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Attention: Alison N. Zirn, Esq.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this 25<sup>th</sup> day of October, 2002 (the "Effective Date"), by and between THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company ("Heritage") and GARLAND OFFICE, LLC, an Illinois limited liability company ("Garland") (Heritage and Garland each individually, a "Party" and collectively the "Parties").

The following recitals of fact are a material part of this Agreement:

A. Garland is the owner of a certain parcel of land located at 111 North Wabash Avenue in the City of Chicago (the "City"), County of Cook and State of Illinois, which parcel is legally described in Exhibit A attached hereto and made a part hereof (the "Garland Parcel"), which is improved with a multi-story office building commonly known as the "Garland Building";

B. Heritage is the owner of a certain parcel of land which lies north of and is contiguous to the Garland Parcel and is legally described in Exhibit B attached hereto and made a part hereof, which is bordered by the Garland Parcel on the south, North Wabash Avenue on the west, East Randolph Street on the north and Garland Court on the east, in the City, (the "Heritage Parcel"; the Heritage Parcel and the Garland Parcel are individually sometimes referred to as a "Parcel" and are collectively referred to as the "Parcels");

C. The Heritage Parcel may be improved with a multi-story mixed use and residential structure and related improvements (the "Heritage Building") and the Garland Parcel has been improved with a multi-story retail and office structure and related improvements (the "Garland Building");

D. Heritage wishes to grant to Garland an easement for the use of one (1) trash dumpster/compactor with a capacity of no less than [twenty-four (24)] yards (the "Dumpster") to provide for the collection and disposal of trash for the tenants, occupants and owners of the Garland Building and the Heritage Building, together with use of floor area of no greater than twenty-five (25) square feet for the installation of one (1) grease receptacle (the "Grease

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Receptacle”) to provide for the disposal of grease generated by any present or future restaurant in the Garland Building provided that such present or future restaurant use does not exceed the capacity of the Grease Receptacle (the Dumpster and the Grease Receptacle shall be referred hereinafter collectively as the “Disposal Facilities”), all to be located on the Heritage Parcel in the approximate locations shown on Exhibit C attached hereto as designated thereon (the “Disposal Facilities Easement Area”). The Dumpster shall serve the Garland Building and the Heritage Building, and the Grease Receptacle shall serve the Garland Building only, all as more fully described and subject to the conditions set forth below;

E. Heritage also wishes to grant to Garland an easement for access, ingress and egress to and from the Disposal Facilities over, upon and across the portions of the Heritage Parcel as shown on Exhibit C attached hereto and designated thereon as the “Heritage Accessway” (the “Heritage Accessway”), all as more fully described and subject to the conditions set forth below;

F. Heritage also wishes to grant to Garland an easement to allow the existing encroachments on the north wall of the Garland Building onto the Heritage Parcel, as more fully described and subject to the conditions set forth below;

G. Garland wishes to grant to Heritage an easement for construction and related work in the portion of the Garland Building as shown on Exhibit C attached hereto (the “Garland Vestibule”), including the right to make modifications to the north exterior wall of the Garland Building and piping and other improvements therein in connection therewith, in order to provide an exterior door for ingress, egress and access to and from the Garland Building and the Disposal Facilities Easement Area, by means of the Heritage Accessway, for the use of the Disposal Facilities, all as more fully described and subject to the conditions set forth below;

H. This Agreement also memorializes various agreements between the Parties with respect to the construction of the Heritage Building and improvements to the Garland Building and Garland Court in connection therewith, all as more fully described and subject to the provisions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Easement for Access, Ingress and Egress over the Heritage Accessway.** Heritage hereby grants, gives and conveys to Garland and its successors and assigns, as an easement appurtenant to the Garland Parcel, a non-exclusive easement for access, ingress and egress over, upon and across the Heritage Accessway in order to provide access to and from the Garland Parcel to the Disposal Facilities Easement Area for the use of the Disposal Facilities. The use of the Heritage Accessway by Garland shall be subject to reasonable security and safety procedures to be mutually developed and agreed upon in writing by the Parties (as such safety procedures may be modified from time to time by the mutual written agreement of the Parties, the “Safety Procedures”) in their reasonable discretion which may include, without limitation, a lobby sign-in procedure in the Garland Building for access to and use of the Heritage Accessway and the Disposal Facilities. The Heritage Accessway shall be available for use by Garland and

its authorized representatives for the purposes set forth herein during the hours of 8:00 a.m. to 11:00 p.m. from Monday through Saturday, or such other times as the Parties shall mutually agree. The Parties shall agree upon the authorized users of the Heritage Accessway.

2. **Easement for Disposal Facilities.** Heritage hereby grants, gives and conveys to Garland and its successors and assigns, as an easement appurtenant to the Garland Parcel, a non-exclusive easement for the use of the Disposal Facilities, which Disposal Facilities shall be located in the Disposal Facilities Easement Area, for collection and disposal of trash from the Garland Building (excluding that which is generated by construction on the Garland Parcel, except as provided below). Each Party and their respective agents, employees and tenants, as applicable, shall be responsible for the collection, removal and disposal of trash from its Parcel. Neither Party or its authorized representatives shall dispose or deposit in the Disposal Facilities any hazardous or toxic materials including, without limitation, any biohazardous materials. From time to time, subject to Heritage's prior approval, Garland will have the right to place and store not more than one (1) additional trash dumpster in or adjacent to the Disposal Facilities Easement Area for the disposal of construction materials and debris generated by improvements to the Garland Parcel, or, if available, the right to share the use of any such dumpster for construction materials and debris that may be placed in or adjacent to the Disposal Facilities Easement Area by or at Heritage's direction, in accordance with such reasonable rules and regulations as may be established by Heritage or its successors or assigns, including the Association (as hereinafter defined), provided that any such rules and regulations shall in all instances be subject to the terms and provisions of this Agreement. Heritage shall keep in a broom clean and sanitary condition the Heritage Accessway and the Disposal Facilities Easement Area, provided that Garland and its authorized representatives shall immediately clean up any spillage or debris left in any part of the Heritage Accessway or the Disposal Facilities Easement Area by Garland or its authorized representatives or as a result of any trash removal, disposal or storage activities by Garland or its authorized representatives. Notwithstanding anything herein to the contrary, Garland covenants and agrees that in the event that (i) all or a substantial part of the Garland Building is demolished and rebuilt, or all or a substantial part of the Garland Building is otherwise renovated so that the access and use of the Disposal Facilities for the purposes set forth herein are no longer necessary (because the collection and disposal of trash and grease from the Garland Building can be accommodated within the improvements on the Garland Parcel), or (ii) the use of the Garland Building changes from a mixed use office building (including retail and restaurant use substantially similar to that which is in existence as of the date hereof) to another use and Heritage reasonably determines that there is a material increase in the amount of trash and grease disposal and collection from the new use of the Garland Building and such increase cannot be accommodated in the Disposal Facilities, then Heritage, upon no less than thirty (30) days prior written notice to Garland, may terminate the easements granted and conveyed to Garland pursuant to Section 1 and Section 2 hereof. Effective upon the date of any such termination, the provisions of Section 1, Section 2, Section 3 and Section 4 shall terminate and be of no further force or effect (and, in connection with a termination undertaken under subsection (ii) of the immediately preceding grammatical sentence, the provisions of Section 6(a) shall terminate and be of no further force or effect), and at any time thereafter, Heritage may record a written memorandum of such termination. Heritage hereby covenants and agrees that in the event that the use of the Heritage Building changes from a mixed use retail, cultural venue, restaurant and residential condominium building (including retail, restaurant and residential condominium use substantially similar to that which is contemplated by the Parties as

of the date of this Agreement) to another use, and Garland reasonably determines that there is a material increase in the amount of trash disposal and collection from the new use of the Heritage Building and such increase cannot be accommodated in the Disposal Facilities, then Garland, upon no less than thirty (30) days prior written notice to Heritage, may terminate the easements granted and conveyed to Garland pursuant to Section 1 and Section 2 hereof, and effective upon the date of any such termination, the provisions of Section 1, Section 2, Section 3, Section 4 and Section 6(a) shall terminate and be of no further force or effect and at any time thereafter Garland may record a written memorandum of such termination

