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2000-11-27 12:43:13

Cook County Recorder

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This instrument prepared by and after recording return to:

DUVAL & STACHENFELD, LLP 300 East 42nd Street, 3rd Floor New York, New York 10017 Attn: Bruce M. Stachenfeld

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is entered into a of the 215t day of November, 2000 by and between MW-CPAG HOLDINGS, L.L.C., a Delaware limited liability company, with a principal place of business in care of Angelo, Gordon & Co., L.P., 245 Pa k Avenue, 26th Floor, New York, New York 10167 ("Owner A") and KINGSBURY LARRABEE, LLC, (I elaware limited liability company, with a principal place of business c/o Enterprise Development Company, 710 West Oakdale, Chicago, Illinois 60657 ("Owner B").

WITNESSETH

WHEREAS, Owner A is the legal title holder and developer of an approximately 30 acre assemblage of real property located in the City of Chicago, County of Cook, State of Illinois, which property is legally described on Exhibit "A" annexed hereto and made a part hereof (the "Owner A Property"); and

WHEREAS, Owner A proposes to develop the Owner A Property pursuant to the planned development regulations of the City of Chicago ("City") and in furtherance thereof, an application to amend the City's zoning regulations currently in effect with respect to the Owner A Property, such regulations having an ordinance number of Planned Development No. 447 (the 'Existing PUD'), has been filed in order to establish a residential-business planned development for the Owner A Property (as the same may be hereafter modified and/or amended from time-to-time, the "Amended Fanned Unit Development"); and

WHEREAS, the Amended Planned Unit Development is intended to establish certain rights, restrictions, obligations and regulations, including, but not limited to allowable land uses, building bulk, open space, parking, signage, landscaping, and design guidelines for streetscapes and signs; and

WHEREAS, the rights, restrictions, obligations and regulations of the Amended Planned Unit Development are in furtherance of a plan to promote and protect the quality of the Owner A Property and are established for the purpose of preserving, enhancing and protecting the value, desirability and attractiveness thereof for the mutual benefit of all present and future owners, occupants and mortgagees of the Owner A Property, or portions thereof; and

WHEREAS, in conjunction with Owner A's Amended Planned Unit Development application, Owner A has applied for certain tax increment financing assistance from the City (the "<u>TIF Financing</u>"); and

WHEREAS, Owner A previously entered into a Sale-Purchase Agreement, dated as of November _____, 2000, with Owner B (the "Sale-Purchase Agreement"), pursuant to which Owner A agreed to sell and convey a portion of the Owner A Property to Owner B, consisting of the land more particularly described on Exhibit "B" annexed hereto and made a part hereof (the "Owner B Property"), which Sale-Purchase Agreement (i) contemplates the adoption of the Amended Planned Unit Development and obtaining the TIF Financing and (ii) requires Owner B to enter into and record this Declaration against the Owner B Property; and

WHEREAS, as of the date hereof, the City Council has not finally adopted the Amended Planned Unit Development or the TIF Financing, and notwithstanding the status of the Amended Planned Unit Development and the TIF Financing, subject to, <u>inter alia</u>, the terms and conditions of this Declaration, Owner A and Owner P each desire to close the sale and acquisition of the Owner B Property; and

WHEREAS, Owner A and Owner B have each received substantial benefit from the covenants, conditions and restrictions set forth herein.

NOW THEREFORE, for and in consideration of the terms and provisions of this Declaration, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Owner A and Owner B hereby declare that the Owner B Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below:

1. <u>Certain Definitions</u>. The following te^{*}m: shall have the definitions set forth below:

"Building" means a structure built for the support, shelter, or enclosure of persons, chattels or movable property and which is permanently attached to the land.

"Building Height" means the vertical distance from the curb level, or its equivalent, opposite the center of the front of a Building to the highest point of the roof, excluding mechanical overruns and mechanical penthouses. Where no curb level has been established, the Height of the Building shall be measured from the mean elevation of the finished grade at the front of the Building.

"Building Line" means an open space on the Owner B Freperty which is unoccupied and unobstructed from its lowest level to the sky, except as otherwise permitted in this Declaration.

"Dwelling Unit" means one or more rooms which are arranged, designed or used as living quarters for the use of one immediate family only and including complete kitchen facilities, except for congregate living facilities in which case such combination of rooms need not include complete kitchen facilities.

"<u>Finished Materials</u>" means face brick or glass and expressly excludes exposed concrete or concrete block.

"Improvements" means and includes any temporary or permanent Building or other structure attached to the Owner B Property and adjoining public rights-of-way that requires the issuance of a building permit, license, right-of-way permit or a certificate of occupancy and, in addition

thereto, any ancillary facilities such as parking areas, driveways, curbs, fences, sidewalks, signs, lighting and street trees and other landscaping.

"<u>Laws</u>" means any law, rule, regulation, requirement, order, notice, determination and/or ordinance of any federal, state or municipal authority.

"Mortgagee" means any Person that holds indebtedness secured by a mortgage (or deed of trust) encumbering the Owner A Property or the Owner B Property, as the case may be.

"<u>Permitted Encroachments</u>" means the following accessory structures which may be located between the Building Line and the north property line of the Owner B Property: awnings, balconies, can pies, chimneys, eaves and gutters, bay windows, open steps, driveways and walkways. For the avoidance of doubt, fences and walls are not Permitted Encroachments.

"Person" means any natural person, corporation, partnership, limited liability company, trust or othe statity.

"Public Open Space" means that portion of the Owner B Property located in the area legally described on Exhibit "C" attached hereto which may include the following improvements and permitted accessories: internal pathways planting beds, trees, benches, drinking fountains, bicycle racks or light fixtures, fountains or other water features, or public art. For the avoidance of doubt, play equipment is not a permitted accessory structure in the Public Open Space.

"Successors" shall mea i a party's successors and assigns as owner from time to time of all or any portion of the Owner A Property or the Owner B Property as the case may be, including without limitation, any lender who succeeds to the in erest of Owner A or Owner B through either foreclosure or a deed in lieu thereof. Owner A and Owner P acknowledge and agree that (a) references in this Declaration to Owner A or Owner B shall be deemed to include such party's Successors and (b) if any of the Owner A Property or the Owner B Property is hereafter divided into two (2) or more parts (each, together with the remaining original parcel, if any, a "Subdivided Parcel" and the owner of a Subdivided Parcel, together with Owner A or Owner B, as applicable, if Owner A or Owner B continues to own a Subdivided Parcel, being referred to as a "Subdivided Parcel Owner"), either by separation of ownership, by subdivision or otherwise, then, subject to the provisions of this paragraph, all of the benefits, burdens and obligations set forth in this Agreement shall inure and transfer to each of owner of each Subdivided Parcel (such burdens and obligations to be joint and several burdens and obligations), provided, however, notwithstanding the foregoing:

- (A) at such time as Owner A subdivides the Owner A Property, Cwner A shall designate one or more Subdivided Parcel Owners to act as successor to the rights and or ligations of Owner A under this Declaration (each, an "Owner A Designated Subdivided Parcel Owner"), in which event all other Subdivided Parcel Owners that own a portion of the Owner A Property shall not have any further rights or liabilities hereunder; and
- (B) at such time as Owner B subdivides the Owner B Property, Owner B shall (i) designate one or more Subdivided Parcel Owners to act as successor to the rights and obligations of Owner B under this Declaration (each, an "Owner B Designated Subdivided Parcel Owner"), in which event all other Subdivided Parcel Owners that own a portion of the Owner B Property shall not have any further rights or liabilities hereunder and (ii) apportion between all such Owner B Designated Subdivided Parcel Owners the rights and obligations of Owner B hereunder, provided that if Owner B fails to make such designation within sixty (60) days after the completion of such subdivision, then Owner B shall be deemed to have elected to apportion such rights and obligations to all of the Subdivided Parcel Owners

that own a portion of the Owner B Property pro rata based on the square footage of land constituting each such Subdivided Parcel; and

