



2043199 *Harin*

PREPARED BY AND  
RECORDING  
REQUESTED BY,  
AND WHEN RECORDED,  
MAIL TO:

*Susan Lynch*  
Box 215

**AMENDED JOINT AND MUTUAL WAIVER  
BY AND BETWEEN  
MOB VENTURES, L.L.C.  
AND  
THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION**

**THIS AMENDED JOINT AND MUTUAL WAIVER** (this "Amended Waiver") is entered into as of the 20 day of December, 2002, by and between, **MOB VENTURES, L.L.C.**, an Illinois limited liability company, ("**MOB Ventures**") and **THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation, including all unit owners at The Kennelly Square Condominium, ("**Kennelly Square**").

12 Box

**RECITALS:**

**WHEREAS**, MOB VENTURES is the owner of property located at 1750 North Clark Street, Chicago, Illinois (the "**Property**"), and Kennelly Square is the governing body, duly authorized to act for all of the owners of units located at 1749 North Wells Street, Chicago, Illinois, (the "**Condominium**") pursuant to the Amended and Restated Declaration of Condominium Ownership and of Easement's, Restrictions and Covenants for The Kennelly Square Condominium, dated July, 1996, as may have been amended from time to time, (the "**Condominium Declaration**");

**WHEREAS**, MOB Ventures has taken all necessary limited liability action pursuant to its operating agreement to enter into this Amended Waiver;

**WHEREAS**, a certain Declaration of Easements, Conditions and Restrictions, recorded September 20, 1979, as Document Number 25156050 ("**Declaration Number 25156050**"), and a certain Declaration of Covenants, Conditions and Restrictions for the Warehouse, recorded February 4, 1982, as Document Number 26134835, as amended by Declaration of Easements, Restrictions and Covenants recorded October 17, 1984, as Document Number 27298335 (collectively, "**Declaration Number 26134835**"), affect the Property and the Condominium;

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**WHEREAS**, Article 3 of Declaration Number 26134835 specifically provides, in pertinent part, as follows:

"The following "B-2" uses listed within the Statements will not be allowed within The Warehouse (all terms shall be as defined by the City of Chicago Zoning Ordinance):

\* \* \* \* \*

L. Physical culture and health services, gymnasiums, reducing salons, masseurs, public baths; and...";

**WHEREAS**, Article 3, Section 3.01 of Declaration Number 25156050, provides in pertinent part, as follows:

"A non-exclusive easement for ingress and egress over, upon and through the lobby area on the second floor of the Warehouse Commercial Space and Commercial Property depicted as Easement "C" on Exhibit "E" necessary to provide access between Clark Street and the Condominium Property and more particularly described on Exhibit "F" which Exhibits are attached hereto and made a part hereof. The Owner of the Commercial Property shall be responsible for the maintenance, repair and replacement of such easement area.";

**WHEREAS**, MOB Ventures has entered into a Lease Agreement with Equinox Lincoln Park, Inc., ("**Equinox**") dated as of January 12, 2002, (the "**Lease Agreement**") for the sole permitted use of a certain portion of the Property, for the occupation and operation of a first class, full service center for health, fitness, and sports purposes and activities related thereto;

**WHEREAS**, Article 10, Section 10.05 of Declaration Number 25156050, provides in pertinent part, as follows:

"10.05. The Owner of the Condominium Property shall make available or cause to be made available to the Owner of the Commercial Property, thirty (30) parking spaces in the garage and such other spaces as may be required under any lease of the Commercial Property existing as of the date hereof."; and

**WHEREAS**, Article 1, Section 1.3 and Article 6, Section 6.3 of the Lease Agreement provides that Equinox acknowledges and understands that said Lease Agreement does not confer any rights with respect to vehicular parking at the subject property.

**NOW THEREFORE**, MOB Ventures and Kennelly Square, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, do hereby agree as follows:

1. The above listed Recitals are hereby incorporated herein.
2. During the term of the Lease Agreement, and any extensions thereof, including any assignments of said Lease Agreement, Kennelly Square, hereby represents and warrants

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that it shall waive any right, privilege and/or entitlement for the use of the non-exclusive easement described in Article 3, Section 3.01 of Declaration Number 25156050, which contains a non-exclusive easement providing for the ingress and egress over, upon and through the lobby area on the second floor of the Warehouse Commercial Space and Commercial Property depicted as Easement "C" on Exhibit "E" necessary to provide access between Clark Street and the Condominium Property and more particularly described on Exhibit "F" which Exhibits are attached to Declaration Number 25156050 and made a part thereof (the "Waiver"). Upon the termination of the Lease Agreement, the Waiver described in this Section 2 shall be governed by the terms and provisions contained in Section 3 hereof.