3. **Installation and Maintenance of Disposal Facilities.** Heritage shall install, maintain, repair and replace the Disposal Facilities (other than the Grease Receptacle) for the use and benefit of the owners, tenants and other occupants of the Garland Parcel and the Heritage Parcel for trash collection purposes. Heritage shall install the Disposal Facilities (other than the Grease Receptacle) in a good and workmanlike manner, maintain the Disposal Facilities (other than the Grease Receptacle) in good working order and repair at all times during the term of this Agreement, and shall replace the Disposal Facilities (other than the Grease Receptacle) from time to time when Heritage reasonably deems such replacement to be necessary. Garland shall install, maintain, repair and replace the Grease Receptacle in a good and workmanlike manner, maintain the Grease Receptacle in good working order and repair at all times during the term of this Agreement, and shall replace the Grease Receptacle from time to time when Garland reasonably deems such replacement to be necessary. Heritage shall remain the owner of all improvements located on the Disposal Facilities Easement Area other than the Grease Receptacle, which shall be owned by Garland. Heritage shall enter into commercially reasonable contracts from time to time with reputable trash collection services to provide for the emptying of the Disposal Facilities (other than the Grease Receptacle) throughout the term of this Agreement, and shall, upon request, provide Garland with copies of all such contracts. All reasonable out-of-pocket costs of maintaining, repairing and replacing the Disposal Facilities (except as provided below) shall be shared equitably by the parties, as reasonably determined by Heritage based upon the relative use of the Disposal Facilities by the owners, tenants and occupants of the Heritage Building and the Garland Building, respectively. Heritage shall provide to Garland evidence of the costs and expenses incurred by Heritage from time to time in performing such maintenance, repairs and replacement (and any supporting documentation as Garland shall reasonably request), and such portion as Heritage reasonably determines is Garland's equitable share thereof based upon the Parties' respective use of the Disposal Facilities from time to time, and Garland shall pay to Heritage its portion of such costs within thirty (30) days after Heritage's written request for payment thereof; provided, however, should Garland reasonably disagree with the calculation or determination of Garland's equitable share of such costs, Heritage and Garland shall reasonably and diligently cooperate and negotiate in good faith to reach agreement on such calculation and determination. Notwithstanding the foregoing provisions, Garland shall be solely responsible for and pay the entire costs of installing, maintaining, repairing and replacing the Grease Receptacle, and for all cleaning and sanitizing related thereto in accordance with all applicable federal, state and local laws, codes, statutes, ordinances, rules and regulations (collectively, "Laws"). Garland acknowledges that the Grease Receptacle shall be placed on the floor of the room designated on Exhibit C attached hereto, and that the designated area for the Grease Receptacle is located immediately above space to be used by McDonald's Corporation (or its successors or assigns) for a grease separator, which will be installed and used exclusively by McDonald's Corporation, or its successors or assigns, in

connection with a McDonald's restaurant to be located in the Heritage Building. Garland agrees that the Grease Receptacle shall be portable and may be moved from time to time by McDonald's Corporation (or its successors or assigns), or its employees, agents or contractors, to allow for access and regular servicing of said grease separator, so long as the movement of the Grease Receptacle does not interfere with Garland's or its agents' or tenants' use of the Grease Receptacle in any material respect and the Grease Receptacle is immediately returned to its previous location in the Disposal Facilities Easement Area. Heritage shall not dispose of, and Heritage shall take commercially reasonable efforts to prevent its tenants, occupants, agents, guests and invitees from disposing of, any grease or other items in the Grease Receptacle or otherwise utilizing the Grease Receptacle in any manner.

4. **Repair and Maintenance of the Heritage Accessway.** Heritage, at its sole cost, shall maintain, repair and restore the Heritage Accessway in a good and usable, clean, safe, secure and sightly condition and in compliance with all applicable Laws. Heritage will not obstruct or permit the obstruction of the Heritage Accessway (except to the extent necessary to prevent unintended dedication thereof or the acquisition of adverse rights therein), other than in accordance with the maintenance and repair of the Heritage Accessway undertaken and prosecuted to completion in a diligent manner. All maintenance and repair of the Heritage Accessway shall be made so as to minimize unreasonable interference with the rights granted to Garland pursuant to this Agreement and with the operations on the Garland Parcel of any of the owners thereof or their employees, agents, tenants, invitees or licensees.

5. **Modifications to the Garland Vestibule.** Subject to the terms of this Agreement, Garland hereby grants to Heritage and its successors and assigns, as a temporary, non-exclusive appurtenant easement in the approximate location shown on Exhibit C attached hereto and designated thereon as the "Construction Easement Area" for the limited purpose of allowing Heritage, at Heritage's sole cost, to make modifications to the north exterior wall of the Garland Building and construct other related improvements as reasonably necessary in order to provide a door for ingress, egress and access to and from the Garland Building over, upon and across the Heritage Accessway to the Disposal Facilities Easement Area. The easement granted under this Section 5 shall include, without limitation, the right to bring construction personnel, materials, equipment, and other means and methods of construction onto the portions of the Garland Building designated on Exhibit C attached hereto as the "Construction Easement Areas", together with a non-exclusive temporary easement for ingress, egress and access on, over, under and across the Construction Easement Areas by Heritage and its contractors, representatives and agents, to the extent reasonably required in connection with the improvements and modifications pursuant to this Section 5. Heritage shall, at its sole cost, be required to obtain any and all licenses, permits and approvals necessary for the construction of the improvements and modifications pursuant to this Section 5, and any construction by or at Heritage's direction pursuant to this Section 5 shall be completed in a good, workmanlike and timely manner, in compliance with all applicable Laws, and in accordance with plans and specifications previously approved by Garland, with such approval not to be unreasonably withheld, delayed or conditioned. Prior to Heritage performing any of the work pursuant to this Section 5, Garland shall, at Heritage's sole cost, retain a consultant or engineer to determine where and in what manner certain pipes and other utility lines located on the north wall of and within the confines of the Garland Vestibule shall be relocated in order to complete the work contemplated by this Section 5, and any relocation of such pipes or other utility lines within the

confines of the Garland Vestibule shall be in accordance with such consultant's or engineer's recommendations. In undertaking any relocation of pipes or other utility lines pursuant to this Section 5, Heritage is making no representation or assurance as to the suitability of the relocation, and Heritage shall have no liability with respect to such relocation so long as Heritage complies with such recommendations in all material respects. Heritage's obligations under this Section 5 for relocation of pipes and utility lines is limited solely to the relocation of the portions of the pipes and utility lines located on the north wall of and within the confines of the Garland Vestibule and Heritage shall have no obligation to relocate any portions of any pipes or utility lines or related equipment, facilities, or building systems located outside such area. Upon substantial completion of the modifications to the Garland Vestibule pursuant to this Section 5, Heritage shall provide written notice thereof to Garland and Garland shall have the right, for a period of ten (10) days following receipt of such notice from Heritage, to inspect and approve such modifications. Garland shall notify Heritage in writing within such ten (10) day period of any defective or incomplete items of work, and upon receipt of any such notice from Garland, Heritage shall promptly and diligently correct and complete such items. Upon correction and completion of such items, Heritage shall notify Garland in writing and Garland shall have the right to inspect and approve such items for a five (5) day period following receipt of such notice from Heritage, and the provisions of this Section 5 regarding correction and completion of any remaining defective or incomplete items shall apply. Following correction and completion of any items in accordance with this Section 5, the modifications to the Garland Vestibule pursuant to this Section 5 shall be deemed substantially complete. Upon substantial completion of the modifications to the Garland Vestibule pursuant to this Section 5, Garland shall be responsible, at its sole cost, for the maintenance, repairs and replacement of the Garland Vestibule including, without limitation, the pipes, utility lines, doors, windows, fire shutters therein as well as any and all mechanical, plumbing, electrical and fire protection systems and their components.

