forth; and 2) use a portion of the Project property for the construction and maintenance of the Development Improvements as provided herein.

E. The City desires to: 1) grant Prairie the Construction and Maintenance Easement described herein for the uses and purposes hereinafter set forth; and 2) use the Permanent Easement Area for the uses and purposes hereinafter set forth.

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Prairie and the City covenant and agree as follows:

### 1. Prairie Grant of Permanent Easement

a. Prairie hereby grants and conveys to the City a permanent easement (the "Permanent Easement") in, on, over, under, through and across the Permanent Easement Area for the installation, construction, use, inspection, maintenance, repair, rehabilitation, replacement, and removal of the Project Facilities subject to the terms and conditions of this Agreement and all covenants, conditions, easements, restrictions and other matters of record affecting title to the Permanent Easement Area, including, to the extent applicable, the Reciprocal Easement Agreement for Central Station and Weldon Yards dated March 1, 1996, and recorded as Document No. 96189122 (the "Original Metra Easement") as amended by Grant of Easement and Amendment dated August 8, 1997, and recorded as Document No. 97753747 (jointly, the "Metra Easement Agreement").

b. Subject to the provisions of this Agreement, including, without limitation, Prairie's reserved rights, the City, and those authorized to use the Busway pursuant to the City Busway Agreement, shall have the right to use the Permanent Easement Area solely for the uses authorized by the City Busway Agreement.

### 2. City Grant of Construction Easement and Maintenance Easement

a. The City hereby grants and conveys to Prairie, its successors and assigns, as a right appurtenant to the Development Parcel, a non-exclusive, permanent easement (the "Construction and Maintenance Easement") in, on, over, under, through and across the Project Area (but not including the pedestrian bridge facilities) to use such area for the installation, inspection, construction, rehabilitation, repair, replacement, removal, protection and maintenance of the Development Improvements together with all reasonable rights of ingress and egress, subject to the City Busway Agreement, including Section 3 thereof, and in accordance with the terms and conditions of this Agreement.

b. The Construction and Maintenance Easement shall only be used by Prairie for the installation, inspection, construction, rehabilitation, repair, replacement, removal, protection and maintenance of the Development Improvements that abut the Project Area. Except in

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case of emergency related to injury to persons or damage of property, Prairie shall give the City not less than ten (10) days written notice of any entry upon the Project Area. Such notice shall be accompanied by a specific description of the activities to be performed upon the Project Area. In connection with such activities, Prairie may erect scaffolding and use the Project Area for temporary material storage. Prairie shall not cause or permit any parking of any vehicle on the Project nor shall it allow more than one (1) lane of the busway to be blocked except for those periods that are necessary for the delivery and set up of scaffolding, materials, equipment and other items necessary and appropriate for the permitted installation, inspection, construction, rehabilitation, repair, replacement, removal, protection and maintenance. No Prairie activities, including vehicular access, shall be on any portion of the Project Area lying north of the north line of 14<sup>th</sup> Street extended east or south of the south line of 16<sup>th</sup> Street extended east.

c. Prairie holds certain rights in property owned by Metra pursuant to Section 3.4 of the Original Metra Easement. Prairie hereby agrees to exercise those rights subject to the requirements and limitations prescribed for the Construction and Maintenance Easement granted in this Section 2. In addition, Prairie agrees that it will not cause any utility to be located within the Project Area, except for those Metra utilities permitted by the Metra Easement Agreement and those utilities, including Metra's utilities, that are currently located on such property on the date of this Agreement.

d. Prairie shall comply at all times with the terms and conditions of the approval given by Metra for the use of the Project Area. Prairie shall not intentionally damage or disassemble or undertake any activity reasonably expected to damage or disassemble any portion of the Project without the written consent of the City, MPEA and Metra. To the extent of its activities and work on the Project Area, Prairie shall be solely responsible for undertaking all protection of the Project, the real and personal property of Metra, MPEA and the City and the equipment and facilities of Prairie. Prairie shall take all necessary measures to restrict access to Metra's property and the Project Area from the Development Parcel, except to the extent necessary to undertake and complete Prairie's work. Prairie shall take all precautions necessary to avoid injury to any person.

