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0620212087

Doc#: 0620212087 Fee: \$94.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/21/2006 03:31 PM Pg: 1 of 36

This instrument was prepared by
and after recording should be
returned to:

Robert C. Linton, Esq.
Schwartz Cooper Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of this 15th day of June, 2006, by and between The Cermak-Morgan LLC, an Illinois limited liability company ("CM"), and KDC-Cermak Investments, LP, a Delaware limited partnership ("Koll").

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

WHEREAS, CM is the holder of legal title to a certain parcel of land in the City of Chicago, County of Cook and State of Illinois which is legally described in Exhibit A attached hereto and made a part hereof (the "CM Property");

WHEREAS, Koll is the holder of legal title to a certain parcel of land adjacent to the CM Property, which is legally described in Exhibit B attached hereto and made a part hereof (the "Koll Property"); the CM Property and the Koll Property are hereinafter individually sometimes referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

WHEREAS, In connection with and in consideration of the sale of the Koll Property from CM to Koll, CM has agreed to grant to Koll various easements upon and across a certain portions of the CM Property, all as more fully set forth below;

WHEREAS, the parties wish to make certain agreements regarding such easements.

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. **Cermak Road Ingress and Egress Easement**. CM hereby grants, subject to the terms of this Agreement, to Koll, a permanent non-exclusive ingress and egress easement over and across the land that consists of (i) that parcel legally described on Exhibit C attached hereto and referred to herein as the "Access Parcel" and also (ii) that certain ten (10) foot wide utility and access easement directly west of the Access Parcel (the "Pedestrian/Utility Area"), as shown on the site plan attached hereto as Exhibit C-1. The Access Parcel and Pedestrian/Utility Area are collectively referred to as the "Access Area", which is legally described on Exhibit C-2 attached hereto. The Pedestrian/Utility Area shall be used by Koll (and its tenants, subtenants, licensees, customers, visitors and invitees, and its and their employees, agents and contractors) for the purpose of providing pedestrian ingress and egress to and from the Koll Property and, subject to the terms of Section 2 below, for the installation, maintenance, repair and removal of utilities serving the Parcels. Subject to the following sentence, the Access Parcel shall be used by Koll (and its tenants, subtenants, licensees, customers, visitors and invitees, and its and their employees, agents and contractors) (i) for the purpose of providing vehicular (including, without

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limitation, trucks and vans) access and egress to and from the Koll Property, (ii) subject to the terms of Section 2 below, for the installation, maintenance, repair and removal of utilities serving the Parcels, and (iii) for constructing, maintaining, replacing, repairing and removing any improvements thereon. Each party hereto shall use commercially reasonable efforts to minimize interference with the business operations of any owner of any portion of the Parcels ("Owner"), or any tenant, subtenant or licensee of any Owner, including, without limitation, CM, Koll and 929 West Cermak Trust, a Delaware statutory trust ("DHL Landlord"), when using the Access Area. CM has heretofore granted a similar easement to DHL Landlord with respect to a portion of the Access Area, as more particularly set forth in that certain DHL Access Easement (as hereinafter defined).

2. **Utility Easement.** CM hereby agrees that it will, upon request from an Owner from time to time, grant to the City of Chicago or any utility company, permanent non-exclusive easements over and across the Access Area, for installing, maintaining, repairing and removing utilities (including, without limitation, water, electricity, gas, cable television, telephone and other similar utilities), so long as the use of such easements for such utility purposes does not materially adversely affect the use of the Access Area or the use of any portion of the Parcels. All costs and expenses incurred in connection with the aforementioned utility easements shall be (i) at the sole cost and expense of the requesting Owner exclusively benefitted by such easements with respect to utilities exclusively serving one Owner (or tenant), (ii) at the shared expense of the Owners served by such utility with respect to utilities serving more than one Owner (or tenant) but not all Owners (or tenants) (with an allocation based on the relative size of the Owners' Parcels served), and (iii) included in the Maintenance Costs (as defined below) with respect to utilities made available to all Owners (and/or tenants). Such utility easements shall be in such utility's standard form, shall in all events be commercially reasonable, and shall provide, among other things, that the utility provider (or party(ies) served by such utility) shall at its cost restore any damage to the improvements on the Access Area resulting from the use of such utility easements for such utility purposes. Notwithstanding anything to the contrary in this Agreement, following the initial installation of the utilities in the Access Area and the completion of the improvements thereon, new utilities thereafter installed from time to time pursuant to this Section 2 shall only be installed within the Pedestrian/Utility Area (and not within any part of the Access Parcel).