6. **Garland Court.**

(a) Heritage hereby acknowledges and agrees that, as of the date of this Agreement, (i) from time to time, Garland maintains, among other facilities, certain construction dumpsters, trash and refuse dumpsters and grease receptacle facilities (collectively, the "Garland Court Facilities"), on and around the public street commonly known as Garland Court, which is east of and contiguous to the Parcels ("Garland Court"), (ii) the Disposal Facilities and the easement and other rights granted to Garland by Heritage under this Agreement are limited in nature, and, as of the date hereof, do not include any construction dumpsters usable by Garland, and (iii) except as provided in Section 2 above, Garland has not been granted any easements or other rights to use any portion of the Heritage Building for loading dock or delivery facilities, and (iv) in order to continue functioning as a mixed use building, the Garland Building may, subject to the terms of this Section 6(a), need to maintain certain Garland Court Facilities in Garland Court and will continue to utilize Garland Court and the Garland Building's entrance on Garland Court for loading, unloading and deliveries to and from the Garland Building. Notwithstanding the foregoing, both Parties covenant and agree to use commercially reasonable efforts to keep Garland Court free and clear of any trash receptacles, dumpsters (including dumpsters for construction materials), containers or other impediments that obstruct ingress, egress, and access to and from Garland Court in any material respect; provided, however, that Heritage acknowledges and agrees that neither



(a) the use of the area specified on Exhibit C.1 and designated as the "Permitted Loading and Delivery Area" (to be used for loading, unloading and deliveries to and from the Garland Building), nor (b) the placement of one (1) trash dumpster with a capacity not to exceed thirty (30) yards (to be located within the area specified on Exhibit C.1 attached hereto as the "Permitted Garland Dumpster Area") to be used for the disposal of construction material and debris from the demolition and construction of improvements within the Garland Building at any time when Heritage is not permitting Garland to keep and maintain such construction dumpster in the Disposal Facilities Easement Area in accordance with Section 2 of this Agreement, shall constitute a violation of the provisions of this Section 6(a). Garland agrees that to the extent commercially practicable it shall not bring any service vehicles on any portion of the Heritage Parcel or the Garland Parcel for trash or grease collection and disposal, or otherwise contract or schedule any service vehicles to be present on the Heritage Parcel or the Garland Parcel for trash or grease collection and disposal at any time after 11:00 p.m. and before 8:00 a.m., seven days a week, and Garland shall use commercially reasonable efforts in exercising its rights under Section 1, Section 2 and Section 3 hereof so as not to disrupt and interfere in any material respect with the use, occupancy and enjoyment of the Heritage Parcel. Notwithstanding anything herein to the contrary, Garland's obligations under this Section 6(a) shall not commence until the Heritage Building has been substantially completed and the Disposal Facilities are installed and functioning in the Disposal Facilities Easement Area in accordance with the terms of this Agreement.

(b) Heritage shall have the right to install, keep and maintain planters and other landscaping on Garland Court in accordance with the landscaping plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, no. \_\_\_\_\_ (the "Landscaping Plans"), as such plans may be modified from time to time with the approval of the City, to the extent required. The Parties agree that at a mutually agreed upon time, at Garland's direction, Heritage shall use its best efforts to promptly obtain from the City its approval, if necessary, of a revision to the Landscaping Plan to (i) eliminate the fifteen (15) foot planter located immediately east of the existing service entrance to the Garland Building, (ii) relocate the thirty-five (35) foot planter to as near as possible to the south property line of the Garland Parcel and (iii) construct a curb cut along the west side of Garland Court near the existing service entrance to the Garland Building (the "Curb Cut Area") (collectively, (i), (ii) and (iii) are referred to as the "Landscape Modifications"), as directed by Garland. Heritage agrees to pay for the reasonable costs and expenses (including reasonable attorneys' fees and costs) of seeking the City's approval of the Landscape Modifications. Heritage further agrees that Garland may join in any request by Heritage for such City approval, provided that Garland shall pay all attorneys' fees and costs for any attorney retained by Garland in connection therewith. Upon Garland's request, Heritage shall, at its sole cost, cause a drawing of the proposed Landscape Modifications to be prepared for use in seeking the City's approval of the Landscape Modifications. If the Landscape Modifications (or any of them) are approved by the City, Heritage shall construct or cause to be constructed such Landscape Modifications, at Heritage's sole cost, in conjunction with Heritage's planned improvements to Garland Court. Garland agrees that if the curb cut described in Landscape Modification (iii) above is approved by the City, then deliveries by vehicles for the tenants and occupants of the Garland Building shall be permitted within the Curb Cut Area, provided, however,

that if Heritage does not provide Garland or its tenants or occupants with the use of any dumpster for construction materials and debris that may be placed in or adjacent to the Disposal Facility Easement Area pursuant to Section 2 above, then the Curb Cut Area shall be used for the placement of a temporary dumpster for the disposal of construction materials and debris from the demolition and construction of improvements within the Garland Building. Notwithstanding anything herein to the contrary, Garland shall have sole responsibility to obtain, at Garland's sole cost, any governmental approval that may be required to permit any and all uses of this Curb Cut Area. Garland shall not be responsible for, and shall have no duty or obligation to reimburse any other party for the cost of, maintaining, replacing and/or repairing any landscaping located on Garland Court.

(c) If the City does not approve the construction of the Curb Cut Area, then Heritage shall, at its sole cost and expense, re-apply to the City for its approval of a modified Landscape Modification that eliminates the construction of the Curb Cut Area. In the event the City does not approve such modified Landscape Modification, then (i) to the extent commercially practicable Garland shall continue to direct pick-up and delivery vehicles to the service entrance of the Garland Building located on the east side of the Garland Building, and (ii) to the extent any such pick-ups and/or deliveries to such service entrance are rendered commercially impracticable by virtue of the location of any landscaping features located along Garland Court, then (A) Heritage shall permit such pick-ups and/or deliveries to be made to the loading dock area of the Heritage Building, subject to such reasonable rules and regulations regarding deliveries and the use of the loading dock area as may be mutually agreed to by Heritage and Garland, and (B) Heritage shall enter into an additional easement agreement in form and content reasonably acceptable to Heritage and Garland whereby Garland is granted a non-exclusive easement appurtenant to the Garland Parcel to utilize the Heritage Building loading dock area in accordance with the terms of this Agreement.

7. **Encroachment Easement.** Heritage hereby grants, gives and conveys to Garland and its successors and assigns, as an easement appurtenant to the Garland Parcel, a non-exclusive easement to allow to remain in place and to maintain any portion of the north wall of the Garland Building (as it is existing on the date hereof) encroaching on, over, under or across the Heritage Parcel as depicted on Exhibit F, provided, however, the easement granted pursuant to this Section 7 shall exist only so long as the encroaching elements of the north wall of the Garland Building continue to exist. Notwithstanding the foregoing, during the initial construction of the south facade of the Heritage Building, Heritage may perform repairs, maintenance and other work on the north wall of the Garland Building as required to eliminate or reduce such encroachments, all at Heritage's sole cost, provided (i) there is no structural impairment of the Garland Building as a result thereof, (ii) such repairs, maintenance and other work is performed in a good, workmanlike and timely manner in compliance with all Laws and in accordance with specifications prepared by Heritage and approved by Garland prior to Heritage undertaking any such work, (iii) Heritage shall, at its sole cost, be required to obtain any and all licenses, permits and approvals necessary for any such repairs, maintenance and other work, and (iv) Heritage will use reasonable efforts to perform or cause the performance of all such repairs, maintenance and other work in a manner which will avoid unreasonably interfering with the use, occupancy or enjoyment of the Garland Building by Garland or any of its tenants or occupants. Heritage shall

not be responsible for and shall have no obligation to eliminate any encroaching elements on the north wall of the Garland Building that Heritage determines do not interfere with Heritage's construction of the Heritage Building.