- (C) a division of the Owner A Property or the Owner B Property, as the case may be, for purposes of this definition shall include a submission of all or part of either or both of the Owner A Property or the Owner B Property to the Illinois Condominium Property Act, in which case a Subdivided Parcel Owner shall mean the association of all unit owners.
- (D) a subdivision of the Owner A Property or the Owner B Property, as the case may be, shall be deemed to have occurred on the date that the deed of conveyance, plat of subdivision, declaration of condominium or other document that has the legal effect of creating such subdivision is recorded in the land records of Cook County, State of Illinois.
- 2. Purpose of Declaration. The Owner B Property is made subject to this Declaration in order to: promote appropriate development and improvement of the Owner B Property and every part thereof and surrounding public rights-of-way; preserve, enhance and protect the value, desirability and attractiveness of the Owner A Property; inhibit the erection on the Owner B Property of any Improvements of inappropriate design or unsuitable materials; encourage attractive Improvements and open space on the Owner B Property and adjacent public rights-of-way with appropriate locations thereof; and in general to provide adequatery for a first-class mixed use development of the Owner A Property, consistent with the intent of the Amen led Planned Unit Development.
- Burden on the Property. This Declaration and the covenants, conditions and restrictions established herein shall run with the Owner B Property and shall inure to the benefit of and be binding upon all parties having any right, title or interes in the Owner B Property or any part thereof, their successors and assigns. Each grantee of Owner B, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance accepts said deed or contract for himself, his heirs, representatives, successors, lessees, grantees and montangeness, subject to all restrictions, conditions, covenants and reservations and the jurisdiction, rights and powers created or reserved by this Declaration. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with the land, and shall be binding upon any such grantee, mortgagee or trust e and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of the Owner B Property or any part thereof, and may not be severed or alienated from such ownership.

4. Use and Bulk Restrictions.

(a) Permitted Uses. The Owner B Property may be improved only for (i) multifamily residential use, including housing for the elderly, (ii) first floor retail uses, including restaurant uses (with or without the sale of liquor, live entertainment and dancing) and taverns, (iii) first floor business and professional office use, and (iii) ancillary enclosed parking for the residential and retail/office uses. Until the earlier of January 1, 2004 or the date that the portion of the Owner A Property located at 600 West Chicago Avenue, Chicago, Illinois, commonly described as EPORT and legally described on Exhibit "D" annexed hereto and incorporated herein is 100% leased, permitted first floor retail and office use shall not include any use by a local exchange carrier, long-distance and/or local carrier for switching and routing purposes or co-location and web-hosting equipment.

- (b) <u>Bulk and Open Space Standards</u>. The following bulk and Public Open Space standards shall apply to the Owner B Property:
 - (i) Building Height shall not exceed one hundred four (104) feet.
 - (ii) The number of Dwelling Units that may be located on the Owner B Property shall not exceed one hundred (100).
 - (iii) A minimum Building Line of fifteen (15) feet shall be provided along the north property line measured at a right angle to such lot line.
 - (iv) Not less than 2,700 square feet of Public Open Space shall be provided in the location legally described on Exhibit "C" annexed hereto and made a part hereof.

5. Owner A's Reservation of Zoning Control; Covenant of Cooperation.

- Owner B Property uncer the Existing PUD and the Amended Planned Unit Development (such control, the "Zoning Control"). All building and zoning applications, amendments and approvals sought by Owner B with respect to the Gwner B Property under either the Existing PUD or the Amended Planned Unit Development, including, without limitation, any amendment to the City's zoning ordinance and the submission of any application for Site Plan or so-called Part II Approval, must be consented to in writing by Owner A in order to be effective (which consent will not be unreasonably withheld) and must be accompanied by the written consent of Owner A to such application or submission. Owner B acknowledges and agrees that in the exercise of the Zoning Control, Owner A shall be permitted to make amendments to Existing PUD and the Amended Planned Unit Development, including, without limitation, amendments that affect the Owner B Property, without Owner B's consent, provided, however, that Owner A covenants that in the exercise of the Zoning Control, Owner A shall not initiate or consent to any amendment that would result in more restrictive requirements than are set forth in Section 4 of this Declaration.
- (b) <u>Cooperation</u>. Owner B covenants to execute any additional documents and instruments from and after the date hereof as may be requested by Owner A or the City to evidence Owner A's retention of the Zoning Control of the Owner B Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner A to execute any such document or instrument on behalf of Owner B as attorney-in-fact. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting the Owner B Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the rower of Owner A to execute such documents and instruments. The right of Owner A to act pursuant to the right reserved or granted under this Section 5 shall terminate at such time as Owner A no longer holds or controls title to any of the Owner A Property.

Owner B agrees to cooperate with Owner A in connection with the Amended Planned Unit Development, such cooperation to include, without limitation, (i) the delivery of applications and affidavits and other instruments executed by Owner B as owner of the Owner B Property as are necessary to permit Owner A to pursue the implementation of the Amended Planned Unit Development, (ii) permitting Owner A and its agents access to such information concerning the Owner B Property and Owner B's proposed development thereof as is requested by Owner A in order to implement the Amended Planned Unit Development, (iii) the taking of such actions as are required to grant Owner A the right to implement the Amended Planned Unit Development and (iv) appearing at hearings or other public meetings to support Owner A's implementation of the Amended Planned Unit Development. Owner B covenants and agrees that it will not take any action to object or otherwise interfere with Owner A's

actions concerning the Amended Planned Unit Development, provided such actions are not in violation of the covenants of Owner A set forth in this <u>Section 5</u>.

6. <u>TIF Financing Agreement; Affordable and CHA Replacement Housing.</u>

- (a) Owner B covenants to cooperate with Owner A with respect to the TIF Financing, such cooperation to include, without limitation, (i) the delivery of applications and affidavits and other instruments executed by Owner B as owner of the Owner B Property as are necessary to permit Owner A to pursue the implementation of the TIF Financing, (ii) permitting Owner A and its agents access to such information concerning the Owner B Property and Owner B's proposed development thereof as is requested by Owner A in order to obtain and implement the TIF Financing, (iii) the taking of such actions as are required to grant Owner A the right to obtain and implement the TIF Financing, and (iv) at Owner A's request, causing one or more authorized representatives to appear at hearings or other public meetings to support Owner A's implementation of the TIF Financing. Owner B covenants and agrees that it will not take any action to object to or otherwise interfere with Owner A's actions to obtain and/or implement the TIF Financing. Owner B acknowledges and agrees that Owner B shall have no right to consent to the terms and conditions, form and/or substance of the TIF Financing.
- Owner B acknowledges that Owner A has entered into discussions and (b) negotiations with the City with the objective of reaching a written agreement regarding the ownership, development, construction and finencing of so-called (i) "Affordable Housing" and (ii) "CHA Replacement Housing" on designated areas of the Owner A Property and the Owner B Property (such areas, the "Target Area") and the establishment of certain design and construction parameters (including, but not limited to parameters such as Dwelling Unit size, number of bedrooms, standard finishes) for Affordable Housing and CHA Replacement Housing (such parameters, the "Criteria"). As of the date hereof, the City intends to require a minimum of ten percent (10%) of all newly constructed or converted residential Dwelling Units in the Target Area to meet the Criteria for Affordable Housing, and a minimum of ten percent (10%) of all newly constructed or converted residential Dwelling Units in the Target Area to meet the Criteria for CHA Replacement Housing (such percentages of Affordable Housing and CHA Replacement Housing, including any amendments or modification thereto whether the same are hereafter imposed by the City or initiated or agreed to by Owner B, the "Affordable/CHA Housing Requirements"). With respect to the Affordable/CHA Housing Requirements, the following provisions shall apply:
 - Owner A and Owner B acknowledge and agree that as of the date hereof, the Criteria are not finalized. Owner A covenants and agrees that Owner B may participate in the negotiations with the City regarding the Criteria as applied to the Owner B Property, provided, however, in the event that the City agrees to modify and apply the Criteria in a manner that results in less restrictive Criteria, in addition to applying to Owner B and the Owner B Property, such less restrictive Criteria must inure to the benefit of Owner A and the Owner A Property.
 - (ii) Owner B covenants and agrees that any construction on the Owner B property shall comply with the Affordable/CHA Housing Requirements.
 - (iii) Owner A and Owner B acknowledge and agree that either Owner A or the City may require Owner B to satisfy Owner A's obligation to comply with the Affordable/CHA Housing Requirements by including a proportionate share of the total Affordable Housing or CHA Replacement Housing that the City requires to be built in the Target Area on the Owner B Property.