3. **Design and Construction of Access Area.** Pursuant to that certain Access Easement Agreement by and between CM and MDC Chicago, LLC ("MDC"), the predecessor in title to the DHL Landlord, recorded as document 0435239085 by the Cook County Recorder of Deeds (the "DHL Access Easement"), CM has caused MDC and MDC's contractors to design, develop, construct and improve a portion of the access roadway, curbcuts and other improvements (including incidental lighting and stormwater improvements) on the northerly portion (approximately 150 feet) of the Access Parcel. Subject to Koll's performance of its obligations to contribute to the cost of such items as set forth in this Agreement, CM agrees to design, develop, construct and improve the access roadway, curbcuts, pedestrian sidewalk, signage and other improvements (including lighting fixtures, equipment and related cabling, lines and other facilities necessary to light the Access Area and stormwater improvements) on the balance of the Access Area, and to the extent required, modify the existing improvements on the Access Area in accordance with the plans and specifications attached hereto as Exhibit D (all of such improvements being, collectively, the "Improvements"). Koll agrees to pay CM for 100% of the costs and expenses of the planning, design, construction, purchase and installation of the sidewalk in the Pedestrian/Utility Area (the "Sidewalk Construction Cost") and for 32.80% (i.e., 330,016 square feet / 1,006,080 square feet) ("Koll's Construction Pro Rata Share") of the costs of constructing the Improvements on the Access Area (excluding the Improvements covered by the Sidewalk Construction Costs). Notwithstanding the foregoing, Koll's Construction Pro Rata Share of such construction costs shall not exceed \$200,000.00 plus the Sidewalk Construction Cost. Subject to delays caused by Koll and to force majeure delays, as described in the penultimate sentence of Section 4(a) hereof, CM shall cause the Improvements on the Access Area to be substantially completed on or before the date that is eight (8)

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months following Koll's acquisition of the Koll Property. During the construction of the Improvements in the Access Area, Koll shall continue to have full, uninterrupted access to the Koll Property, including, without limitation, for purposes of constructing Koll's improvements thereon, subject to events of force majeure, as follows. The City of Chicago has provided written permission to Koll to use 23rd Street as an access route to the Koll Property during such time and for so long as the Improvements are being constructed on the Access Parcel. In the event that the City of Chicago closes 23rd Street or 23rd Street is otherwise unavailable to Koll, CM shall use commercially reasonable efforts to provide alternative temporary access to the Koll Property.

4. **Maintenance and Repair of Access Area and Sign Easement; Insurance.** (a) Manager (as defined below) shall maintain and repair (or cause to be maintained and repaired) the Access Area (and all Improvements located thereon) and the Sign Easement as defined in Section 6 below), and all Improvements thereon (including the Monument Signage (as hereinafter defined)), in a first-class manner, and generally keep the same in a clean, sightly, safe, unobstructed, good and usable condition. Without limitation of the foregoing, Manager shall be responsible for obtaining the following services with respect to the operation and maintenance of the Access Area and the Sign Easement:

(i) Repair and maintenance of all Improvements within and serving the Access Area or the Sign Easement Area, all as provided in this Section 4 and Section 6.

(ii) Landscaping of all landscaped areas with appropriate maintenance and watering, and the removal and replacement of dead or dying plant materials.

(iii) Snow removal with respect to the access road and sidewalk within the Access Area (and if applicable, Sign Easement). Snow plowing (or snow shoveling, as appropriate), salting (with rock salt, except where conditions require alternate product application) and/or de-icing of the roadway and sidewalk shall take place when two inches or more of snow have fallen (or sooner, upon Manager's request). In addition, plowing will be completed by 6:00 a.m. if weather permits. No sand will be used for de-icing purposes. Islands, curbs and hydrants shall be appropriately marked.

(iv) A towing agreement shall be in place with respect to any parking of vehicles in the Access Area. Manager shall maintain "No Parking" signs along the road in the Access Parcel as are necessary and appropriate. Manager will cooperate with the Owners to the extent they wish to have a master towing agreement covering their respective parking areas.