8. **Construction Staging Area and Construction Barricade.** Heritage shall use all reasonable efforts to place the construction staging area for the construction of the Heritage Building in the area bounded by Fence and Gate locations shown on Exhibit E-"Construction Staging Plans" attached hereto. Heritage shall also use all reasonable efforts to place the construction staging area and all barricades, scaffolding and like items, and undertake (or cause to be undertaken) all demolition, excavation, construction and related activities, in such a manner so as not to unreasonably interfere in any material respect with (i) the free and unimpeded ingress, egress and access by motor vehicles and/or pedestrians to and from the existing entrances to the Garland Building on the public street commonly known as Wabash Avenue and on Garland Court, (ii) the continued use by Garland and its agents, employees and tenants of the Garland Court Facilities that are located contiguous to the Garland Parcel, (iii) the continued use by Garland and its agents, employees and tenants of those certain parking spaces located on Wabash Avenue adjacent to the west facade of the Garland Building for which Garland has received and maintains City approval, and (iv) the use of the Garland Building by Garland and its agents, employees and tenants. During the course of construction, Heritage intends to maintain a plywood construction barricade on the Wabash Avenue sidewalk within two (2) feet of the North property line of the Garland Parcel, and Heritage agrees that so long as said barricade is maintained, Heritage will permit Garland to place on the southern face of such barricade, in the proximity of the existing Garland Building entrance on Wabash Avenue, such directional, identification and leasing signage for the Garland Building as Garland may reasonably request, as permitted by applicable Laws, provided that Garland shall be required to obtain and pay for any permits that may be required for such signage. Should Heritage fail to comply with the terms of subsections (i), (ii) and/or (iv) of this Section 8, then Garland shall be entitled to exercise its self-help remedies set forth in Section 17 hereof should any such failure continue for one (1) business day after receipt by Heritage from Garland of notification of such failure, and Garland shall be entitled to reimbursement for all costs and expenses incurred in connection with exercising its self-help remedies as set forth in Section 17 hereof.

9. **Waterproofing of Garland Building North Wall.** Heritage shall apply a waterproofing material to the portions of the north wall of the Garland Building that are (i) below-grade, (ii) no lower than the basement level of the Garland Building, and (iii) that may be exposed in the excavation of the Heritage Parcel. Garland shall provide Heritage with the specification for the type of water proofing material to be used within ten (10) days after Garland's receipt from Heritage of its written request therefor. Heritage shall pay for the cost of the application of such waterproofing material up to the lesser of (i) \$10,000 or (ii) the actual cost incurred by Heritage's contractor for obtaining and applying such waterproofing as provided herein. Notwithstanding the foregoing, if (y) steel sheeting is installed in the Heritage Parcel in order to stabilize the Heritage Parcel as required the City or by applicable Law, or as may otherwise be required by prudent engineering standards and (z) by virtue of the installation of such steel sheeting no below-grade portion of the north wall of the Garland Building will be exposed or otherwise affected by any construction activities on the Heritage Parcel, then Heritage's obligation to apply the waterproofing material pursuant to this Section 9 shall no longer apply. Heritage's obligation under this Section 9 shall be limited to the application of a

waterproofing material in accordance with the provisions of this Section 9, and in no event shall Heritage have any obligation whatsoever to repair any structural problems or deficiencies relating to the Garland Building of any kind in connection with such waterproofing, or to perform any repair or structural work on the Garland Building (or the foundation or north wall thereof) in connection with such waterproofing, except to the extent resulting from the negligence of Heritage or its agents or a breach of Section 13 hereof by Heritage or its agents in undertaking and completing such waterproofing, and, except as otherwise provided herein, any such repair and structural work shall remain the responsibility of Garland, at Garland's sole cost, which Garland shall undertake without disruption of or impact on the schedule of, or interference with the construction activities on, the Heritage Parcel.

10. **Exhaust System Relocation.** On or before June 1, 2004 (the "Exhaust Relocation Date"), Garland shall relocate or cause to be relocated, at no cost to Heritage, the exhaust system serving the "Heaven on Seven" restaurant in the Garland Building and, to the extent required by applicable Law, the exhaust system on the 17<sup>th</sup> floor of the Garland Building (the "Garland Exhaust Systems"). The new location of the Garland Exhaust Systems shall be reasonably determined by Garland. Notwithstanding the Exhaust Relocation Date, Garland must complete any portion of the relocation work that may be necessary or incidental to the relocation of the Garland Exhaust Systems prior to the point in time when any portion of the Garland Building becomes permanently inaccessible by reason of the development and construction of the Heritage Building.

11. **Party Wall Flashing.** Prior to the substantial completion of the Heritage Building, Heritage shall install, at its sole cost, party wall flashing generally along the 9th floor line of the Heritage Building in the area depicted on the Exhibit D attached hereto, which installation shall be completed in accordance with specifications to be prepared by Heritage and approved by Garland prior to Heritage's installation thereof. Heritage shall be responsible for the repair, maintenance and replacement of said party wall flashing after the initial installation thereof, with the costs thereof to be shared equally by the Parties. Garland shall reimburse Heritage for its portion of such costs within thirty (30) days after Heritage's written request for payment thereof.

12. **Exterior Infill.** During the course of construction of the Heritage Building, Heritage shall, at its sole expense, perform exterior infill on the Garland Building north wall windows and/or other penetrations in the area depicted as the "Infill Area" on Exhibit D attached hereto. The material used for such exterior infill work shall, as much as reasonably practical, resemble the existing masonry materials used on the north wall of the Garland Building, and such infill material, as well as any plans and/or specifications utilized by Heritage in undertaking its responsibilities under this Section 12, shall be promptly approved by Garland in its reasonable discretion. Heritage shall have no obligation to glaze or re-glaze any windows in the Infill Area, but instead Heritage shall fill in any window areas with the exterior infill material used on the balance of the Infill Area. Heritage's obligations under this Section 12 shall be limited to performing the infill work in the Infill Area from the exterior of the Garland Building, and Heritage shall have no obligation to perform any interior or other structural work in the Garland Building in connection therewith, or to repair, maintain, or to replace any exterior infill materials following the initial installation thereof. Garland shall be responsible for the infill of any areas of the Garland Building outside of the Infill Area that may be required by the City or applicable

Laws. Upon the mutual written agreement of Heritage and Garland, Garland contractors may undertake all obligations of Heritage under this Section 12, and Heritage shall, within thirty (30) days after receiving invoices therefor and any reasonable supporting documentation requested by Heritage, reimburse Garland for all costs and expenses incurred by Garland or the Garland contractors in undertaking and completing such obligations.

13. **Performance of Construction Work.** Any and all work to be performed on the Garland Parcel under this Agreement by or at Heritage's direction shall be governed by the terms and conditions of this Section 13. Prior to entry onto the Garland Parcel to commence any work pursuant to this Agreement, except as otherwise provided herein, Heritage shall provide Garland with no less than five (5) business days prior written notice. In performing any work on the Garland Parcel under this Agreement, Heritage shall (i) comply with all Laws, licenses, permits and such reasonable rules and regulations as Garland shall impose relating to Heritage's construction activities, and (ii) undertake and complete all such work in a good and workmanlike manner in accordance with plans and/or specifications previously approved by or provided by Garland in its reasonable discretion. Heritage will use reasonable efforts to perform or cause performance of its construction work in a manner which will avoid unreasonably interfering with the use, occupancy or enjoyment of any portion of the Garland Building by Garland or any of its tenants or occupants. Following the exercise of any rights under this Agreement, Heritage will promptly clean up and leave the affected portion of the Garland Building free of construction debris, materials, tools, machinery and equipment. To the extent that any of Heritage's construction activities cause any damage to the Garland Building, Heritage shall promptly, at Heritage's sole cost, repair or replace such damaged areas to at least as good a condition, and using materials of a quality and appearance the same or better, than as existed prior to undertaking such construction. Following completion of any work or other improvements by Heritage to the Garland Building or any other portion of the Garland Parcel pursuant to this Agreement, except as otherwise expressly provided herein, Garland shall have sole responsibility for the maintenance, repairs and replacement of such work or improvements.