- (iv) Owner A covenants and agrees in its negotiations with the City regarding ultimate ownership of any Affordable Housing or CHA Replacement Housing in the Target Area, that it will endeavor to require that any partnership, corporation or other entity that is established to acquire Affordable Housing or CHA Replacement Housing from Owner A, be obligated to acquire Affordable Housing or CHA Replacement Housing on the Owner B Property from Owner B on the same terms.
- (v) Owner A further acknowledges and agrees that Owner B shall have the right to seek TIF Financing solely to provide financial assistance in the development of Affordable Housing or CHA Replacement Housing on the Owner B Property.
- 7. PSD Development Requirements. Owner B shall develop, redevelop and/or construct certain portions of the Owner B Property and/or the adjoining public rights-of-way, with certain streetscape and Public Open Space Improvements, including, without limitation, a continuous parkway and sidewalk surrounding the Owner B Property and the Improvements depicted on Exhibit "C" and Exhibit "E" annexed hereto and incorporated herein (collectively, the PUD Development Requirements). Owner B covenants and agrees to complete the construction of the PUD Development Requirements at Owner B's sole cost and expense on or prior to the date that Owner B obtains a certificate of occupancy for any Building constructed on the Owner B Property.
- 8. <u>Marketing and Signage Obligation</u>. Owner B shall, at Owner B's sole cost and expense, include in any sign on the Owner B Property of other marketing or advertising material with respect to the Owner B Property the project logo or other branding cesignated by Owner A as depicted on <u>Exhibit "F"</u> annexed hereto and incorporated herein (such obligation, the "<u>Marketing and Signage Obligation</u>").

9. Architectural Approval

- (a) Owner B acknowledges and agrees that: Owner A desires to promote the attractive and harmonious development of the Owner A Property: Owner A desires to preserve and enhance the value of the Owner A Property consistent with the character of comparable first-class mixed use developments in the Chicago metropolitan area; and Owner A proposes to develop a portion of the Owner A Property in the immediate vicinity of the Owner B Property. In furtherance of the purposes of this Declaration, Owner B acknowledges and agrees that the original construction of any temporary or permanent Improvement and any replacement Building or any Material addition or modification to the original Building, shall be subject to the reasonable approval of Owner A based on the standards and pursuant to the procedures set forth in this Section 9. For purposes of this Section 9, the sem "Material" shall mean an addition or modification to the original Building that (i) results in an increase in g oss floor area of ten percent (10%) or more, or (ii) is a change in Finished Materials of the lobby and garage levels.
- (b) Owner A shall appoint an Architectural Review Committee (the "Committee") consisting of three (3) individual members, each for a term of five (5) years. The Committee shall elect a chairman from its members. Owner A may remove any member of the Committee with or without cause at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancies shall serve for the remainder of the term of the former member. The Committee shall meet as needed, as well as upon the call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. The Committee shall be authorized to retain, at the cost and expense of Owner A, the services of the consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the Committee and Owner A in connection with their duties pursuant to this Section 9.

- (c) In connection with each request for approval of the construction of any Improvements on the Owner B Property (such request, an "<u>Approval Request</u>"), Owner B shall submit four (4) copies of the following plans and specifications (collectively, the "<u>Plans and Specifications</u>") to the Committee:
 - (i) A site plan prepared by Owner B's architect or engineer, showing among other things: the boundaries of the Owner B Property; the Building Line; the Building footprint; location of any other Improvements; location of access points, parking and loading areas; top of foundation elevation, drainage and grading plans; and statistical information on the Building including Building Height, number of Dwelling Units, calculation of Public Open Space;
 - (ii) Building plans and elevations and all signs;
 - (iii) A description and samples of all exterior surface and construction materials; and
 - Owner B's landscape architect, including the PUD Development Requirements and the Public Open Space; and
 - (v) Such other information as may be reasonably requested by the Committee to assist in its review of the proposed Improvements.
- (d) The Committee shall review and evaluate each Approval Request, giving consideration to the overall purposes and provisions of this Declaration and the following additional criteria: (i) all exterior surfaces of the lobby and garage levels of any proposed Building shall be comprised of Finished Materials; (ii) Building design and location in relation to surrounding structures; (iii) location of access and loading areas in relation to surrounding structures; (iv) consistency with the use and bulk restrictions set forth in Section 4 hereof; and (v) consistency of the PUD Development Requirements and the Public Open Space with the terms and conditions of this Declaration.
- (e) Within fifteen (15) business days after Owner B delivers a complete Approval Request to the Committee, the Committee shall review the Plans and Specifications and shall approve or disapprove the Approval Request by a majority vote. In the absence of notice from the Committee to Owner B within said fifteen (15) business day period, the Committee shall be deemed to have approved the Plans and Specifications. In the event that the Committee denies an Approval Request, Owner B may resubmit revised Plans and Specifications that are not substantially similar to those disapproved by the Committee in the manner set forth herein. Upon the Committee's consent to an Approval Request (an "Approval"), no further Approval Request shall be required to be submitted with respect to the subject Improvement, provided, however, a new Approval Request shall be required to be submitted if either (a) the subject Improvement has not been substantially commenced within twelve (12) months after the issuance of the Approval (e.g., site clearing and grading, issuance of foundation and Building permits, pouring of foundation shall constitute "substantial commencement") or (b) the approved Plans and Specifications are altered or changed in any material manner or fashion.
- (f) Neither the issuance of an Approval nor the publication of standards shall be construed as representing or implying that any Plans and Specifications for which an Approval was issued or standards shall, if followed, result in properly designed construction. Such approvals and standards shall in no event be construed as representing or guaranteeing that the Improvements performed in accordance therewith shall be built in a good or workmanlike manner or in compliance with applicable Law. Neither Owner A nor the Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to this Section 9, any loss or damage to any

person or property arising out of the Approval or disapproval of any Plan or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any Laws, nor any defects in construction pursuant to such Plans and Specification. Notwithstanding the obtaining of an Approval, Owner B shall solely be responsible to apply and pay for and obtain any and all required government approvals, permits and licenses and to comply with the requirements of all Laws applicable to the construction of the Improvements.

- 10. <u>Covenant of Cooperation</u>. Owner B and Owner A agree to do all things necessary or appropriate to carry out the terms and provisions of this Declaration, and the intentions of the parties as reflected by said terms, including, without limitation, the delivery and execution of such documents, the disclosure of such information, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Declaration and the intentions of the parties as reflected by said terms.
- Default: Remedies. (a) In the event that either Owner A or Owner B shall default in the performance of any restriction, condition, covenant, reservation or agreement in this Declaration, which continues for ten (10) days after written notice thereof, the non-defaulting owner shall have the right to enforce, by any proceeding at law or in equity, including, but not limited to an action for mandatory injunctive relief, all restrictions, conditions, covenants, reservations and agreements now or hereafter imposed by the provisions of this Declaration. Any Owner found by a court of competent jurisdiction to be in violation of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the prevailing party in prosecuting such action. Failure by either Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Owners pursuant to any of the terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude such parties thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to them at law or in equity.
- In addition to, and not in limitation of the foregoing, in the event that Owner B shall fail to perform its obligations under Section 7 of this Declaration within ter (10) business days after written notice from Owner A of such default, Owner A shall have the right to enter the Owner B Property and cause such PUD Development Requirements to be completed at the sole contrand expense of Owner B; provided, however, that Owner B shall not be deemed to be in default of its obligations under Section 7 of this Declaration if Owner B commences to cure such default within said ten (10) business day time period and proceeds with such cure in a diligent manner and completes such cure within hine v (90) days after the expiration of said ten (10) business day time period. In the event that Owner A exercises its rights under this Section 11(b), Owner B shall, within five (5) business days after demand therefor, reimburse Owner A for its actual out of pocket expenses incurred in connection therewith, including, but not limited to any reasonable attorney's fees and expenses incurred by Owner A. If any payment required to be made by Owner B hereunder shall become overdue by more than thirty (30) days after written demand therefor is made, such amount billed shall bear interest from the date such payment was due at a rate equal to the lesser of fifteen (15%) percent per annum or the highest rate permitted by law. In addition, the full amount due to Owner A from the Owner B shall constitute a lien upon and encumbering the Owner B Property (which lien shall encumber the Owner B Property until fully paid and satisfied). In connection therewith. Owner A shall be entitled to record against the Owner B Property in the land records of Cook County, State of Illinois a certificate giving public notice of such lien. If any assessment is not paid when due, an action to foreclose the lien created by this Section may be brought at any time by Owner A and Owner A shall be entitled to reimbursement for court costs and reasonable attorney's fees from Owner B in connection with such action. No failure by Owner A to insist upon strict performance in the payment