(v) Commercially reasonable casualty insurance (for replacement cost) and liability insurance (with minimum limits of \$1,000,000 per occurrence/\$3,000,000 aggregate (subject to reasonable adjustments for the rate of inflation)) with respect to the Access Area and Sign Easement, with all Owners named as additional insureds.

For purposes hereof, "Manager" shall initially be CM. Each Manager hereunder shall remain Manager until the earlier of (i) the sale by such Manager of all of its ownership interest in any of the Parcels, (ii) the resignation by such party as the Manager under this Agreement or (iii) upon a default by Manager of its obligations hereunder which is not cured within thirty (30) days after written notice from an Owner of such Manager default. Any resigning or selling Manager (the "Departing Manager") shall give forty-five (45) days prior written notice of such resignation or sale to the Owners. In each such event the successor Manager shall be determined as follows: First, the Owner then owning the greatest pro rata share of the Parcels shall have the option, but not the obligation, to elect to become Manager, by written notice to the Departing Manager given within ten (10) days after receipt of such notice from the Departing Manager. If such Owner does not exercise such option within said 10-day period, then promptly thereafter the Departing Manager (with the cooperation of the other Owners) shall form an

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association to thereafter act as Manager hereunder, with each of the Owners owning ownership interests in such association in proportion to their respective Pro Rata Shares (as defined below) under this Agreement. The Departing Manager shall prepare entity operating agreement(s), by-laws, articles and filings, as may be necessary to form the association, and all costs incurred by the Departing Manager in connection therewith shall be included in Maintenance Costs. Upon CM's sale of all of the CM Property other than the Access Parcel, CM shall have the right to convey by quitclaim deed the Access Parcel to such association (which if not then formed shall be formed for such purpose) and upon such conveyance by CM, such association shall be deemed to have accepted such conveyance.

All maintenance and repair of the Access Area and Sign Easement shall be made so as to interfere as little as practicable with the rights granted pursuant to this Agreement. If Manager fails to perform in a timely manner any of the obligations to be performed by Manager 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 any other Owner (or any Owner's employees, agents, tenants, licensees, invitees or contractors) or any other cause beyond the reasonable control of Manager, then Manager 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.

(b) Koll shall pay Koll's Pro Rata Share of the cost of the maintenance, repair, replacement (i.e., re-paving), upkeep, insuring and operation of the Access Area, including, without limitation, the cost of electricity to light the Access Area, as well as any other reasonable, direct third-party out-of-pocket costs incurred by Manager performing its duties under this Section 4 (the "Maintenance Costs"). The Maintenance Costs shall also include (without limitation) the fees and expenses of professionals and independent contractors, and a management fee that shall be the greater of (i) \$6,000.00 per annum (subject to reasonable annual adjustments for the rate of inflation) and (ii) five percent (5%) of the other annual projected Maintenance Costs. Koll's "Pro Rata Share", which is 32.80% as of the date of this Agreement, shall be determined on the basis of the ratio of the gross square footage of the Koll Property (but not including any portion of Koll Property consisting of streets or alleys vacated following the closing of Koll's acquisition of the remainder of the Koll Property (the "Vacated Parcels")) to the gross square footage of all of the parcels served by the Access Area from time to time, including the property owned by the DHL Landlord (but without consideration of the square footage of the Vacated Parcels or the Access Parcel itself). All Owners shall be obligated to pay their Pro Rata Share of Maintenance Costs. The Pro Rata Share of CM (or a future Owner of all or any portion of the CM Property or Koll Property) shall be determined on the same basis.

(c) Koll shall pay to Manager 33% of the costs and expenses with respect to the operation, insuring, maintenance and repair of the Sign Easement (and all Improvements located thereon, including the Monument Signage), including, without limitation, the cost of electricity for illuminating the Monument Signage (the "Sign Expenses"). The Sign Expenses shall be accounted for separately and shall be billed by the Manager with the Maintenance Costs and the Real Estate Taxes as set forth below. The parties hereby agree that as of the date of this Agreement CM's share of the Sign Expenses shall be 67%.