14. **Tuck-Pointing Reimbursement.** Heritage agrees to reimburse Garland in an amount equal to a total of \$52,000 for the reasonable, out-of-pocket costs incurred by Garland in calendar years 2002 and 2003 for completing certain tuck-pointing repairs to the north wall of the Garland Building. Garland shall provide Heritage with invoices or other supporting evidence of the amounts incurred for such tuck-pointing work, together with any other documentation that Heritage or its title insurer may reasonably request in connection with such reimbursement (including, without limitation, lien waivers from the contractors performing the work). Payment of the reimbursement obligation hereunder shall be made by Heritage within thirty (30) days following Heritage's receipt of the documentation required hereunder, but no earlier than August 1, 2002.

15. **Effectiveness of Easements.** The easement rights granted to Heritage in this Agreement shall not become effective unless and until construction work has commenced on the Heritage Building and Garland is reasonably satisfied that the Heritage Building (including, without limitation, the Disposal Facilities Easement Area and the Disposal Facilities) will be constructed and configured in substantially the manner contemplated as of the date hereof; provided, however, that the foregoing restriction shall not in any way restrict or otherwise limit

the terms of that certain letter agreement dated April 26, 2002 between Heritage and Garland regarding a temporary license for access to electric utilities.

16. **No Mechanics' Liens.** Neither Party or its successors and assigns shall permit or cause any construction, mechanics', laborers', materialmen's, or other similar liens to attach to any portion of the other Party's Parcel in connection with the performance of any work or other construction activities hereunder. If, despite the foregoing, a Party or its successors and assigns, as the case may be, permits or causes any such liens to attach to the other Party's Parcel (such Party shall be referred to hereinafter as the "responsible Party"), the responsible Party shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over to the satisfaction of the other Party within thirty (30) days following written notice thereof. If the responsible Party or its successors and assigns, as the case may be, fails to so discharge or bond over all such liens, the other Party shall have the right to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by the other Party in connection with such action, and all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by the other Party in connection therewith, plus interest thereon from the date of expenditure thereof until repaid at the rate set forth in Section 18 below, shall be paid by the responsible Party within five (5) days following the other Party's written demand therefor.

17. **Self-Help.** If either Party hereto or its successors or assigns, as the case may be, fails to maintain and repair any of the easement areas or any other items for which such Party is obligated hereunder or to perform any of its other obligations hereunder and such failure shall not be cured within ten (10) days after written notice thereof from the other Party, then the other Party shall have the right, but not the obligation, to perform such repair and maintenance work or such other obligations (and shall be given an easement and right of limited access upon such portions of the other Party's Parcel as may be reasonably necessary for the exercise of such rights); provided, however, that no such notice shall be necessary if such failure constitutes an emergency which causes or threatens to cause any damage to persons or property. Any exercise of the self-help rights under this Section 17 shall be completed, to the extent reasonably possible, with minimal interference and disruption of the use and operation of the other Party's Parcel. Any and all costs incurred by the other Party in the performance of such maintenance and repair work shall be reimbursable pursuant to Section 18 upon demand therefor, together with interest at the rate set forth in Section 18 from the date of the expenditure thereof until repaid.

18. **Reimbursement.** If either Party incurs any costs or advances funds due to a default by the other Party, or if a Party fails to pay the other Party any amount required to be paid hereunder within the applicable time period provided for hereunder, the defaulting Party shall reimburse the non-defaulting Party for all reasonable expenses incurred by the non-defaulting Party, together with interest thereon from the date of expenditure until repaid at an annual rate equal to the rate of interest published from time to time in the "Money Rates" section of The Wall Street Journal as the "prime rate" or other similar rate plus two percent (2%) adjusting when and as such prime rate shall adjust, within five (5) days following the non-defaulting Party's written demand therefor. All such amounts including costs of collection thereof (including reasonable attorneys' fees) shall be a charge and continuing lien upon the Parcel of the Party who owes the amount due, which lien shall be binding upon such Party and all successors

in title to such Parcel, provided, however, that such lien shall be subordinate to all prior liens of record.

19. **Force Majeure; Interruption of Services.** If a Party fails to perform in a timely manner any of the obligations to be performed by such Party under this Agreement, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other Party (or such other Party's employees, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing Party (other than lack of funds), then the non-performing Party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

20. **No Termination by Default or Non-Use.** The easements created hereunder and the rights and benefits conferred hereby shall not be terminated by reason of default or breach by either Party or by mis-use or non-use of the easements granted hereunder. No abandonment or termination of the easements created hereunder shall be implied by non-use or any action or inaction of the Parties other than an express, recorded declaration of abandonment or termination that is executed by the Party against whom such abandonment or termination is asserted (or its predecessor in interest), subject to the terms of Section 2 hereof.

21. **Remedies.** The Parties hereto shall have the right to enforce the terms hereof by any and all remedies available at law, in equity or pursuant to the express terms hereof. Without limiting the foregoing, the Parties expressly acknowledge and agree that any non-monetary breach or default hereunder, including any mis-use of the easements granted hereunder and/or the failure to maintain any easement areas as required hereunder, may be enjoined (by negative injunction or affirmative injunction), and that money damages shall not be an adequate remedy for any non-monetary breach or default hereunder.

22. **Covenants Running with the Land; Successors and Assigns.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land with respect to the Parcels and shall be binding upon and inure to the benefit of the Parties hereto and their respective mortgagees, successors and assigns.

23. **Transfer of Ownership.** Upon the transfer of ownership of either Parcel (which for purposes of the Heritage Parcel shall be deemed to include the creation of a condominium or other owners' association (the "Association") for purposes of administering the common areas and elements of the Heritage Parcel), the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate and the transferor automatically shall be released from any and all further liability arising hereunder from any breach of a covenant occurring after the date of transfer. All references herein to the Parties shall mean and include not only the original signatories hereto, but each successive owner of the Parcels or any portion(s) thereof.

24. **Insurance.**

(a) Each Party agrees to continuously maintain comprehensive general liability insurance (including personal injury, bodily injury, broad form property damage, products and completed operations liability, contractual liability, coverage to include contractors and subcontractors, with a cross liability clause and a severability of interests clause, in limits not less than \$5,000,000.00, inclusive, per occurrence) for the benefit of the other Party and the mortgagees of record of the Parcels in respect to the easement areas located upon its Parcel as created hereunder in accordance with the provisions of this Section 24.

(b) Prior to commencing any construction activities on the Garland Parcel and only for so long as Heritage or its contractors, agents or employees enter onto the Garland Parcel, Heritage, at its sole cost, shall maintain and keep in force (or cause to be maintained and kept in force) workers' compensation insurance as required by any applicable law and comprehensive general liability insurance in the broadest form customarily available and maintained by prudent owners of commercial properties in the vicinity of the Garland Parcel. If such insurance is canceled or expires, Heritage shall immediately stop all work on or use of the Garland Parcel until either the required insurance is reinstated or replacement insurance obtained.