of any such late charges shall constitute a waiver of Owner A's right to enforce the provisions of this Section 11(b) in any instance thereafter occurring.

12. <u>Limitation on Liability</u>. The enforcement of any rights or obligations contained in this Declaration against any Owner shall be limited to the interest of such Owner in its property and Improvements thereon and proceeds thereof. No judgment against any Owner shall be subject to execution on, or be a lien on, any assets of such Owner other than that Owner's interest in such Owner's property and Improvements thereon and proceeds thereof. The foregoing shall not prevent injunctive relief restraining a violation of the provisions of this Declaration nor, so long as no monetary payment is required thereby, the right to require specific performance of the covenants hereof, or of declaratory relief, or of such other right or remedy provided by law or in equity, not requiring or resulting in personal liability beyond an Owner's interest in its property and Improvements thereon and proceeds thereof.

13. Miscellaneous.

- Fstoppel Certificate. Upon notice from an Owner requesting the same, the Owner receiving such request shall, within five (5) business days, give notice in the form of a dated certificate to such requesting Owner, any present or proposed lender, mortgagee, ground lessor, purchaser, or the like of all or ary part of such Owner's property or a lessee of a Building located on such Owner's Property stating (i) whether there are any assessments or other sums owed by the former to the latter for which an assessment has been or may be levied pursuant to this Agreement; (ii) whether there are any sums for which the Owner executing that certificate has the right to levy an assessment against the Property of the Owner requesting that certificate, stating the amount of any such sums as nearly as it is practicable to calculate or estimate that amount; (iii) whether there are any set-offs, counterclaims or defenses then being asserted or otherwise known by the Owner executing such certificate against the enforcement of any obligations hereunder which are otherwise to be paid or performed by the Owner executing such certificate and, if so, the amount and/or nature thereof; (iv) whether the Owner executing such certificate has given, to the Owner that requested that certificate, any notice making a claim or demand pursuant to this Declaration which claim or demand has not been fully discharged or otherwise resolved; (v) whether this Declaration is in full force and effect; (v) whether the Owner executing such certificate is aware of any breach or nonperformance by the Owner requesting that certificate of any lawful obligation of the latter to the former, specifying the nature therect, and (vii) the current address or addresses to which notices to the Owner executing such certificate are to be sent pursuant to Section 13(a) hereof. If such certificate is signed by any Person who, together with any other Person(s), constitutes an Owner, that certificate shall be binding on that Owner.
- (b) <u>Rule Against Perpetuities</u>. If and to the extent any provision of this Declaration is deemed to violate the rule against perpetuities, the rule restricting restraints on alienation or any other rule, statute or law imposing time limitations, then such provision shall be deemed or emain in effect until the death of the last survivor of the now living descendants of the President of the United States, William Jefferson Clinton, plus twenty-one (21) years thereafter.
- (c) <u>Liberal Construction</u>. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class mixed-use development.
- (d) <u>Captions</u>. The articles and section captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration.
- (e) <u>Notices</u>. All notices required or permitted hereunder shall be in writing and addressed to the parties as set forth below or at such other addresses as the parties may designate from

time to time by notice given in accordance with the terms hereof. Notices shall be given by registered or certified United States mail, return receipt requested, by recognized overnight delivery service or by facsimile and shall be deemed given two (2) business days after deposit with the United States mail, one (1) day after deposit with such overnight delivery service or on the date of delivery as confirmed by electronic answerback if sent by facsimile, as applicable.

If to Owner A:

c/o Angelo Gordon & Co., L.P. 245 Park Avenue, 26th floor New York, New York 10167 Attn: Mr. Andrew Jacobs Facsimile: (212) 867-5436

a copy to:

Centrum Properties, Inc. 225 W. Hubbard St., 4th Floor Chicago, Ilinois 60610 Attention: Arthur Slaven and Mary Koberstein Facsimile: (312) 332-2525

and an additional copy to:

Duval & Stachenfeld LLP 300 East 42nd Street, 3rd Floor New York, New York 10017 Attn: Bruce M. Stachenfeld, Esq. Facsmile: (212) 883-8883

If to Owner B:

'hij Clert's Office c/o Enterprise Development Company 710 West Oakdale Chicago, Illinois 60657 Attention: Ronald B. Shipka, Sr. Facsimile: (773) 348-1271

with a copy to:

Schiff Hardin & Waite 6600 Sears Tower Chicago, Illinois 60606 Attention: David A. Grossberg Facsimile: (312) 258-5600

Nothing contained in this Declaration shall be construed No Joint Venture. (f) to make the parties partners or joint venturers or render any of said parties liable for the debts or obligations of the others.

- (g) <u>Amendment</u>. This Declaration shall not be modified or terminated except by the execution and recordation among the land records of Cook County, Illinois of a written instrument executed by Owner A and Owner B and consented to by any first mortgagee of the Owner A Property and/or the Owner B Property.
- (h) <u>Severability</u>. If any provision of this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- (i) Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.
- Shall run with and bing the land, and shall inure to the benefit of, and be enforceable by Owner A and Owner B, and their respective Successors, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, rights, and restrictions shall be automatically extended for successive period, of ten (10) years, subject to amendment or cancellation as herein set forth.
- (k) Attorneys' Fees. If either party places the enforcement of this Declaration or any part hereof, or the collection of any paymen due or to become due hereunder, in the hands of an attorney, or files suit upon the same, the prevailing party shall within thirty (30) days after demand, be reimbursed by the losing party for its reasonable attorneys' fee i, disbursements and court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dated and year first above written.

OWNER A:

MW-CPAG HOLDINGS, L.L.C., a Delaware limited liability company

By: AG Asset Manager, Inc., a Delaware

h.

By:

Name: Kon.

Title: PRESI. KINGSBURY LARRABEE, LLC, a Delaware

UNOFFICIAL COP \$\overline{V}_{27757}

STATE OF NEW YORK)	
COUNTY OF NEW YORK	ss.:)	
CERTIFY that	Public, in and for the County and State aforesaid, Do the the transfer of CPAG HOLDINGS, L.L.C., a Delaware limited liabilities person whose name is subscribed to the foregoing it is day in person and acknowledged that he signed and carry act, and as the free and voluntary act of the compared to the c	AG Asset ty company, nstrument as delivered the
Given under my hand and office	cial seal this 17th of November , 2000.	Marietta Comment
900	NOTARY PUBLIC &	
My Commission Expires:	WYNNE FONG Netary Public, State of New York No. 01F06018224 Qualified in Richmond County Sertificate Filed in New York	
FERRUSEY 1, 2001	Qualified in Richmond County Sertificate Filed in New York County Sertificate Filed i	This was
STATE OF ILLINOIS) ss.:	Commission Expires February 01, 20 ol	
COUNTY OF COOK)	Colla	
CERTIFY that KONALD SHIPKA Management Inc., the Manager of I company, personally known to me to instrument as such Manager, appeared	Public, in and for the County and State aforesaid, DO IR., the FRESIDENT KINGSBURY LARRABEE, LLC, a Delaware limit be the same person whose name is subscribed to the before me this day in person and acknowledged that he free and voluntary act, and as the free and voluntary erein set forth.	of EDC ted liability are foregoing e signed and
My Commission Expires:		
OFFICIAL SEAL SHERRY L SICKLES NOTARY PUBLIC STATE OF ILLIN MY COMMISSION EXP. SEPT. 14,20	O1S 002	

V INVERPOND

In Control

In Co

CONSENT AND AGREEMENT TO SUBORDINATE TO DECLARATION

The undersigned, as current note holder and mortgagee of a first mortgage lien upon the Owner A Property, having reviewed the Declaration of Covenants, Conditions and Restrictions dated Normal 21, 2000 (the "Declaration"), does hereby consent to the Declaration to the extent that such Declaration affects its rights and interests in the Owner A Property, and agrees that the lien of its mortgage is subject and subordinate to the Declaration such that a foreclosure under such deed of trust shall not extinguish or invalidate the Declaration or the rights, benefits, duties and burdens of the parties thereto.