(d) Notwithstanding the foregoing, each Owner hereby agrees that it shall be solely responsible for repairs to the Access Area or Sign Easement (and any property adjacent thereto) occasioned by any damage inflicted thereon by such party (or its tenants, subtenants or licensees) and their agents, employees, customers, invitees and contractors, which is beyond the wear and tear ordinarily caused by truck and van vehicular traffic. Any repairs required as a result of damage beyond normal wear and tear as set forth in the immediately previous sentence shall be paid for directly by the Owner causing such damage.

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(e) Manager shall pay all Maintenance Costs, Real Estate Taxes (as defined in Section 5 below) and Sign Expenses (collectively, the “Reimbursable Expenses”), subject to reimbursement by Koll for its Pro Rata Share as set forth herein. Manager may require that the Owners pay the estimated Reimbursable Expenses in advance, on or before the first day of each quarter, based upon one-fourth (1/4) of the total annual amount set forth in a budget to be prepared by Manager following the sale of the Koll Property to Koll and then prior to each subsequent calendar year. Manager may change such estimated quarterly amounts from time to time, upon not less than thirty (30) days prior written notice to the Owners, based upon current information affecting the expected Reimbursable Expenses. As soon as reasonably practicable following the end of each calendar year, Manager will reconcile the amounts collected from the Owners against the actual Reimbursable Expenses and provide the Owners with a statement of same after each year. Any overpayment will be credited against future Reimbursable Expenses and any underpayment will be paid by the Owners within thirty (30) days after Manager’s billing therefor. Provided an Owner in good faith furnishes Manager with a written exception to one or more items in Manager’s statement regarding the reconciliation of estimated and actual Reimbursable Expenses within thirty (30) days after receipt of such statement, such Owner shall have the right, at its own cost and expense, to audit the relevant portions of Manager’s records for the period applicable to such statement relating to the alleged error. If such audit results in a determination that Manager has made an error resulting in an overpayment by such Owner for the period applicable to such statement, then Manager shall promptly credit such overcharge to Reimbursable Expenses thereafter payable until such excess has been exhausted.

(f) Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or other casualty or occurrence is incurred by an Owner, or by anyone claiming by, through or under any Owner in connection with the Parcels, and (ii) such Owner is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or, in the alternative, such loss, cost, damage or expense is insurable under so called “all risk” (or the then equivalent) property insurance carried on a full replacement cost basis, then the Owner so insured (or insurable) hereby releases the other person(s) or entity(ies) from any liability that the other person(s) or entity(ies) may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance or, if greater, the amount which could have been recovered had such “all risk” insurance been carried, and agrees to obtain from its property insurers waivers of any right of subrogation which might otherwise exist in or accrue to such insurer on account thereof. In the event of a casualty, all proceeds recovered under insurance policies covering the Improvements in the Access Area and Sign Easement (net of reasonable costs of collection) shall be applied to the restoration of the Improvements in the Access Area and Sign Easement. Each Owner shall pay its Pro Rata Share of any commercially reasonable deductible under such insurance policy.

5. **Real Estate Taxes.** (a) Subject to the performance by each Owner (other than Manager, if an Owner) of its obligations hereunder, Manager shall cause all real estate taxes and assessments assessed against the Access Parcel from time to time (the “Real Estate Taxes”) to be paid prior to delinquency and shall deliver evidence of payment thereof to each Owner within five (5) business days after such Owner’s request therefor made after the due date thereof. Each Owner shall be responsible for its Pro Rata Share of the Real Estate Taxes attributable to the Access Parcel (such Pro Rata Share to be determined as set forth in Section 4(b)). For so long as the Access Parcel shares a tax parcel (the “Shared Tax Parcel”) with property other than the Access Parcel itself, Real Estate Taxes attributable to the Access Parcel shall be determined as follows: for purposes hereof, the “Land Tax” for any given tax year shall equal the total Real Estate Taxes for the Shared Tax Parcel for such year, multiplied by a fraction, the numerator of which is the “Land Assessed Value” and the denominator of which is the “Total Assessed Value” on the then most recent assessed valuation from the Cook County Assessor’s Office for such year. The Real Estate Taxes attributable to the Access Parcel shall equal the product of the Land Tax multiplied by a fraction, the numerator of which is the gross square footage of

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the Access Parcel and the denominator of which is the total gross square footage of the Shared Tax Parcel. Manager shall have the right to collect any portion of the Real Estate Taxes from any other person or entity owning property covered by the Shared Tax Parcel and retain the same.