3. In the event of a termination of the Lease Agreement, or any assignments of said Lease Agreement, before a new health club, substantially similar or superior to Equinox in terms of prestige and services offered, relocates into any portion of the Property under a new lease agreement, Kennelly Square shall have the right to approve of the proposed new tenant as set forth in this Section 3, such approval not to be unreasonably withheld, or conditioned.

The terms and provisions of this Section 3 shall be conditioned upon Kennelly Square having the right to approve of any proposed new health club tenant to ensure such proposed new health club tenant is substantially similar or superior to Equinox in terms of prestige and services offered, with such approval not to be unreasonably withheld, or conditioned. The approval rights as set forth in this Section 3, shall be as follows: MOB Ventures shall provide Kennelly Square with written notice of the said proposed new health club tenant which is to lease a portion of the Property. Upon receipt by a duly authorized agent of Kennelly Square, Kennelly Square shall have sixty (60) days in which to approve or disapprove of said proposed new health club tenant based solely upon whether or not this proposed new health club tenant is, at a minimum, substantially similar or superior to Equinox in terms of prestige and services offered. In the event no written notice of approval or disapproval is provided to MOB Ventures within said sixty (60) day time period, then all parties herein acknowledge and agree that the approval rights regarding the proposed new tenant are deemed waived, the proposed new tenant shall be accepted, and the Waiver shall continue in full force and effect for the duration of the new lease agreement with the proposed tenant, and/or any allowed assignments under the lease agreement and/or extensions thereof. Nothing contained in this Amended Waiver shall be construed to mean that MOB Ventures has waived its right to seek declaratory relief from a court of equity to contest any disapproval by Kennelly Square of the proposed new health club tenant.

Should Kennelly Square reasonably disapprove of a proposed new health club tenant for the Property and MOB Ventures fails to submit to Kennelly Square the name of a new health club tenant to lease the Property within one hundred twenty (120) days after such disapproval, then the Waiver shall expire. Thereafter, Kennelly Square shall be entitled to fully enforce all rights, privileges and/or entitlements set forth in Declaration Number 26134835 and/or Declaration Number 25156050, and MOB Ventures may submit a new application for a new and/or modified waiver, if applicable.

4. During the term of the Lease Agreement, and any extensions thereof, including any assignments of said Lease Agreement, Kennelly Square, hereby waives any right, privilege and/or entitlement to enforce the restriction specifically set forth in Article 3, Paragraph L of

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Declaration Number 26134835, and shall permit the occupation and operation of a first class, full service center for health, fitness, and sports purposes and activities related thereto.

5. In the event a termination of the Lease Agreement, or any assignments of said Lease Agreement, before a new health club, substantially similar or superior to Equinox in terms of prestige and services offered, relocates into a portion of the Property under a new lease agreement, Kennelly Square shall have the right to approve of the proposed new tenant as set forth in this Section 5 such approval not to be unreasonably withheld, or conditioned.

The terms and provisions contained in this Section 5, shall be conditioned upon Kennelly Square having the right to approve of any proposed new health club tenant to ensure such proposed new health club tenant is substantially similar or superior to Equinox in terms of prestige and services offered, with such approval not to be unreasonably withheld, or conditioned. The approval rights as set forth in this Section 5, shall be as follows: MOB Ventures shall provide Kennelly Square with written notice of the said proposed new health club tenant which is to lease a portion of the Property. Upon receipt by a duly authorized agent of Kennelly Square, Kennelly Square shall have sixty (60) days in which approve or disapprove of said proposed new health club tenant based solely upon whether or not this proposed new health club tenant is, at a minimum, substantially similar or superior to Equinox in terms of prestige and services offered. In the event no written notice of approval or disapproval is provided to MOB Ventures within said sixty (60) day time period, then all parties herein acknowledge and agree that the approval rights regarding the proposed new tenant are deemed waived, the proposed new tenant shall be accepted, and the Waiver shall continue in full force and effect for the duration of the new lease agreement with the proposed tenant, and/or any allowed assignments under the new lease agreement and/or extensions thereof. Nothing contained in this Amended Waiver shall be construed to mean that MOB Ventures has waived its right to seek declaratory relief from a court of equity to contest any disapproval by Kennelly Square of the proposed new health club tenant.

Should Kennelly Square reasonably disapprove of a proposed new health club tenant for the Property and MOB Ventures fails to submit to Kennelly Square the name of a new health club tenant to lease the Property within one hundred twenty (120) days after such disapproval, then the Waiver shall expire. Thereafter, Kennelly Square shall be entitled to fully enforce all rights, privileges and/or entitlements set forth in Declaration Number 26134835 and/or Declaration Number 25156050, and MOB Ventures may submit a new application for a new and/or modified waiver, if applicable.