(c) Insurance policies required by this Section 24 shall be purchased from reputable and financially responsible insurance companies licensed to do business in the State of Illinois, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than B+/VII (or such lesser rating as the Parties and their respective mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. The insurance to be maintained under this Section 24 shall provide that no material reduction in coverage, cancellation, including cancellation for nonpayment of premium or other termination shall become effective until the expiration of thirty (30) days after written notice thereof shall have been received by the other Party. The required coverages may be in any combination of primary, excess, and umbrella coverage or policies. The coverages set forth above shall be deemed to be minimum coverages and shall not be construed in any way as a limitation on a Party's or any contractor's duty to carry adequate insurance as required in this Section 24 or on a Party's or any contractor's liability for any claims, losses, or damages related to this Agreement. Each Party and any contractor shall at all times carry such additional coverages or limits as may be necessary to fully comply with this Agreement. The insurance policies required by the Parties under this Section 24 shall name the owner(s) of the other Parcel and their respective mortgagees (if the name of such mortgagee(s) is provided to the other Party) as additional insureds. Each Party, from time to time upon the request of the other Party, shall furnish to the requesting Party policies or certificates evidencing such coverage. Notwithstanding the foregoing provisions, the insurance required of Heritage hereunder may be maintained and kept in force in whole or in part by Heritage's general contractor or by the Association in lieu of Heritage. The insurance required pursuant to this Section 24 shall include the following provisions:



i that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; and

ii for contractual liability coverage with respect to the indemnity obligation set forth in this Agreement.

(d) The Parties hereto each hereby waive any right of subrogation and right of recovery or cause of action for injury or loss (i) to the extent that such injury or loss is covered by fire, extended coverage, "All Risk" or similar policies covering real property or personal property (or which would have been covered if the Party was carrying the insurance required by this Agreement) and (ii) including death or disease to respective employees of either as covered by Workers' Compensation (or which would have been covered if the Party was carrying the insurance required by this Agreement). Said waivers shall be in addition to, and not in limitation or derogation or, any other waiver or release contained in this Agreement. Written notice of the terms of the above mutual waivers shall be given to the insurance carriers of each Party if necessary to ensure the enforcement of said waivers on behalf of insurers who may otherwise assume the rights of the Parties hereto.

25. **Indemnity.** Each Party (hereinafter in this Section 25, the "Indemnifying Party") shall, at its sole cost, indemnify, defend and hold harmless the other Party (hereinafter in this Section 25, the "Indemnitee") from and against any and all claims, losses, liabilities, damages, judgments, actions or proceedings, against the Indemnitee, by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Party's use, exercise or enjoyment of an easement or right granted hereunder or entry onto the Indemnifying Party's Parcel pursuant to this Agreement, or breach or violation of the terms of this Agreement, and from and against all costs, attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, loss, liability, damage, judgment, action or proceeding, the Indemnifying Party, upon notice from the Indemnitee, shall resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitee.

26. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be sent either (a) by Federal Express or similar generally recognized overnight courier regularly providing proof of delivery or (b) by personal delivery by a generally recognized courier service regularly providing proof of delivery, or (c) by postage prepaid, certified mail, return receipt requested, to the following addresses or at such other addresses as a Party may specify from time to time by notice to the other party:

(a) If to Heritage: c/o Mesa MPT, LLC  
445 West Erie Street, Suite 240  
Chicago, IL 60610  
Attention: Richard A. Hanson

With a copy to: Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street, Suite 1800  
Chicago, IL 60601  
Attention: Robert H. Goldman, Esq.

(b) If to Garland: Garland Office, LLC  
c/o Financial Investments Corporation  
River Plaza 2 East  
405 North Wabash  
Chicago, Illinois 60606  
Attention: Tim Farrell

With a copy to: Sonnenschein, Nath and Rosenthal  
8000 Sears Tower  
Chicago, IL 60606  
Attention: John Hirschman, Esq.

Notices shall be effective upon receipt or when proper delivery is refused. Either Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other Party.

27. **Amendment.** No amendment, modification, addition, deletion, or other change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the Parties.

28. **Authority.** Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the Party whom he or she represents, and that such Party intends to be legally bound by the provisions of this Agreement.

29. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Illinois. This Agreement shall not be construed against either Party but will be construed in accordance with the intentions of the parties set forth in this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the Parties hereto shall promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. This Agreement may be executed in any number of counterparts, each

of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument.

30. **Estoppels.** Each Party shall, within fifteen (15) days after request therefor from the other Party, furnish an "estoppel certificate" in the form reasonably required by the requesting Party, setting forth the status of this Agreement, the existence or absence of amounts due hereunder (and liens therefor) and any defaults that may exist hereunder. The "estoppel certificate" shall be conclusive evidence of the matters set forth therein and may be relied upon by the requesting Party, its mortgagees, successors and assigns.

31. **Future Acts.** The Parties agree, at any time and from time to time upon request therefor by the other Party, to execute and deliver to the other party any new and confirmatory instruments and do and perform any other acts which the other Party may reasonably request in order to carry out the purposes of this Agreement; provided, however, that any such request shall not in any way affect adversely in any material respect the substantive rights of either Party.

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

**THE HERITAGE AT MILLENNIUM PARK, LLC**, a Delaware limited liability company

By: **Mesa MPT, LLC**, its manager

By: Richard A. Hanson  
Name: Richard A. Hanson  
Its: Manager

**GARLAND OFFICE, LLC**, an Illinois limited liability company

By: Jennifer W. Peters  
Name: Jennifer W. Peters  
Its: Managing Member

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) S  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard A. Hanson, the manager of Mesa MPT, LLC, which is the manager of The Heritage at Millennium Park, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of October, 2002.

Shawn Hunt

Notary Public

My Commission Expires:

5/8/06



STATE OF IL )  
 ) SS.  
COUNTY OF COOK )

I, LORI FRISCH, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JENNIFER W. STEANS, personally known to me to be the Managing Member of Garland Office, LLC, an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of October, 2002.

Lori Frisch

Notary Public

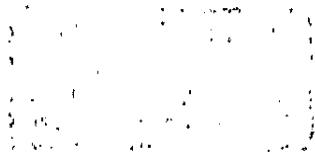
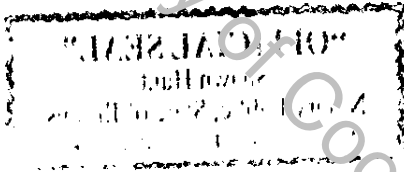
My Commission Expires:

09/13/06



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CONSENT OF MORTGAGEE

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, holder of a Mortgage dated October 19, 1998, and recorded on October 23, 1998, as Document Number 98952982, covering the Garland Parcel, hereby consents to the execution and recording of the Easement Agreement within and agrees that said Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, the Bank has caused this instrument to be signed by its duly authorized officers on its behalf at Chicago, Illinois, on this 21 day of November, 2002.

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]  
Its: Vice President

STATE OF ILLINOIS )  
  )  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me this 21st day of November, 2002 by DAVID J. CHEPEY, V.P. of LaSalle Bank National Association, a national banking association on behalf of the association.

[Signature]  
OFFICIAL SEAL  
MARIA T ESPARZA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/12/03

CONSENT OF MORTGAGEE

MMBC DEBT HOLDINGS I, LLC, a limited liability company organized and existing under the laws of Delaware, holder of a Mortgage dated July 1, 2002, and recorded on August 13, 2002, as Document Number 0020886510, covering the Heritage Parcel, hereby consents to the execution and recording of the Easement Agreement within and agrees that said Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, MMBC Debt Holdings I, LLC has caused this instrument to be signed by its duly authorized officers on its behalf at Boston, Massachusetts, on this 13<sup>th</sup> day of November, 2002.

MMBC DEBT HOLDINGS I, LLC,  
a Delaware limited liability company

By: MASSMUTUAL/BOSTON CAPITAL  
MEZZANINE PARTNERS, L.P.  
Its Sole member

By: Boston Mass LLC  
Its General Partner

By: MassMutual Mortgage Finance, LLC  
Its Co- Manager

By: \_\_\_\_\_  
Name: Victor Woolridge  
Title: Senior Executive Director

By: Boston Capital Institutional  
Advisors LLC  
Its Co-Manager

By: William H. Kremer  
Name: William H. Kremer  
Title: Managing Director



CONSENT OF MORTGAGEE

MMBC DEBT HOLDINGS I, LLC, a limited liability company organized and existing under the laws of Delaware, holder of a Mortgage dated July 1, 2002, and recorded on August 13, 2002, as Document Number 0020886510, covering the Heritage Parcel, hereby consents to the execution and recording of the Easement Agreement within and agrees that said Mortgage is subject and subordinate thereto.