6. **Sign Easement.** CM hereby grants to Koll a permanent non-exclusive easement over, upon and across the area located at the southwest corner of the intersection of Cermak Road and the Access Parcel containing approximately 376 square feet of area as shown on the drawing attached hereto as Exhibit E (the "Sign Easement") for purposes of installation, maintenance, repair, replacement and removal, from time to time, of its allotted panel ("Koll's Panel") on the monument signage as shown on the drawing attached hereto as Exhibit F (the "Monument Signage"). Koll's Panel shall at all times be the topmost tenant sign on the Monument Signage. Koll shall be responsible for 33% of the cost of the construction of the Monument Signage (provided that with respect to the initial construction costs, Koll's responsibility for its portion of the costs is subject to its reasonable approval of a budget therefor, and shall not exceed \$70,000). In addition, Koll shall be responsible for 33% of the cost and expense of the installation of any electrical facilities that may be required in connection with the Monument Signage. The text to be placed on any allotted panel (and its replacements from time to time) shall be determined by the Owner of the property to which the panel is allotted, but subject to the reasonable approval of the Manager, and to applicable laws. An Owner may delegate the foregoing signage rights to its tenant. CM further grants to Koll the right of access over the CM Property but only to the extent necessary for the limited purpose of ingress and egress to and from the Sign Easement parcel to allow Koll the ability to exercise its easement rights granted in this Section 6.

7. **Storm Drainage Easement.** Subject to the terms of this Agreement, Koll hereby grants to CM (and any successor Manager) a permanent non-exclusive easement and right to use and impound storm water collected from the portion of the Access Area designated on the site plan attached as Exhibit C-1 as "Area Tributary to Koll Property" and to drain storm water over the surface of the Koll Property and through the storm water drainage facilities located upon that portion of the Koll Property depicted on Exhibit G attached hereto (the "Drainage Easement Area"), including, without limitation, all pipes, ditches, flumes, culverts, inlets and other facilities located in the Drainage Easement Area for the underground drainage and transportation of storm water (collectively, the "Storm Drainage Facilities"). CM hereby grants to Koll the right to relocate the Drainage Easement Area and the Storm Drainage Facilities located therein and used by CM (or Manager), in Koll's sole and absolute discretion and at Koll's sole cost and expense.

8. **No Interference.** In no event shall the exercise of the easement rights granted hereunder unreasonably interfere with the ingress and egress and other rights of any Owners with respect to their respective Parcels, or of their respective agents, employees, contractors, lessees, licensees, customers and invitees.

9. **Covenants Running with the Land.** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land, and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Without limiting the foregoing, the terms "Koll" and "CM" as used herein shall include such successors or assigns. This Agreement shall both benefit and burden the Koll Property, and benefit and burden the CM Property and those persons and entities having an interest in such real estate, whether or not this Agreement is referred to in any subsequent deeds or instruments of record affecting either or both of the Koll Property or the CM Property.

10. **Transfer of Ownership.** Whenever an Owner transfers ownership of its entire portion of the Parcels, the liability of the transferring Owner for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferring Owner (but shall not terminate with respect to

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obligations arising or originating prior to such transfer). Any transferee (whether of an entire Parcel or a portion of a Parcel) shall automatically be deemed an Owner hereunder, and shall be deemed to have assumed and agreed to be bound by (without requirement of further action or acknowledgement) the burdens and obligations hereunder, including all indemnities set forth herein, and all obligations for any breach of this Agreement of which the transferring Owner has been provided notice prior to the date of transfer. If the transfer is with respect to a portion of the CM Property or Koll Property, then the liability of the transferees of such portions shall be allocated between or among them pro rata, based on the square footage of the transferred portions of such Parcels.

11. **Interpretation.** The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer commercially usable rights of enjoyment.