6. During the term of the Lease Agreement, and any extensions thereof, including any assignments of said Lease Agreement, or any approved new tenant(s) as set forth in Sections 3 and 5 respectively, MOB Ventures, as owner of the Property, hereby waives any right, privilege and/or entitlement to pursue the use of the thirty (30) parking spaces as described in Article 10, Section 10.05 of Declaration Number 25156050.

Should Kennelly Square reasonably disapprove of a proposed new health club tenant for the Property and MOB Ventures fails to submit to Kennelly Square the name of a new health club tenant to lease the Property within one hundred twenty (120) days after such disapproval, then the Waiver shall expire. Thereafter, MOB Ventures shall be entitled to fully enforce all

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rights, privileges and/or entitlements being waived in Declaration Number 26134835 and Declaration Number 25156050, and Kennelly Square may negotiate with MOB Ventures for a new and/or modified waiver, if applicable.

7. Except as otherwise set forth in this Amended Waiver, the terms and provisions of Declaration Number 25156050, Declaration Number 26134835 and all other instruments affecting the properties at 1749 North Wells Street, Chicago, Illinois and 1750 North Clark Street, Chicago, Illinois, shall remain in full force and effect, unless modified otherwise in writing.

8. Upon execution, this Amended Waiver shall inure to and be binding upon each party, as well as their respective predecessors, successors, assigns, officers, agents, trustees, servants, and other representatives and predecessors and successors in interest, and shall be recorded against the Property and the Condominium.

9. This Amended Waiver may be executed in counter parts, each of which shall be an original for all purposes.

*[Signature Page to Follow]*

Property of Cook County Clerk's Office

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In Witness Whereof, the parties have executed this Amended Waiver as of day and year first above written.

**MOB VENTURES:**

**Kennelly Square:**

MOB VENTURES, L.L.C.,  
an Illinois limited liability company

THE KENNELLY SQUARE CONDOMINIUM  
ASSOCIATION, an Illinois not-for-profit  
corporation

By: [Signature]  
Name: M. J. [unclear]  
Title: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Name: [unclear]  
Title: Manager

By: [Signature]  
Name: Chris Wojcicki  
Title: Manager ch

[Signature Page]

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Amended Joint and Mutual Waiver  
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In Witness Whereof, the parties have executed this Amended Waiver as of day and year first above written.

**MOB VENTURES:**

MOB VENTURES, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

**Kennelly Square:**

THE KENNELLY SQUARE CONDOMINIUM  
ASSOCIATION, an Illinois not-for-profit  
corporation

By: Stewen O. Ross  
Name: STEWEN O. ROSS  
Title: PRESIDENT

[Signature Page]

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## ACKNOWLEDGEMENT FOR MOB VENTURES, L.L.C.

STATE OF ILLINOIS )

COUNTY OF COOK )

SS

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I, \_\_\_\_\_, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that William J. Platt, Matthew J. Wilbur, and Christopher J. Wojcicki, the Managers of **MOB Ventures, L.L.C.**, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers of the limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth and the said limited liability company has no seal.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of December, 2002.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:  
\_\_\_\_\_

## ACKNOWLEDGEMENT FOR THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION

STATE OF ILLINOIS )

COUNTY OF COOK )

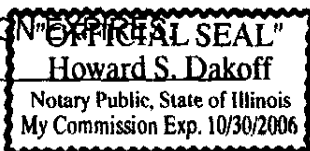
SS

I, Howard Dakoff, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that Steve Ross, of **THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of the not-for-profit corporation, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth and the not-for-profit corporation has no seal.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup> day of December, 2002.

Howard Dakoff  
Notary Public

MY COMMISSION EXPIRES:  
\_\_\_\_\_





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## ACKNOWLEDGEMENT FOR MOB VENTURES, L.L.C.

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STATE OF ILLINOIS )  
                              )     SS  
COUNTY OF COOK     )

I, Victor Lewis, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that William J. Platt, Matthew J. Wilbur, and Christopher J. Wojcicki, the Managers of **MOB Ventures, L.L.C.**, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers of the limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth and the said limited liability company has no seal.

GIVEN under my hand and Notarial Seal this 20 day of December, 2002.