**IN WITNESS WHEREOF**, MMBC Debt Holdings I, LLC has caused this instrument to be signed by its duly authorized officers on its behalf at Springfield, Massachusetts, on this 13<sup>th</sup> day of November, 2002.

MMBC DEBT HOLDINGS I, LLC,  
a Delaware limited liability company

By: MASSMUTUAL/BOSTON CAPITAL  
MEZZANINE PARTNERS, L.P.  
Its Sole member

By: Boston Mass LLC  
Its General Partner

By: MassMutual Mortgage Finance, LLC  
Its Co-Manager

By: [Signature]  
Name: Victor Woolridge  
Title: Senior Executive Director

By: Boston Capital Institutional  
Advisors LLC  
Its Co-Manager

By: \_\_\_\_\_  
Name: William H. Kremer  
Title: Managing Director

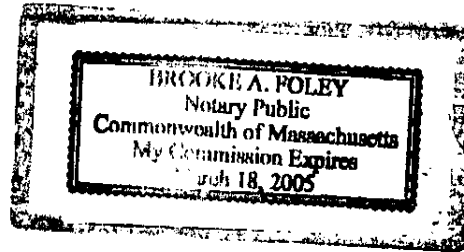
COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

*November 13* 2002

Then personally appeared before me the above-named William H. Kremer, the Managing Director of Boston Capital Institutional Advisors LLC, Co-Manager of Boston Mass LLC, General Partner of MASSMUTUAL/BOSTON CAPITAL MEZZANINE PARTNERS, L.P., the sole Member of MMBC DEBT HOLDINGS I, LLC and acknowledged the foregoing instrument to be such person's free act and deed and the free act and deed of MMBC DEBT HOLDINGS I, LLC.

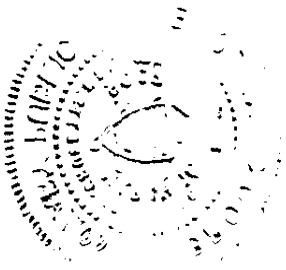
*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



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COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss. Springfield

November 14, 2002

Then personally appeared before me the above-named Victor Woolridge, the Senior Executive Director of MassMutual Mortgage Finance, LLC, Co-Manager of Boston Mass LLC, General Partner of MASSMUTUAL/BOSTON CAPITAL MEZZANINE PARTNERS, L.P., the sole Member of MMBC DEBT HOLDINGS I, LLC and acknowledged the foregoing instrument to be such person's free act and deed and the free act and deed of MMBC DEBT HOLDINGS I, LLC.

*Diane M. Blumrich*

Notary Public

My Commission Expires:

DIANE M. BLUMRICH  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 20, 2006

Property of Cook County Clerk's Office

EXHIBIT A

**Garland Parcel**

LOTS 7 AND 8 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN  
FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

111 North Wabash, Chgo, IL  
PIN # 17-10-309-009

Property of Cook County Clerk's Office

EXHIBIT B

Heritage Parcel

Parcel 1:  
THE WEST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO  
IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Parcel 2:  
THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO  
IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Parcel 3:  
LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4:  
LOT 3 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 5:  
LOT 4 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 6:  
LOT 5 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 7:  
LOT 6 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO IN THE  
SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #'S: 17-09-309-001, 003, 004, 005, 006, 007,  
008, 010 011

ADDRESS: SOUTHEAST CORNER OF RANDOLPH  
STREET & WABASH AVENUE, CHGO, IL.

EXHIBIT C

Easements

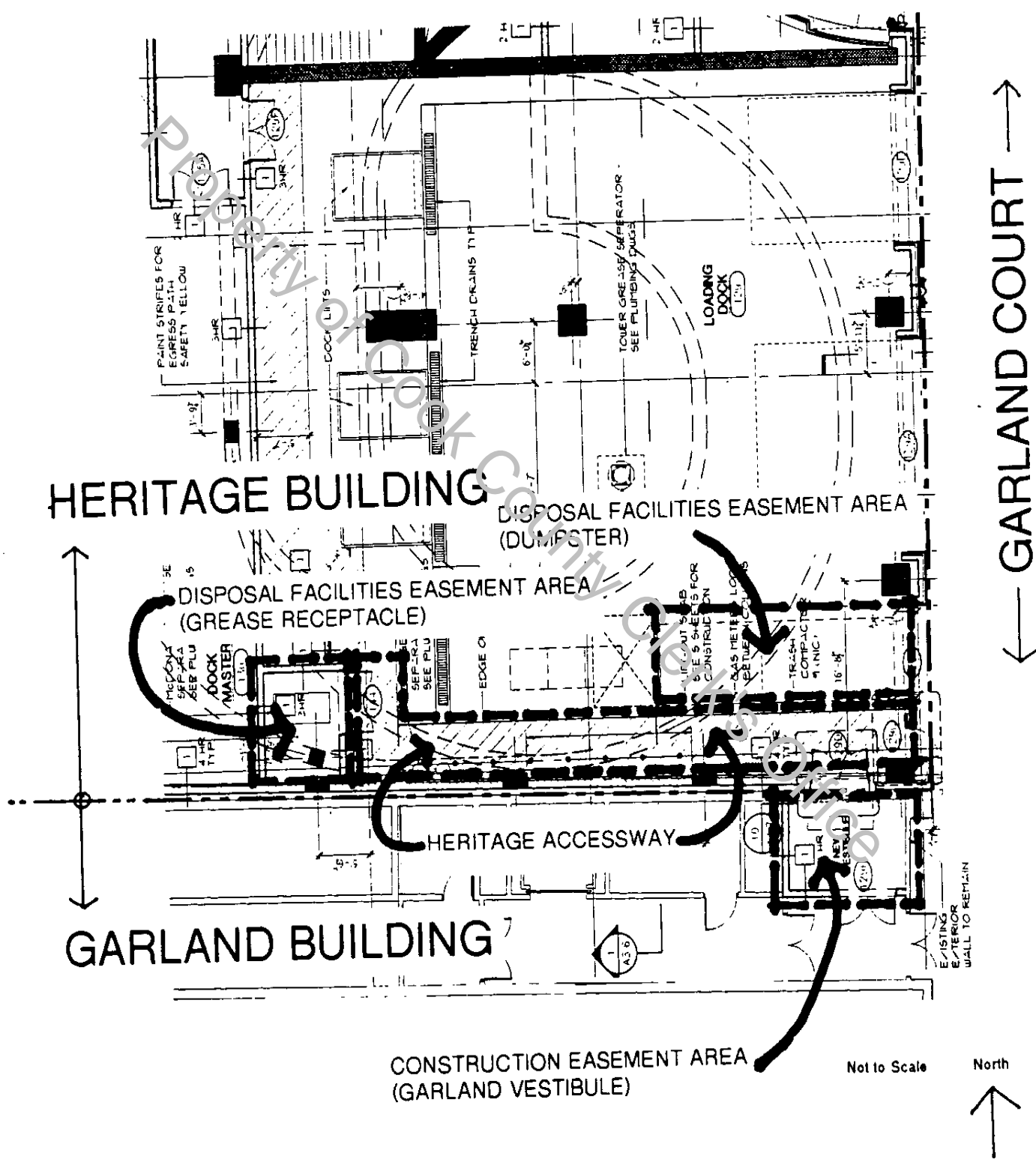
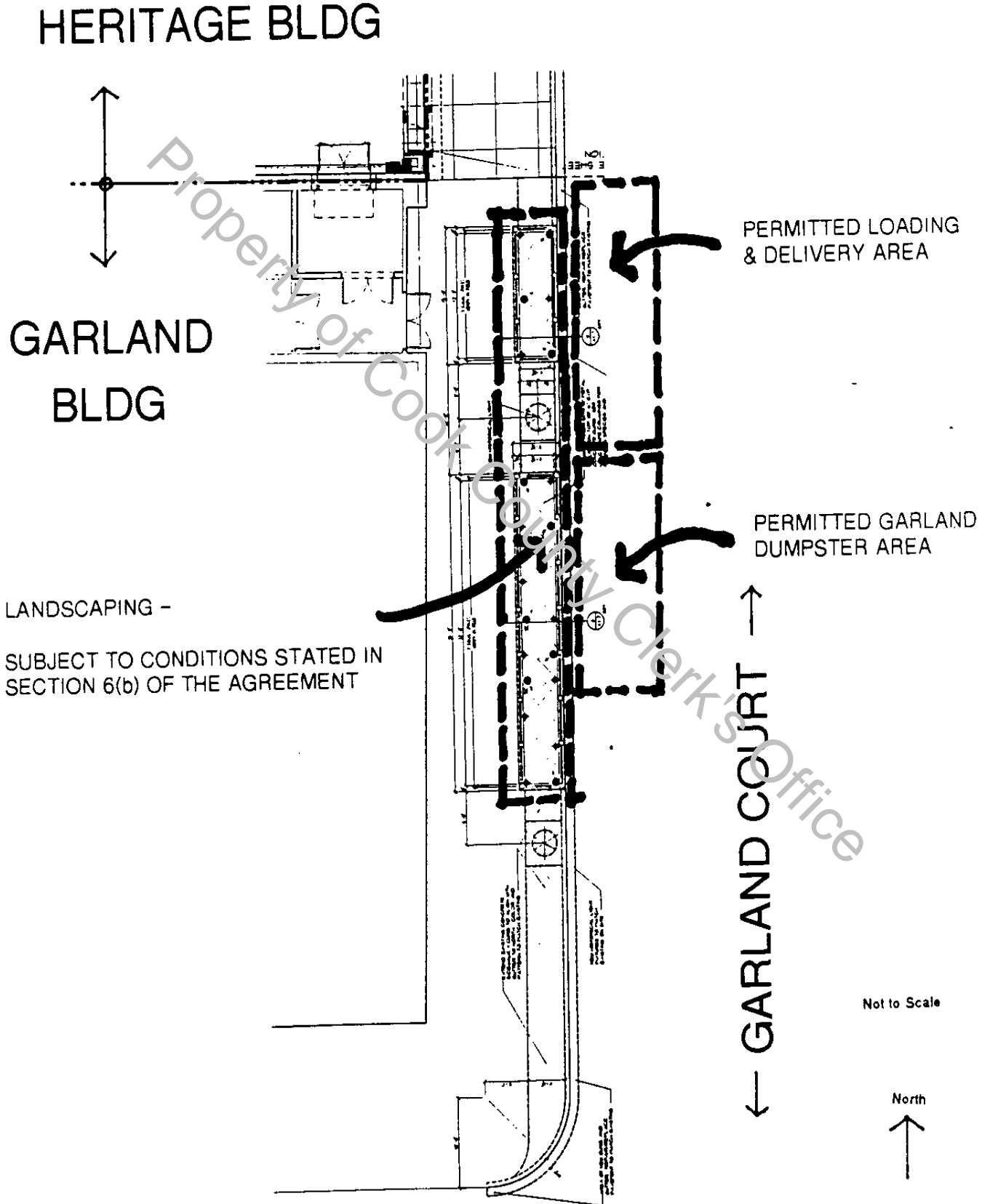