### 3. Prairie's Reserved Rights

Prairie retains the right to use, at any time, the sidewalk portions of the Permanent Easement Area for emergency pedestrian access to and from the Development Improvements. Prairie also retains the right to use and occupy the Permanent Easement Area for purposes of the installation, inspection, construction, rehabilitation, repair, replacement, removal, protection and maintenance of the Development Improvements, but subject to and only in accordance with the provisions of this Agreement, including Sections 2 and 4. Prairie agrees that it will not cause or permit any utility to be located within the Permanent Easement Area.

### 4. Coordination of the City and Prairie's Activities

a. The City and Prairie acknowledge that both parties have a need to use and occupy the Permanent Easement Area and the Project Area for the construction, installation,

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maintenance, use, repair and replacement of each party's respective improvements. The City and Prairie agree to cooperate and use reasonable efforts to coordinate their respective activity to minimize conflict in the use of such areas. Specifically, however, the parties agree to coordinate their activities in accordance with this Section 4.

b. Prairie shall only use or occupy the Permanent Easement Area and the Project Area in accordance with this Section 4(b). On December 1st of each year, Prairie or its successor in interest shall deliver to the City a list of those days in which it desires to perform work upon the Permanent Easement Area and/or the Project Area. To the extent that such days do not coincide with days on which the City intends to use the Busway, the City will make reasonable efforts to cause such days to be designated as Event Days in accordance with the City Busway Agreement, and upon such designation, Prairie may use the Project on such days in accordance with this Agreement. In the event of conflicts, either with the City's proposed use of the Busway, or with Event Days or MPEA Days or Exclusive Days as defined in the City Busway Agreement, the City and Prairie agree to meet promptly and consult in good faith to arrive at a reasonable schedule that will to the greatest extent feasible, allow the City's proposed use of the Busway and the use by Prairie of the Construction and Maintenance Easement and the Project Area. The City and Prairie shall meet regularly to determine additional days during the year that Prairie may use the aforesaid easements. To the extent that such days do not coincide with days on which the City intends to use the Busway, the City will make reasonable efforts to cause such days to be designated as Event Days in accordance with the City Busway Agreement, and upon such designation, Prairie may use the Project on such days in accordance with this Agreement. In the event of conflicts, either with the City's proposed use of the Busway, or with Event Days or MPEA Days or Exclusive Days as defined in the City Busway Agreement, the City and Prairie agree to meet promptly and consult in good faith to arrive at a reasonable schedule that will to the greatest extent feasible, allow the City's proposed use of the Busway and the use by Prairie of the Construction and Maintenance Easement and the Project Area.

## 5. City's and Prairie's Work

The City and Prairie agree that their respective work will be completed in a good and workmanlike manner in accordance with all applicable laws. Upon completion of its work, Prairie shall cause the Project and the Project Area to be restored to the extent that it has been altered or disturbed by Prairie, its agents, contractors, or employees. The City and Prairie shall each cause their respective contractors or other representatives to remove and dispose of, in accordance with applicable laws, any materials, including but not limited to hazardous or other regulated materials, and all equipment which have been brought or deposited upon the Permanent Easement Area and the Project Area.

## 6. Busway Terms and Conditions.

The easements granted herein to the City are granted upon the following terms and conditions:

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- a. The City agrees that it will not allow or permit any vehicle using the Project pursuant to the City's or MPEA's authority under the City Busway Agreement to park or idle in the Permanent Easement Area or in the portion of the Project lying between the north and south lines of the Development Parcel extended easterly, except to the extent necessary or appropriate in connection with the City's or MPEA's construction or maintenance activities, or except in the event of an emergency; provided, however, that nothing in this Section 6.a is intended to govern Metra's use of the Project or other property owned or controlled by Metra.
- b. All lighting installed in the areas of the Project adjacent to the Development Parcel shall contain shades which prevent light from shining upward or westerly into residential units located or to be located on the Development Parcel.
- c. Concurrently with recordation of this Easement, Prairie shall file an application with the Cook County Assessor to make the Permanent Easement a separate tax parcel. The City will cooperate with such application as well as any reassessment procedure undertaken by Prairie to reduce the assessed valuation of the Permanent Easement Area.
- d. During the term of this Agreement, the City shall be responsible for repair, maintenance and replacement of Project Facilities located in the Permanent Easement Area and shall keep the same in a clean, sightly and safe condition in compliance with all applicable federal, estate and local zoning and other ordinances, statutes, guidelines, requirements and regulations. All maintenance, repair and replacement of improvements in the Permanent Easement Area shall be made so as to interfere as little as practicable with residents of the Development Parcel. Except in the case of an emergency or as required by Metra, the City shall not allow or permit repairs, or replacements of the Project Facilities between the hours of 8:00 p.m. and 7:00 a.m., and will make reasonable efforts to schedule such work on non-holiday weekdays. Nothing herein shall be construed to obligate the City to shovel or plow snow from the Permanent Easement Area or the Project Area.
- e. The stormwater runoff system for the Project shall be constructed and maintained in such a manner as to not cause any stormwater originating on and running from the Project to travel onto the Development Parcel. During the term of any easement granted hereby, the City shall maintain, at its sole cost and expense, said stormwater runoff system in a clean, sightly and safe condition and shall promptly repair any damage to the Development Parcel arising out of or as a result of stormwater originating on and running from the Project to or through the Development Parcel.

## 7. Insurance

- a. Prior to the entry of any City contractor onto the Permanent Easement Area in connection with the construction, maintenance, repair, alteration or replacement of the Project Facilities, the City shall cause such parties to add Prairie and its successors or assigns as an additional insured (on a primary, non-contributory basis) on a commercial general liability insurance policy with limits in the amount of not less than \$2,000,000 per

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occurrence and the City shall deliver or cause to be delivered to Prairie certificates of insurance for such coverages or such other evidence that is reasonably acceptable to Prairie.

b. Prior to the entry onto the Project Area pursuant to the Construction and Maintenance Easement, Prairie shall provide evidence, reasonably satisfactory to the City Risk Manager, that it has added the City, Metra and MPEA as additional insureds (on a primary, non-contributory basis) on Prairie's commercial general liability policy with limits in the amount of not less than \$2,000,000 per occurrence and has required evidence of the same insurance coverage from each of Prairie's contractors, agents, engineers, surveyors, consultants or other representatives whose acts are not covered as employees or officers under the policy or policies of insurance provided by Prairie. The requirements of this Paragraph 7(b) including the coverage and limits, may be reasonably adjusted by the City Risk Manager.

## 8. Indemnification

a. The City agrees to indemnify, defend and hold Prairie harmless from all claims, causes of action, suits, damages or demands for any violations of applicable environmental laws or regulations or for injuries to persons or property arising or resulting directly from any activity of the City or its agents, contractors, consultants, employees, representatives, licensees or invitees on the Permanent Easement Area, or arising or resulting directly from the construction, maintenance, repair and use, of the Project Facilities and any easements granted herein, except to the extent that such arises from the negligent, willful and wanton or intentionally tortious conduct of Prairie, its agents, employees, successors or assigns, provided, however, such indemnification shall not apply to liability arising out of environmental conditions on the Development Parcel to the extent not caused or exacerbated by the City or its agents, employees and subcontractors.

b. Prairie agrees to indemnify, defend and hold the City, Metra and MPEA harmless from all claims, causes of action, suits, damages or demands for any violations of applicable environmental laws or regulations or for injuries to persons or property arising or resulting directly from any activities conducted by or on behalf of Prairie upon the Construction and Maintenance Easement Area or the Project, except to the extent that such arises from the negligent, willful and wanton or intentionally tortious conduct of the City, Metra, the MPEA, and their respective agents, employees, successors or assigns, provided, however, such indemnification shall not apply to liability arising out of environmental conditions on the Construction and Maintenance Easement Area to the extent not caused or exacerbated by Prairie or its agents, employees and subcontractors.