Name: CHRISTOPHER IN THANKARAJ

Title: OFFICER

LASALLE BANK NATIONAL ASSOCIATION

By: Mame: TASON M. Costello

Title: MA

(Corporate Seal)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **ASSON M. COSTELLO** whose name as **ASSISTANT OF PRESIDENT** of LaSalle Bank National Association is signed to this Consent and Agreement to Subordinate, personally appeared before me this day in said jurisdiction, and in the name and on behalf of LaSalle Bank National Association acknowledged said Consent as the act and deed of said corporation, and made oath that he/she is

ASSISTANT VICE PRESIDENT of said corporation.

Given under my hand this 20th day of

"OFFICIAL SEAL"
RAE RIVERO
Notary Public, State of Illinois
My Commission Expires 6/5/04

My commission expires: $6/0 \le 0$

Notary Public

UNOFFICIAL COP 1/27757

CONSENT AND AGREEMENT TO SUBORDINATE TO DECLARATION

	r and mortgagee of a first mortgage lien upon the Owner B
	n of Covenants, Conditions and Restrictions dated
), does hereby consent to the Declaration to the extent that
	s in the Owner B Property, and agrees that the lien of its
	claration such that a foreclosure under such deed of trust
shall not extinguish or invalidate the Declaration	on or the rights, benefits, duties and burdens of the parties
thereto.	
Attest:	NEW CENTURY BANK
70	
	By: (and)
Name:	Name:
Title:	Title: AVP
Or	, (1
(Corporate Seal)	
7	
STATE OF LILINOIS)	
) ss:	T_{A}
LOUNTY OF LOOK)	
J	
	and for the jurisdiction aforesaid, do hereby certify that
ANEL JAMISON, whose name as _	
	sent and Agreement to Subordinate, personally appeared
before me this day in said jurisdiction, an	d in the name and on behalf of New Century Bank
	deed of said corporation, and made oath that he/she is
ASS' + V. P. of said corporation	n.
715+	al washer to
Given under my hand this $\frac{2}{5}$ day	of //0//////////////////////////////////
	Maria I Sink long
	YMANY O. WILLIAM
	Notary Public
My commission expires:	
OFFICIAL SEAL	
SHERRY L SICKLES NOTARY PUBLIC STATE OF ILLINOIS	
MY COMMISSION EXP. SEPT. 14,2002	

Exhibit A

Legal Description of the Owner A Property

PARCEL 1:

LOTS 111, 112, 113, 114 AND 115 IN CHARLES J. HULL'S SUBDIVISION OF THE 9 ½ ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

<u>PARCEL 2</u>:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ANDREW RUSSO AND CONCELLA RUSSO, AS EXECUTOR AND EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF CHARLES RUSSO, DECEASED, AND OTHERS TO A. RUSSO AND COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 13, 1941 AND RECORDED SEPTEMBER 22, 1941 AS DOCUMENT 12760846, FOR INGRESS AND EGRESS THROUGH, ALONG, OVER, AND UPON THE FOLLOWING DESCRIBED PREMISES, TO WIT: LOT 110 IN CHARLES J. HULL'S SUBDIVISION OF 9 1/2 ACRES IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECJTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 10, 11, 12 AND 13 IN BLOCK 94 IN FLSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

COMMENCING AT A POINT WHERE THE EAST LINE OF KINGSBURY (HAWTHORNE STREET) INTERSECTS THE WEST LINE OF LARRABEE STREET; THENCE NORTH ALONG THE WEST LINE OF LARRABEE STREET, 12.96 FEET FOR A POINT OF BEGUNDING OF THE LAND TO BE DESCRIBED; THENCE WESTERLY AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 8.00 FEET TO A POINT ON THE EAST LINE OF KINGSBURY (HAWTHORNE STREET); THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF KINGSBURY (HAWTHORNE STREET) 75.85 FEET; THENCE EASTERLY AND AT RIGHT ANGLES TO THE WEST LINE OF LARKABEE STEET 46.91 FEET TO A POINT; THENCE SOUTHERLY ALONG THE WEST LINE OF LARRABEE STREET 65.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF BLOCK 94 IN ELSTON'S ADD. YON TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 1, 2, 3 AND 4 TOGETHER WITH ALL OF THE VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID LOT 2 AND ALL OF ALLEY LYING NORTHWESTERLY OF AND ADJOINING SAID LOT 1, ALL IN OWNER'S RESUBDIVISION OF BLOCK 92 IN ELSTON'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: THAT PART OF THE SOUTHWESTERLY 1/2 OF THE 20 FOOT VACATED ALLEY NORTHEASTERLY AND ADJOINING LOT 4 (EXCEPT THAT PART OF SAID ALLEY ADJOINING THAT PART OF LOT 4 SOUTH OF A LINE 5 5/8 INCHES NORTHEASTERLY OF THE SOUTHEAST CORNER OF LOT 4 AS MEASURED ALONG AND PERPENDICULAR TO THE NORTHEASTERLY LINE OF LOT 4)

PARCEL 6:

LOTS 1 TO 4, BOTH INCLUSIVE, IN MARSHALL AND OTHERS SUBDIVISION OF LOTS 11 TO 17, BOTH INCLUSIVE IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON DECEMBER 21, 1908 AS DOCUMENT 4304978.

PARCEL 7:

LOTS 18 TO 26, BOTH INCLUSIVE, IN BLOCK 96 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 8:

LOTS 1, 2, 3 AND 4 LYING EAST OF DOCK LINE OF NORTH BRANCH OF CHICAGO RIVER IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOTS 5 AND 6 IN ASSESSOR'S DIVISION OF BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK UNE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN SECTION 4 AND 5, TOWNSHIP 39 NOX TY. PANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 10:

ALL THAT PARCEL OF LAND FORMERLY NORTH BRANCH STREET, LYING BETWEEN BLOCKS 95 AND 96 AND BETWEEN THE SOUTHWESTERLY LINE OF HAWTHORNE AVENUE AND THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH CANAL, IN ELSTON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 11:

THAT PART OF LOT 5 IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DISCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 5 AT A POINT 32.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF; AND RUNNING THENCE NORTH PARALLEL WITH AND 32.0 FFET WEST OF THE EAST LINE OF SAID LOT, A DISTANCE OF 158.12 FEET TO THE SOUTHWESTERLY LINE OF HAWTHORNE AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF HAWTHORNE AVENUE, A DISTANCE OF 64.0 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH ALONG THE SAID EAST LINE OF SAID LOT 5, A DISTANCE OF 102.70 FEET TO THE SOUTHEAST COKNEP. THEREOF; AND THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 32.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 12:

THE EAST 50 FEET OF LOT 6 IN BLOCK 95 IN ELSTON'S ADDITION TO CHICAGO, BFING A PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANCE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 13:

LOTS 6, 7 AND 8 IN BLOCK 99 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 14:

THE SOUTH 1/2 OF LOT 15 IN BLOCK 94 IN ELSTONS ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 15:

LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 11 IN DELAVAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 16:

ALL OF THE 18 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING TO LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK 11 IN DELAVAN'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 17:

LOTS 1 TO 5, BOTH INCLUSIVE, ALSO THE EAST 18 FEET OF LOT 6 AND THE SOUTH 18 FEET OF THAT PAR'. O' LOT 6 LYING WEST OF THE EAST 18 FEET THEREOF IN CHARLES J. HULL'S SUBDIVISION $C_{\rm F}$ 0 1/2 ACRES IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 1/4 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18 INTENTIONALLY OMITTED.