EXHIBIT C.1

Loading and Dumpster Locations



LANDSCAPING -

SUBJECT TO CONDITIONS STATED IN SECTION 6(b) OF THE AGREEMENT

PERMITTED LOADING & DELIVERY AREA

PERMITTED GARLAND DUMPSTER AREA

← GARLAND COURT →

Not to Scale

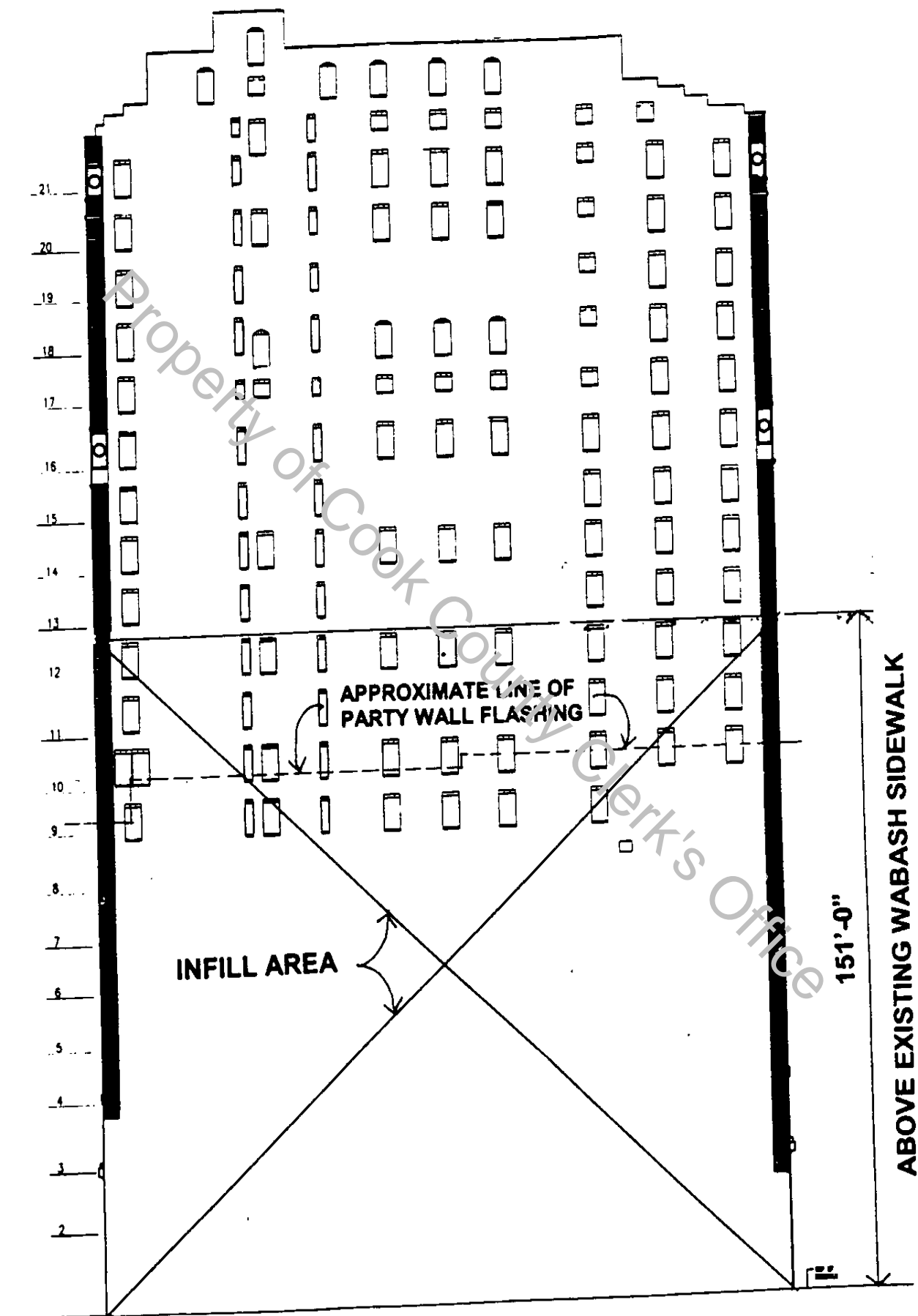
North



# UNOFFICIAL COPY

EXHIBIT D

## Infill Area and Party Flashing



Garland Building North Wall (Exterior)