## 9. Notices.

Each notice, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly received (i) when delivered personally during normal business hours, or (ii) three days after deposit in any main or branch United States post office certified or registered mail, postage prepaid, return receipt requested, and in each case addressed as follows:

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a. If to the City:

Commissioner of Transportation  
30 North LaSalle Street  
Suite 1100  
Chicago, Illinois 60602

With copies to:

Metropolitan Pier and Exposition Authority  
2301 South Prairie Avenue  
Chicago, Illinois 60616  
Attention: General Counsel

And

Corporation Counsel  
Room 600 City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

b. If to Prairie:

Prairie Place Condominium Association  
c/o MCL Companies  
455 E. Illinois Street  
Chicago, IL 60611

with a copy to:

Schiff Hardin & Waite  
6600 Sears Tower  
Chicago, IL 6060  
Attn: David A. Grossberg, Esq.

Either party may change the addressee or address noted above to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

## 10. Representations

a. Prairie represents to the City that Prairie is authorized to grant the easement and make the covenants set forth herein.

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b. The City represents to Prairie that (i) the City will not exercise its rights under this Agreement unless and until it has duly executed the City Busway Agreement with Metra sufficient to effect the Construction and Maintenance Easement and (ii) this Agreement has been authorized by ordinance approved by the City Council on December 2, 1998 (C.J. pp. 86408-86431).

## 11. Force Majeure.

With respect to this Agreement, no party shall be considered in breach of its obligations with respect to the commencement or completion of any obligation to install, construct, operate, inspect, maintain, repair, replace, reconstruct or remove to the extent of a delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, delays or halts in construction which are compelled by court order, or caused by acts of God, acts of the public enemy, acts of the United States government, acts of another party or the other parties, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays or contractors of subcontractors due to any such cause. The time for the performance of the obligations shall be extended only for the period of the delay, if the obligated party notifies the other party in writing within five (5) days after the beginning or its discovery of any such delay, whichever comes later. This provision shall not apply to the obligations to defend, indemnify, and hold harmless set forth above.

## 12. Miscellaneous

a. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

b. All of the benefits and burdens herein contained shall, subject to the provisions of this Agreement, run with the land and are binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

c. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

d. The provisions and definitions of the Recitals set forth above and the exhibits attached hereto are, by this reference, incorporated as if they had been fully set forth herein.

e. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

f. Wherever there occurs a transfer of ownership of the Permanent Easement Area or the Maintenance and Construction Easement Area, liability of the transferor for breach of



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covenants occurring thereafter automatically terminates except with respect to the obligation to indemnify for injuries to persons or property occurring prior to such transfer and except that the grantor remains liable for breaches of representations set forth in Section 10, above.

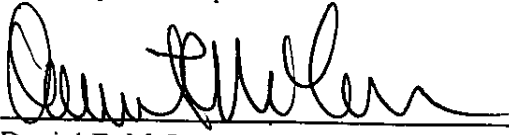
**\*\* SIGNATURES BEGIN ON THE FOLLOWING PAGE \*\***

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IN WITNESS WHEREOF, Prairie and the City have caused this Easement Agreement to be duly executed and attested as of the dates shown below.


**PRAIRIE PLACE CONDOMINIUM ASSOCIATION, an**  
Illinois not for profit corporation

By:   
Daniel E. McLean  
Its: President

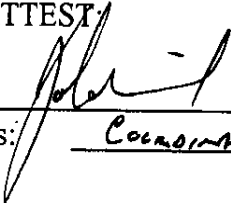
ATTEST

By:   
Its: Secretary

**CITY OF CHICAGO**

By:  Date: 10-20-00  
Commissioner of Transportation


ATTEST

  
Its: Coordinating Engineer

## JOINDER OF METRA

The Commuter Rail Division of the Regional Transportation Authority ("Metra") joins in this Agreement for the sole purpose of consenting to the easements granted herein which affect property which is owned by Metra or over which Metra has existing easement rights.

**COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY**

By:   
Its: Executive Director

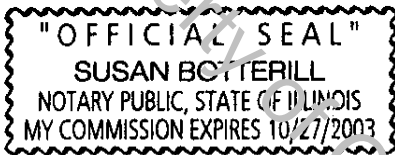
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel E. McLean, the President and MARILYN WALSH, the Secretary of Prairie Place Condominium Association, an Illinois not for profit corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of OCTOBER, 2000.