[Signature]  
Notary Public



MY COMMISSION EXPIRES:  
\_\_\_\_\_

## ACKNOWLEDGEMENT FOR THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION

STATE OF ILLINOIS )  
                              )     SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, of **THE KENNELLY SQUARE CONDOMINIUM ASSOCIATION**, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of the not-for-profit corporation, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said not-for-profit corporation, for the uses and purposes therein set forth and the not-for-profit corporation has no seal.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of December, 2002.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:  
\_\_\_\_\_

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## LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF THE PROPERTY, SPACE AND A PORTION OF A MULTI-STORY BUILDING AT 1750 NORTH CLARK STREET, CHICAGO, ILLINOIS, SAID PROPERTY, SPACE AND BUILDING PORTION THEREOF LYING BELOW A HORIZONTAL PLANE WHICH IS 53.79 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH TO THE FOLLOWING DESCRIBED PROPERTY:

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THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE EAST LINE OF THE NORTH ADDITION TO CHICAGO, 10 FEET SOUTH OF WHERE SAID EAST LINE EXTENDED NORTH WOULD INTERSECT THE NORTH LINE OF LOT 6 IN EDSON'S SUBDIVISION OF LOT 11 IN SAID NORTH ADDITION;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER THEREOF;

THENCE EAST 50 FEET MORE OR LESS TO THE WEST LINE OF NORTH CLARK STREET; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID STREET TO A POINT 10 FEET SOUTH OF THE NORTH LINE, EXTENDED EAST, OF SAID LOT 6 AND

THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID LOT 6 TO THE PLACE OF BEGINNING;

ALSO LOT 6 (EXCEPT THE NORTH 10 FEET THEREOF) AND ALSO EXCEPTING THE WEST 0.62 FEET WHICH LIES SOUTH OF THE NORTH 10 FEET OF SAID LOT 6, LOT 7 (EXCEPT THE WEST 0.62 FEET THEREOF) AND LOT 8 (EXCEPT THE WEST 0.62 FEET THEREOF) THE EAST LINE OF THE WEST 0.62 FEET OF SAID LOTS 6, 7, AND 8 ALSO BEING A LINE 110.62 FEET EAST OF THE EAST LINE OF NORTH WELLS STREET IN EDSON'S SUBDIVISION OF LOT 11 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS RECORDED SEPTEMBER 20, 1979 AS DOCUMENT 25156050 OVER THE FOLLOWING:

(A) AN EASEMENT IN AND TO THE LAND AND ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS, BEAMS AND OTHER SUPPORTING COMPONENTS FOR THE SUPPORT OF ALL IMPROVEMENTS AND EQUIPMENT PRESENTLY LOCATED ON, WITHIN, OR FORMING A PART OF THE COMMERCIAL PROPERTY (AND REPLACEMENTS), AS SUCH SUPPORT IS PRESENTLY PROVIDED

(B) AN EASEMENT FOR THE MAINTENANCE, REPAIR, OPERATION, USE, AND REPLACEMENT OF AND ACCESS TO THE FACILITIES PRESENTLY UTILIZED IN FURNISHING UTILITY SERVICES TO ANY PORTION OF THE COMMERCIAL PROPERTY OR PRESENTLY REASONABLY NECESSARY TO THE EFFICIENT OPERATION OF THE COMMERCIAL PROPERTY TOGETHER WITH AN EASEMENT TO ENTER UPON THE CONDOMINIUM PROPERTY FOR THE PURPOSE OF PERFORMING SUCH MAINTENANCE, REPAIR AND REPLACEMENT OF FACILITIES WITH RESPECT TO WHICH EASEMENT FOR THE USE THEREOF IS CREATED BY DECLARATION OF EASEMENTS RECORDED SEPTEMBER 20, 1979 AS DOCUMENT NUMBER 25156050 AS MAY BE NECESSARY IN

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THE EVENT OF THE FAILURE OF THE OWNER OF THE CONDOMINIUM PROPERTY TO MAINTAIN, REPAIR, AND REPLACE SAID FACILITIES