12. **Indemnities.** (a) Without limitation of any other indemnification contained in this Agreement, Koll shall indemnify and hold harmless CM and its members, officers, directors, shareholders, employees, successors and assigns (collectively, the "CM Indemnified Parties") from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Koll's use of the portions of the Access Area and Sign Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the negligent acts of any of the CM Indemnified Parties. Koll agrees to maintain, at all times, commercial and public liability insurance in a minimum amount of \$2,000,000, and to name CM, or its successors and assigns, as applicable, as an additional insured under said policy. Without limitation of any other indemnification contained in this Agreement, CM shall indemnify and hold harmless Koll and its members, officers, directors, shareholders, employees, successors and assigns (collectively, the "Koll Indemnified Parties") from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from CM's use of the Access Area and Sign Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the negligent acts of any of the Koll Indemnified Parties. In addition to the foregoing (and without limiting any of CM's obligations hereunder), CM shall indemnify and hold harmless the Koll Indemnified Parties from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) arising from, related to, or otherwise in connection with any of the obligations and liabilities of CM under the DHL Access Easement (as the term "CM" is defined under the DHL Access Easement), except for any such liability, loss, damage, costs and expenses arising in whole or in part from the negligent acts of any of the Koll Indemnified Parties. CM agrees to maintain, at all times, commercial and public liability insurance in a minimum amount of \$2,000,000, and to name Koll, or its successors and assigns, as applicable, as an additional insured under said policy.

(b) Without limitation of any other indemnification contained in this Agreement, CM agrees to protect, indemnify, defend (with counsel reasonably acceptable to Koll) and hold the Koll Indemnified Parties (as hereinafter defined) harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Koll Indemnified Parties arising out of, resulting from, relating to or connected with the failure of: (i) CM or the DHL Landlord to pay its or their portion of Real Estate Taxes assessed on the Access Area and Sign Easement; (ii) CM or the DHL Landlord to pay its or their portion of Maintenance Costs; or (iii) CM to pay its portion of the Sign Expenses. Without limitation of any other indemnification contained in this Agreement, Koll agrees to protect, indemnify, defend (with counsel reasonably acceptable to CM) and hold the CM Indemnified Parties (as hereinafter defined) harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the CM Indemnified Parties arising out of, resulting from, relating to or connected with the failure of Koll to pay (i) 100% of the Sidewalk Construction Costs, (ii) Koll's Construction Pro Rata

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Share of the construction costs of the Improvements on the Access Area (excluding the Improvements covered by the Sidewalk Construction Costs), (iii) Koll's Pro Rata Share of the Real Estate Taxes and Maintenance Costs, (iv) 33% of the cost of constructing the Monument Signage and (v) 33% of all Sign Expenses as required hereunder.

13. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing by: (a) personal delivery; (b) reputable overnight delivery service with proof of delivery or (c) legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in subclauses (a) or (b) above, addressed as follows:

(a) If to CM: c/o Seigles, Inc.
1331 Davis Road
Elgin, Illinois 60123
Attn: Harry J. Seigle
Facsimile No.: 847-697-6521

With a copy to: Schwartz Cooper Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Robert C. Linton, Esq.
Facsimile No.: 312-264-2452

(b) If to Koll: Koll Development Company
8115 Preston Road #700
Dallas, Texas 75225
Attn: William Rafkin
Facsimile No.: 214-373-3108

With a copy to: Sidley Austin LLP
1 S. Dearborn Street
Chicago, Illinois 60603
Attention: John Rafkin, Esq.
Facsimile No.: 312-853-7036

14. **No Subordination.** Koll and CM each agrees that it shall not subordinate this Agreement, or any interest herein, to any mortgage, ground lease or other encumbrance whatsoever.

15. **Right to Cure by Nondefaulting Owner.** CM and Koll covenant and agree that if either of them or their respective successors, assigns and/or grantees shall be in default of their respective obligations under this Agreement, then the nondefaulting Owner and the holder of a first mortgage or deed of trust lien on the nondefaulting Owner's Parcel (individually and collectively, the "Nondefaulting Owner") shall have the right, but shall not be obligated, to cure such default; provided, however, that the Nondefaulting Owner must first provide to the defaulting Owner (the "Defaulting Owner") and to any mortgagee or trustee under a deed of trust having a first priority lien on the Defaulting Owner's Parcel (provided the Nondefaulting Owner has received prior written notice of any such mortgagee or trustee)

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not less than thirty (30) days' prior written notice of such intended cure (or two (2) business days if the default prevents access or there is imminent danger of material injury or material damage to the business operations of Koll or CM). Notice to such mortgagee or trustee shall be sent to it at its address as provided in any such notice to the Nondefaulting Owner. In the event the Defaulting Owner or its mortgagee or trustee under a deed of trust has not cured the alleged default within thirty (30) days (or two (2) business days if the default prevents access or there is imminent danger of material injury or material damage to the business operations of Koll or CM) of its receipt of the notice of default, then the Nondefaulting Owner may exercise its cure rights. All expenses and costs incurred by the Nondefaulting Owner in curing the Defaulting Owner's default, together with reasonable attorneys' fees and costs incurred in collecting such cure costs and interest thereon, shall constitute a demand obligation owing by the Defaulting Owner to the Nondefaulting Owner and such demand obligation shall bear interest from the date that is thirty (30) days after the date of the demand at the rate of twelve percent (12%) per annum.