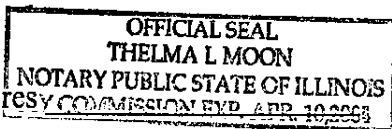
Susan Botterill  
Notary Public

My commission expires 10-27-03

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Judith C. Rice, personally known to me to be the Commissioner of Transportation of the City of Chicago, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner he signed and delivered the said instrument, as Commissioner aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20<sup>th</sup> day of October, 2000.



Thelma L. Moon  
Notary Public

My commission expires

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EXHIBIT A

THE DEVELOPMENT PARCEL

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Lots 1 and 2 in Prairie Place Townhomes Subdivision in the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, (except that part of said Lot 2 falling in the following described property: commencing on the South line of Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, at the intersection of said South line with the West right of way line of the Commuter Rail Division of the Regional Transportation Authority (being a line 400.00 feet East from and parallel with the West line of South Michigan Avenue, as established in said Section 15) and running Thence North  $00^{\circ} 00' 23''$  East along said line, a distance of 233.00 feet to an intersection with the South line of Lake Park Place (East 11<sup>th</sup> Place); Thence North  $89^{\circ} 55' 25''$  East along the Eastward extension of said South line of Lake Park Place, a distance of 234.71 feet to an intersection with a line which is 270.00 feet (measured perpendicularly) Westerly from and parallel with the Easterly right of way line of the Illinois Central Railroad, as said Easterly line was established by Ordinance of the City of Chicago passed July 21, 1919; Thence South  $16^{\circ} 20' 59''$  East along said parallel line a distance of 242.72 feet to a point on the South line of said Fractional Section 15, which is 303.06 feet, measured along said line, East from the West line of said right of way; Thence continuing South  $16^{\circ} 20' 59''$  East a distance of 520.54 feet; Thence South  $11^{\circ} 35' 59''$  East a distance of 1062.99 feet to the point of beginning; Thence Southeasterly 199.83 feet along the arc of a curve convex Westerly with a radius of 1464.69 feet (the chord of said arc bearing South  $04^{\circ} 30' 22''$  East 199.68 feet); Thence South  $08^{\circ} 24' 46''$  East 123.22 feet; Thence South  $89^{\circ} 58' 41''$  East 22.01 feet; Thence North  $09^{\circ} 50' 59''$  West 325.76 feet to the point of beginning), in Cook County, Illinois.

**ALSO**

That part of the Northwest Fractional Quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: commencing on the South line of Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, at the intersection of said South line with the West right of way line of the Commuter Rail Division of the Regional Transportation Authority (being a line 400.00 feet East from and parallel with the West line of South Michigan Avenue, as established in said Section 15) and running Thence North  $00^{\circ} 00' 23''$  East along said line, a distance of 233.00 feet to an intersection with the South line of Lake Park Place (East 11<sup>th</sup> Place); Thence North  $89^{\circ} 55' 25''$  East along the Eastward extension of said South line of Lake Park Place, a distance of 234.71 feet to an intersection with a line which is 270.00 feet (measured perpendicularly) Westerly from and parallel with the Easterly right of way line of the Illinois Central Railroad, as said Easterly line was established by Ordinance of the City of Chicago passed July 21, 1919; Thence South  $16^{\circ} 20' 59''$  East along said parallel line a distance of 242.72 feet to a point on the South line of said Fractional Section 15, which is 303.06 feet, measured along said line, East from the West line of said right of way; Thence continuing South  $16^{\circ} 20' 59''$  East a distance of 584.64 feet to the point of beginning; Thence continuing South  $16^{\circ} 20' 59''$  East 45.90 feet; Thence South  $11^{\circ} 35' 59''$  East 1062.99 feet; Thence Northerly  $9.75''$  feet along the arc of a curve convex to the West with a radius of 1464.69 feet (the chord of said arc bearing North  $00^{\circ} 24' 25''$  East 9.75 feet); Thence North  $00^{\circ} 13' 00''$  West 165.79 feet; Thence Northwesterly 150.73 feet along the arc of a curve convex to the East with a radius of 1400.69 feet (the chord of said arc bearing North  $03^{\circ} 17' 56''$  West) 150.65 feet; Thence North  $06^{\circ} 22' 54''$  West 320.72 feet; Thence Northwesterly 449.30 feet along the arc of a curve convex to the East with a radius of 2832.93 feet (the chord of said arc bearing North  $10^{\circ} 55' 31''$  West) 448.83 feet; Thence South  $89^{\circ} 58' 42''$  West 96.58 feet to the point of beginning, (except therefrom that part lying North of the Easterly extension of the North line of Prairie Place Townhomes Subdivision in the Northwest Fractional Quarter of said Section 22), in Cook County, Illinois.