(C) EASEMENTS FOR INGRESS AND EGRESS OVER AND UPON AND THROUGH THAT PORTION OF THE CONDOMINIUM PROPERTY DEPICTED AS EASEMENT A AS DEFINED AND SHOWN IN SAID DECLARATION AND THE LOBBY AREA OF THE TOWER APARTMENT BUILDING TO THE EXTENT NECESSARY TO UTILIZE THE GARAGE AND OVER, UPON, AND THROUGH THE EASEMENT AREA DEPICTED AS EXHIBIT B ON EXHIBIT E TO SAID DECLARATION FOR THE USE OF THE LOADING DOCK AND RECEIVING DOCK OVER AND ACROSS THE PROPERTY TO THE EXTENT REASONABLY NECESSARY FOR THE USE OF FACILITIES UTILIZED IN FURNISHING UTILITY SERVICES OR REASONABLY NECESSARY TO THE EFFICIENT OPERATION OF THE COMMERCIAL PROPERTY AND OVER AND ACROSS THE PROPERTY TO THE EXTENT NECESSARY TO PERMIT MAINTENANCE, REPAIR, REPLACEMENT, OR RECONSTRUCTION OF THE COMMERCIAL PROPERTY AND OVER AND UPON THE EASEMENT AREA DEPICTED AS EASEMENT E ON EXHIBIT E TO SAID DECLARATION AND MORE PARTICULARLY DESCRIBED AS EXHIBIT F TO SAID DECLARATION FOR PEDESTRIANS AND VEHICULAR TRAFFIC CONNECTING THE LOADING DOCK AND RECEIVING ROOM WITH CLARK STREET AND OVER, UPON, AND THROUGH THE CONDOMINIUM PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE METERS LOCATED IN THE GARAGE, ALL IN COOK COUNTY, ILLINOIS.

(D) EASEMENT FOR INGRESS AND EGRESS AS DEFINED AND SHOWN IN SAID DECLARATION AFORESAID AND DESCRIBED AS FOLLOWS:

THE PROPERTY AND SPACE AND A PORTION OF A MULTI-STORY BUILDING AT 1750 N. CLARK STREET IN CHICAGO, ILLINOIS, SAID PROPERTY SPACE AND BUILDING PORTION THEREOF LYING BETWEEN HORIZONTAL PLANES WHICH ARE 19.12 FEET AND 26.95 FEET RESPECTIVELY ABOVE CITY OF CHICAGO DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 IN EDSON'S SUBDIVISION OF LOT 11 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE WEST LINE OF SAID LOT 9 BEARING NORTH 00 DEGREES EAST FOR THE PURPOSE OF THIS DESCRIPTION;  
THENCE SOUTH 89 DEGREES 56 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 8 AND 9 IN SAID EDSON'S SUBDIVISION AND SAID SOUTH LINE EXTENDED EAST FOR A DISTANCE OF 240.06 FEET;  
THENCE NORTH 00 DEGREES EAST 43.68 FEET TO THE PLACE OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN;  
THENCE CONTINUING NORTH 00 DEGREES EAST 14.59;  
THENCE NORTH 90 DEGREES EAST 1.48 FEET;  
THENCE NORTH 00 DEGREES EAST 0.67 FEET;  
THENCE NORTH 90 DEGREES WEST 1.48 FEET;  
THENCE NORTH 00 DEGREES EAST 3.0 FEET;  
THENCE NORTH 90 DEGREES EAST 14.29 FEET TO THE WESTERLY LINE OF CLARK STREET;  
THENCE SOUTH 23 DEGREES 22 MINUTES 14 SECONDS EAST ALONG THE WESTERLY LINE OF CLARK STREET, 3.27 FEET;  
THENCE NORTH 90 DEGREES WEST 10.97 FEET;  
THENCE SOUTH 00 DEGREES EAST 0.67 FEET;  
THENCE NORTH 90 DEGREES EAST 1.48 FEET;

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THENCE SOUTH 00 DEGREES EAST 14.59 FEET;  
THENCE NORTH 90 DEGREES WEST 6.02 FEET TO THE PLACE OF BEGINNING TOGETHER WITH  
THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 26.95 FEET  
AND 53.79 FEET RESPECTIVELY ABOVE CHICAGO CITY DATUM IN THE SOUTH 14.59 FEET  
OF SAID ABOVE DESCRIBED PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF  
SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO TOGETHER WITH THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES  
WHICH ARE 17.64 FEET AND 19.12 FEET RESPECTIVELY ABOVE CHICAGO CITY DATUM IN  
THE NORTH 3.0 FEET OF SAID ABOVE DESCRIBED PART OF THE SOUTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(E) EASEMENT FOR INGRESS, EGRESS, AND DRIVEWAY AS DEFINED AND SHOWN IN SAID  
DECLARATION AFORESAID AND DESCRIBED AS FOLLOWS:  
THE SOUTH 23.37 FEET OF THE NORTH 24.37 FEET (BOTH DIMENSIONS AS MEASURED AT  
RIGHT ANGLES TO THE NORTH LINE) OF THAT PART OF LOTS 4 AND 13 WHICH S EAST  
OF A LINE 109.78 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13  
ALL IN EDSON'S SUBDIVISION AND LOT 11 IN NORTH ADDITIONS TO CHICAGO, A  
SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP  
40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PROPERTY ADDRESS: 1750 N. CLARK STREET, CHICAGO, ILLINOIS  
TAX NO.: 14-33-414-043-0000

Cook County Clerk's Office