PARCEL 19 INTENTIONALL I OMITTED.

PARCEL 20:

LOTS 1 TO 14, BOTH INCLUSIVE, AND THE NORTH 1/2 OF THE VACATED EAST AND WEST VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 14, BOTH INCLUSIVE, IN BLOCK 3, IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP . 2 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

<u> PARCEL 21</u>:

LOTS 15 TO 28, BOTH INCLUSIVE, AND THE SOUTH 1.7 OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING SAID LOTS 15 TO 28, BCT! INCLUSIVE, IN BLOCK 3 IN HIGGINS, LAW, AND COMPANY'S ADDITION TO CHICAGO IN THE LAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIP PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 22:

LOTS 1 TO 28, BOTH INCLUSIVE, TOGETHER WITH ALL OF THE VACATE DEAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 TO 14, BOTH INCLUSIVE AND LYING NORTH OF AND ADJOINING LOTS 15 TO 28, BOTH INCLUSIVE, IN BLOCK 6 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION OF TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, 11 LINOIS

PARCEL 23:

SUB-LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 81, TOGETHER WITH A PARCEL OF LAND 66.00 FEET WIDE EAST AND ADJOINING, ALSO THE WEST 1.00 FOOT OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS SECOND ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 24:

LOTS 9 AND 10 TOGETHER WITH A PARCEL OF LAND 66.00 FEET WIDE EAST AND ADJOINING IN BLOCK 81; ALSO THE WEST 1.00 FOOT OF LOTS 9 AND 10 IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 25:

ALL THOSE PARTS OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 OF BLOCK 82 IN RUSSELL, MATHER AND ROBERTS SECOND ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER WHICH ARE INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES: BEGINNING IN THE NORTH LINE OF SAID LOT 2 AT A POINT 1.0 FOOT EAST OF THE NORTHWEST CORNER OF SAID LOT 2; AND RUNNING THENCE SOUTH ON A LINE PARALLEL TO AND 1.0 FOOT EAST OF THE WEST LINE OF SAID BLOCK 82, A DISTANCE OF 423.93 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF LOT 12, AFORESAID; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 78.29 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 13; THENCE NORTH ON A LINE WHICH IS PARALLEL TO AND 50.0 FEET FROM THE WEST LINE OF SAID BLOCK 82, A DISTANCE OF 484.56 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 2; THENCE WEST ON SAID NORTH LINE, A DISTANCE OF 49.0 FEET TO THE POINT OF BEGUNNING IN COOK COUNTY, ILLINOIS

PARCEL 26:

LOTS 11 TO 23, BOTH INCLUSIVE, IN BLOCK 81 LYING EAST AND ADJOINING THE EAST DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AS NOW LOCATED IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 CF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER IN COOK COUNTY, ILLINOIS

PARCEL 27:

LOTS 11 TO 23, BOTH INCLUSIVE, IN BLOCK ?2 (EXCEPT THE EAST 30.00 FEET OF SAID LOTS USED AS ROBERTS STREET) AND ALSO (EXCEPT THAT PART OF LOTS 11, 12 AND 13 DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF THE AFORESAID LOT 11 AT APOINT 1.00 FOOT EAST OF THE WEST LINE THEREOF; AND RUNNING THENCE SOUTH PARALLEL TO AND 1.00 FOOT EAST OF SAID WEST LINE THROUGH SAID LOT 11 AND THE NORTH 1/2 OF THE AFORESAID LOT 12; THENCE SOUTHWESTERLY THROUGH THE SOUTH 1/2 OF \$4.10 LOT 12 AND THROUGH LOT 13 TO A POINT ON THE SOUTH LINE OF THE LAST MENTIONED LOT WHICH IS 50.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; AND RUNNING THENCE NORTH FARALLEL WITH THE WEST LINE OF SAID LOTS, THROUGH SAID LOTS 13, 12 AND 11 TO A POINT IN THE NORTH LINE OF SAID LOT 11 WHICH IS 50.00 FEET EAST OF ITS NORTHWEST CORNER; AND RUNNING, IN BLOCK 82, IN RUSSELL, MATHER AND ROBERT'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER IN COOK COUNTY, ILLINOIS.

PARCEL 28:

THE STRIP OF LAND 66.00 FEET IN WIDTH LYING BETWEEN THE AFORESAID LOTS 11 TO 3, BOTH INCLUSIVE, IN BLOCK 81 AND AFORESAID LOTS 11 TO 23, BOTH INCLUSIVE, IN BLOCK 82 WHICH STRIP, FORMERLY KNOWN AS ROBERTS STREET, CONSTITUTES ALL OF THE LAND LYING BETWEEN SAID LOTS IN BLOCK 81 AND SAID LOTS IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS

EXCEPTING THE FOLLOWING THEREFROM: (CONTINUED ON NEXT PAGE)

PARCELS 8 AND 9 (PARTS OF)

THAT PART OF LOTS 2, 3, 4, 5 and 6, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EACH OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 6 AND 5, BEING ALSO THE WEST LINE OF LARRABEE STREET, A DISTANCE OF 330.60 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF N. KINGSBURY STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, BEING ALSO THE NORTHEASTERLY LINES OF SAID LOTS 2, 3, 4 AND 5, A DISTANCE OF 415.69 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTEPLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 55 MINUTES 12 SECONDS' FROM SOUTHEAST TO SOUTHWEST WITH THE LAST DESCRIBED SOUTHWESTERLY LINE, SAID LINE ALSO BELVE THE CENTERLINE OF A 12 INCH THICK BRICK WALL AND THE EXTENSION THEREOF, A DISTANCE OF 276.05 FEET TO SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A LISTANCE OF 174.59 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 207.60 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 231.32 FEET TO THE SOUTH LINE OF SAID LOT 6, BEING ALSO THE NORTH LINE OF W. CHICAGO A) FNUE; THENCE EAST ALONG SAID LINE, A DISTANCE OF 203.28 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE EAST 32 FEET OF LOT 5 AND THE EAST 50 FEET OF LOT 6. 004

PINs 17-04-300-008

PARCEL 3

LOTS 10, 11, 12 and 13 IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4

COMMENCING AT A POINT WHERE THE EAST LINE OF KINGSDURY (HAWTHORNE) STREET INTERSECTS THE WEST LINE OF LARRABEE STREET; THENCE NOP THE ALONG THE WEST LINE OF LARRABEE STREET, 12.96 FEET FOR A POINT OF BEGINNING OF 14'2 LAND TO BE DESCRIBED; THENCE WESTERLY AT RIGHT ANGLES TO THE WEST LINE OF LARRABSE STREET 8.00 FEET TO A POINT ON THE EAST LINE OF KINGSBURY (HAWTHORNE STREET); THE ICE NORTHWESTERLY ALONG THE EASTERLY LINE OF KINGSBURY (HAWTHORNE STREET) 75.85 FEET; THENCE EASTERLY AND AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 45,91 FEET TO A POINT; THENCE SOUTHERLY ALONG THE WEST LINE OF LARRABEE STREET 65.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PUNCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS..