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## EXHIBIT B

### THE PERMANENT EASEMENT AREA

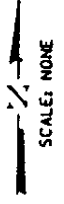
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SHEET 1 OF 1  
8/24/00

AV.



**TENG**  
FOR A COMPLETE LIST OF SERVICES  
AND A DESCRIPTION OF OUR WORK  
CONTACT US AT: 312.261.1000  
WWW.TENG-CAD.COM

**EXHIBIT B**

PERMANENT EASEMENT  
BUSWAY RIGHT OF WAY  
( PRAIRIE PLACE CONDOMINIUM ASSOCIATION )

AV.

LOT 1

LOT 2

S. PRAIRIE

PARCEL 10-B PE  
AREA: 626 SQ. FT.  
0.0144 ACRE

E. 15th ST.

E. 14th ST.

S. INDIANA

R 498.70' 1357.41'  
R 623.70' 613.90'

PROPOSED BUSWAY

N 00° 20' 17" W  
620.00'

ALL RIGHTS RESERVED  
NO PART OF THIS DOCUMENT  
MAY BE REPRODUCED OR  
TRANSMITTED IN ANY FORM  
OR BY ANY MEANS, ELECTRONIC  
OR MECHANICAL, INCLUDING  
PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION  
SYSTEM WITHOUT PERMISSION  
IN WRITING FROM THE  
PROPERTY SURVEYOR

1.11 ACRES  
0.0255  
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Legal description for Permanent Easement  
From Prairie Place Condominium Association  
To the City of Chicago  
Lakefront Busway Project  
CDOT Proj.No. B-9-305B, August 24, 2000  
PARCEL NO. 10-B PE

THAT PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF PARCEL "I" AS DESCRIBED IN EXHIBIT "A" OF TRUSTEES DEED RECORDED ON AUGUST 27, 1998 AS DOCUMENT 98757534; THENCE SOUTH 88 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL "I", A DISTANCE OF 3.50 FEET; THENCE NORTH 01 DEGREE 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 16.56 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 19 SECONDS WEST, A DISTANCE OF 2.69 FEET; THENCE NORTH 01 DEGREE 28 MINUTES 16 SECONDS WEST, A DISTANCE OF 92.09 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 56 SECONDS WEST, A DISTANCE OF 48.54 FEET TO A POINT ON THE EASTERLY LINE OF THE EXCEPTION TO PARCEL "B" AS DESCRIBED IN RECORD DOCUMENT NO. 98192512, RECORDED MARCH 11, 1998; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1400.69 FEET AND CHORD BEARING OF SOUTH 04 DEGREES 26 MINUTES 30 SECONDS EAST, AN ARC DISTANCE OF 133.42 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 39 SECONDS EAST, A DISTANCE OF 23.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 626 SQUARE FEET (0.0144 ACRE) OF LAND, MORE OR LESS.

PIN NOS: 17-22-110-016; 17-22-110-018

00826529

Cook County Clerk's Office



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## EXHIBIT C

### PROJECT FACILITIES

The City of Chicago will construct the following items within the permanent easement area as part of the Busway Project: roadway pavement and appurtenances, roadway signage, curb and gutter, sidewalk, light poles and electrical conduit, and catch basins.

mcl-agt8a.wpd

Property of Cook County Clerk's Office

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