P.I.Ns. 17-04-322-014-0000; 17-04-322-015-0000; 17-04-322-016-0000

PARCELS 23, 24 AND 25 (PARTS OF)

A TRACT OF LAND COMPRISED OF SUB-LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 81, TOGETHER WITH A PARCEL OF LAND 66 FEET WIDE EAST OF AND ADJOINING, ALSO THE WEST 1 FOOT OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, ALSO LOTS 9 AND 10 IN BLOCK 81, PARTS OF LOTS 2 TO 10, BOTH INCLUSIVE, IN BLOCK 82 TOGETHER WITH A STRIP OF LAND 66 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND 82, TOGETHER WITH A STRIP OF LAND LYING WEST OF AND ADJOINING THE AFORESAID PARCELS OF LAND AND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES, 19 MINUTES, 38 SECONDS WEST, ALONG SAID DOCK LINE, 328.27 FEET TO THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING; THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG SAID BUILDING FACE, 218.31 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 326.35 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 49.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

and

THE WEST 10.00 FGF? OF THE EAST 49.00 FEET OF THE FOLLOWING TRACT OF LAND; A TRACT OF LAND COMPRISED OF SUB-LOTS 1 AND 2 IN RESUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 81, TOGETHER WYVI A PARCEL OF LAND 66 FEET WIDE EAST OF AND ADJOINING, ALSO THE WEST 1 FOOT OF LOTS 2 TO 8, BOTH INCLUSIVE, IN BLOCK 82, ALL IN RUSSELL, MATHER AND ROBERTS' SECOND ADDITION TO CHICAGO, ALSO LOTS 9 AND 10 IN BLOCK 81, PARTS OF LOTS 2 TO 10, BOTH INCLUSIVE, IN BLOCK \$2 TOGETHER WITH A STRIP OF LAND 66 FEET WIDE LYING BETWEEN SAID BLOCKS 81 AND {2, TOGETHER WITH A STRIP OF LAND LYING WEST OF AND ADJOINING THE AFORESAID PARCELS OF LAND AND EAST OF THE EASTERLY DOCK LINE OF THE CHICAGO RIVER, ALL IN RUSSELL, MATTER AND ROBERTS' SECOND ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 CAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LARRABEE STREET (BEING THE WEST LINE OF THE EAST 30 FEET OF AFORESAID BLOCK 82) AND THE SOUTH LINE OF CHICAGO AVENUE; THENCL VEST, ALONG THE SOUTH LINE OF CHICAGO AVENUE, ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 213.66 FEET TO THE EASTERLY DOCK LINE OF THE CHICAGO RIVER; THENCE SOUTH 00 DEGREES, 19 MINUTES, 38 SECONDS WEST, ALONG SAID DOCK LINE, 128.27 FEET TO THE SOUTHERLY FACE AND ITS EXTENSION OF AN EIGHT STORY BRICK BUILDING: THENCE NORTH 89 DEGREES, 29 MINUTES, 41 SECONDS EAST, ALONG SAID BUILDING FACE, 218 31 FEET TO THE AFORESAID WEST LINE OF LARRABEE STREET; THENCE NORTH 00 DEGREES, 29 MINUTES, 14 SECONDS WEST, ALONG SAID WEST LINE, 326.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

> 17-09-113-001; 17-09-113-002; 17-09-113-003 (part of) 17-09-113-014 (part of); D_{FF}C 17-09-113-005 (part of); 17-09-500-001

PINs

Exhibit B

Legal Description of the Owner B Property

PARCEL 3:

LOTS 10, 11, 12 and 13 IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

COMMENCING AT A POINT WHERE THE EAST LINE OF KINGSBURY (HAWTHORNE) STREET INTERSECTS THE WEST LINE OF LARRABEE STREET; THENCE NORTH ALONG THE WEST LINE OF LARRABEE STREET, 12.96 FEET FOR A POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE WESTERLY AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 8.00 FEET TO A POINT ON THE EAST LINE OF KINGSBURY (HAWTHORNE) STREET; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF KINGSBURY (HAWTHORNE) STREET 75.85 FEET; THENCE EASTERLY AND AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 46.91 FEET TO A POINT; THENCE SOUTHERLY ALONG THE WEST LINE OF LARRABEE STREET 65.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-04-322-014-0000; 17-04-322-015-0000; 17-04-322-016-0000

Exhibit C

Legal Description of Public Open Space Location

PARCEL 4

COMMENCING AT A POINT WHERE THE EAST LINE OF KINGSBURY (HAWTHORNE) STREET INTERSECTS THE WEST LINE OF LARRABEE STREET; THENCE NORTH ALONG THE WEST LINE OF LARRABEE STREET, 12.96 FEET FOR A POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE WESTERLY AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 8.00 FEET TO A POINT ON THE EAST LINE OF KINGSBURY (HAWTHORNE STREET); THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF KINGSBURY (HAW'THORNE STREET) 75.85 FEET; THENCE EASTERLY AND AT RIGHT ANGLES TO THE WEST LINE OF LARRABEE STREET 46.91 FEET TO A POINT; THENCE SOUTHERLY ALONG THE WEST LINE OF LARRABEE STREET 65.00 FEET TO THE POINT OF BEGINNING, BEING A PART OF BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS..

AND THE SOUTH 25.0 FEET OF THE L.

LOTS 10, 11, 12 and 13 IN BLOCK 94 IN ELS C.
SOUTHWEST '4 OF SECTION 4, TOWNSHIP 39 NORTH, IN PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. LOTS 10, 11, 12 and 13 IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD

Exhibit D

Legal Description of EPORT Property

SOUTH CATALOGUE BUILDING PARCELS

THAT PART OF LOTS 2, 3, 4, 5 and 6, LYING EAST OF THE DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN BLOCK 95 OF ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EACH OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINING AT THE SOUTHEAST CORNER OF SAID LOT 6, THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 6 AND 5, BEING ALSO THE WEST LINE OF LARRABEE STREET, A DISTANCE OF 730 60 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF N. KINGSBURY STREET THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, BEING ALSO THE NORTHEASTERLY LINES OF SAID LOTS 2, 3, 4 AND 5, A DISTANCE OF 415.69 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 55 MINUTES 12 SECONDS FROM SOUTHEAST TO SOUTHWEST WITH THE LAST DESCRIBED SOUTHWESTERLY LINE, SAID LINE ALSO BEING THE CENTERLINE OF A 12 INCH THICK BRICK WALL AND THE EXTENSION THEREOF, A DISTANCE OF 276.05 FEET TO SAID DOCK LINE; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 174.59 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG SAID DOCK LINE, A DISTANCE OF 207.60 FEET TO A BEND; THENCE SOUTHEASTERLY ALONG. SAID DOCK LINE, A DISTANCE OF 231.32 FEET TO THE SOUTH LINE OF SAID LOT 6, BEING ALSO THE NORTH LINE OF W. CHICAGO AVENUE; THENCE EAST ALONG SAID LINE, A DISTANCE OF 203.28 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 32 FEET OF LOT 5 AND THE LAST 50 FEET OF LOT 6.

NORTH CATALOG BUILDING PARCELS

THAT PART OF LOT 23 TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96, IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE NORTHEASTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING BELOW AN ELEVATION OF 52.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH VESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTER LINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF 5 CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY, ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 145.64 FEET, TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 105.62 FEET; THENCE

TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET; THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, AND THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 23 TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96, IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE NORTHEASTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 52.00 FEET AND LYING BELOW AN ELEVATION C7-77.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTER LINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF 5 CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE SOUTHEASTERLY, ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE GIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL, PERPENDICULAR TO THE LAST DESCRIBED LNE A DISTANCE OF 145.64 FEET, TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTEPLY DOCK LINE, 105.62 FEET; THENCE TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE PIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTH VESTERLY LINE OF NORTH KINGSBURY STREET, AND THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 23 TOGETHER WITH LOTS 24, 25, 26 IN BLOCK 96, IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY LLINOIS, TOGETHER WITH THE NORTHEASTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 77.00 FEET AND LYING BELOW AN ELEVATION OF 89.50 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 504.17 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE CENTER LINE OF THE VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 312.67 FEET TO THE EXTENSION NORTHEASTERLY OF THE NORTHWESTERLY FACE OF 5 CONCRETE COLUMNS; THENCE SOUTHWESTERLY AT AN ANGLE OF 89 DEGREES, 49 MINUTES, 14 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID NORTHWESTERLY FACE, 105.08 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF A BRICK WALL; THENCE

SOUTHEASTERLY, ALONG THE WESTERLY FACE OF SAID BRICK WALL, AT AN ANGLE OF 90 DEGREES, 18 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, A DISTANCE OF 1.67 FEET TO THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL; THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY FACE OF A 1.00 FOOT BRICK WALL, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 145.64 FEET, TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 97 DEGREES, 42 MINUTES, 19 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 105.62 FEET; THENCE TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET; THENCE SOUTHEASTERLY AT AN ANGLE OF 120 DEGREES, 04 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 335.74 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, AND THE POINT OF BEGINNING.

ALSC

THAT PART OF LCTS 1, 2, 3, AND 4 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NOKEL PRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST OUAKTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, P. COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTHWESTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STRUET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING BELOW AN ELEVATION OF 52.00, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE 'VEST LINE OF NORTH LARRABEE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTFALY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SALD CENTER LINE, 335.74 FEET, TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 59 DEGREES, 55 MINULES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE, AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE, AT AN ANGLE OF 176 DEGREES, 02 MINUTES, 23 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 267.99 FECT TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

ALSO

THAT PART OF LOTS 1, 2, 3, AND 4 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTHWESTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 52.00 FEET AND LYING BELOW AN ELEVATION OF 77.00 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, BEING ALSO THE EXTENSION

NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTER LINE, 335.74 FEET, TO THE NORTHEASTERLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 59 DEGREES, 55 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE, AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE, AT AN ANGLE OF 176 DEGREES, 02 MINUTES, 23 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT EXICK WALL: THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 267.99 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

ALSO

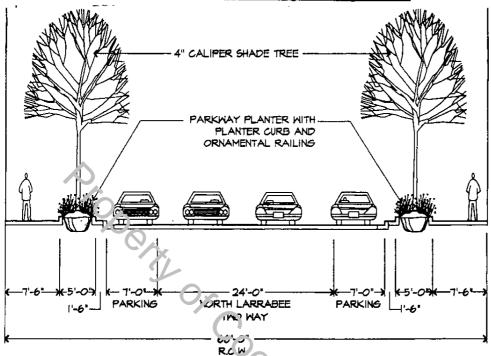
THAT PART OF LOTS 1, 2, 3, AND 4 IN ELSTON'S ADDITION TO CHICAGO, LYING EAST OF DOCK LINE OF THE NORTH BRANCII OF THE CHICAGO RIVER, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE SOUTHWESTERLY HALF OF THE VACATED NORTH BRANCH STREET LYING BETWEEN THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE NORTH BRANCH OF THE CHICAGO RIVER, LYING ABOVE AN ELEVATION OF 77.00 FEET AND LYING BELOW AN ELEVATION OF 89.50 FEET, CITY OF CHICAGO DATUM, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AT A POINT 415.68 FEET NORTHWESTERLY OF THE INTERSECTION OF SAIL SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET AND THE WEST LINE OF NORTH LARRARGE STREET, BEING ALSO THE EXTENSION NORTHEASTERLY OF THE CENTERLINE OF A 1.00 FOOT PAICK WALL; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY LINE OF NORTH KINGSBURY STREET, 88.49 FEET TO THE CENTER LINE OF SAID VACATED NORTH BRANCH STREET; THENCE NORTHWESTERLY AT AN ANGLE OF 127 DEGREES, 53 MINUTES, 38 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTER LINE, 335.74 FEET, TO THE NORTHEASTEKLY DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE SOUTHEASTERLY, AT AN ANGLE OF 59 DEGREES, 55 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE AND ALONG SAID NORTHEASTERLY DOCK LINE, 35.99 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY DOCK LINE, AT AN ANGLE OF 173 DEGREES, 36 MINUTES, 50 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 252.69 FEET; THENCE CONTINUING ALONG SAID NORTH STERLY DOCK LINE, AT AN ANGLE OF 176 DEGREES, 02 MINUTES, 23 SECONDS TO RIGHT WITH THE LAST DESCRIBED LINE, 2.15 FEET; SOUTHEASTERLY AT AN ANGLE OF 122 DEGREES, 31 MINUTES, 41 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, 9.55 FEET TO THE CENTERLINE OF A 1.00 FOOT BRICK WALL; THENCE NORTHEASTERLY AT AN ANGLE OF 149 DEGREES, 54 MINUTES, 45 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE, AND ALONG SAID CENTERLINE, 267.99 FEET TO THE SOUTHWESTERLY LINE OF NORTH KINGSBURY AND POINT OF BEGINNING.

PINs 17-104-300-017; 17-04-300-019; 17-04-300-018 (part of) 17-04-300-020 (part of); 17-04-300-007 (part of)

UNOFFICIAL CORX27757

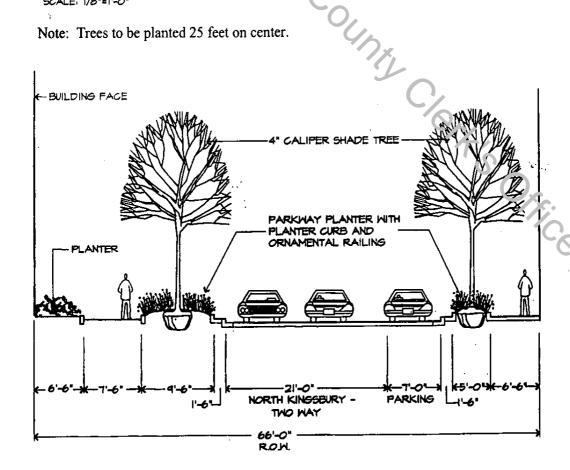
Exhibit E

PUD Development Requirements



SECTION THRU LARRABEE STREET NORTH OF KINSSBURY- LOOKING NORTH SCALE, 1/8"=1"-0"

Note: Trees to be planted 25 feet on center.



00927757

Exhibit F

Project Logo and/or Branding

Typeface Family

Only use Scandia for The Kingsbury Park logo type. No support copy should use Scandia.

For Chicago @ The River use Bell Gothic Black and for support text use the Perpetua family.

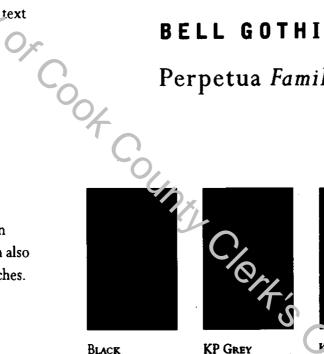


BELL GOTHIC BLACK

Perpetua Family

Color

The primary logo is printed in three colors (see right). It can also be printed using process matches.







KE GIGHT GREY MATCH PMS 5773

Questions on the usage of the Kingsbury Park logo should be directed to Andy Keene or Hilary Skurnowicz at Design Kitchen, Inc. 312-455-0388.

00927757

Primary logo

This logo is the primary logo used for applications such as stationery, print, electronic advertising, signage, presentation materials, etc.

Please note that Scandia Typeface is horizontally scaled on the primary

horizontally scaled on the primary logos only but not in other applications.

Printing colors*

KP GREY

Background of Globe, Right side of tower, highlights on left side and banner

KP LIGHT GREY
Right side highlights and windows

KP Type

reverse white with a black drop shadow

Typefaces

Kingsbury Park is in Scandia with a horizontal scale of 110%. Chicago @ the River is in Bell Gothic black with open spacing and an enlarged @ symbol.

CHICAGO. @ THE RIVE

* Do not match to the colors on this printout. Colors here are approximate.



Secondary logo variation

This logo is primarily used for ad placements. It can also be used for other small applications. Use black only.





One Color

Icon is simplified to a black and white silhouette. Maintain lines in the globe. This logo is for smaller uses or when only one color is available.

One Color Reverse

This is a direct negative of the one color black and white version.

Ful' Color Reverse

When printing on a black field use the full color logo with a small outline around the figure and left side for definition.