16. **Grant of Lien.** The Nondefaulting Owner is hereby granted a lien by the Defaulting Owner against the Defaulting Owner's Parcel to secure the payment of the foregoing demand obligation; provided, however, in order to perfect such lien, the Nondefaulting Owner must provide to the Defaulting Owner and its mortgagee or trustee under a deed of trust (provided the Nondefaulting Owner has received prior written notice of any such mortgagee or trustee) (a) a notice of intent to cure in the manner aforesaid, (b) notice that the cure has been completed, (c) if payment is not made by the Defaulting Owner within thirty (30) days of demand therefor (which demand shall be accompanied by reasonably detailed supporting documentation), notice of intent to record a lien against the Defaulting Owner's Parcel, and (d) recordation of a lien against the Defaulting Owner's Parcel by filing the same in the Office of the Cook County Recorder of Deeds. Any such lien shall be and is hereby made subordinate to the lien of any first mortgage or deed of trust encumbering the Defaulting Owner's Parcel as of the date of recording of such lien by the Nondefaulting Owner. Any Nondefaulting Owner electing to effect a cure pursuant to Section 15 above, and its employees, agents and contractors shall have a right of entry upon the Defaulting Owner's Parcel as necessary to carry out such cure.

17. **Injunctive Relief.** In addition to (i) the lien rights granted to the Nondefaulting Owner pursuant to Section 16 above, and (ii) such other rights as may be available to the Nondefaulting Owner at law or in equity, the Nondefaulting Owner shall have the right to institute suit for a protective or mandatory injunction in order to prevent a continuing breach, or to enforce the continued observance, of this Agreement by the Defaulting Owner.

18. **No Impairment by Foreclosure or Power of Sale.** All of the covenants, easements, restrictions, and other terms and provisions of this Agreement shall be binding upon and effective against any owner of the CM Property or the Koll Property whose title thereto is derived through the foreclosure of, or sale under, any mortgage or deed of trust (or any other lien) which now or hereafter encumbers the CM Property or the Koll Property.

19. **Estoppel Certificates.** CM and Koll hereby agree that, in recognition of the fact that they or their respective successors, assigns or grantees may find it necessary to establish from time to time to banks, mortgagees, accountants, prospective purchasers and others the then current status of performance under this Agreement, each Owner hereunder, upon written request from another Owner, will furnish the requesting party within twenty (20) days of a request therefor a written statement in recordable form concerning the status of any matter relating to this Agreement.

20. **Severability.** Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

UNOFFICIAL COPY

21. **Merger.** This Agreement contains the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes any prior written or oral agreements between the parties concerning such subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

22. **No Waiver.** The failure of any party hereto to insist upon strict performance of any of the terms and provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any of such party's rights. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or a waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

23. **Amendments.** This Agreement may be changed, modified, amended, or rescinded only by an instrument in writing duly executed and acknowledged by all Owners of the Parcels and consented to by all mortgagees which then hold a first lien against the Parcels or any part thereof.

24. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

[signatures follow]

UNOFFICIAL COPY

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

CM:

Koll:

THE CERMAK-MORGAN LLC

KDC-CERMAK INVESTMENTS, LP

By: 

Harry J. Seigle, Managing Member

By: KDC-Cermak Investments GP, LLC, a Delaware limited liability company, its general partner

By: Koll Development Company I, L.P., a Delaware limited partnership, its presiding member

By: SWV, LLC, a Delaware limited liability company, its general partner

By: _____
Tobin C. Grove, President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

CM:

Koll:

THE CERMAK-MORGAN LLC


KDC-CERMAK INVESTMENTS, LP

By: _____
Harry J. Seigle, Managing Member

By: KDC-Cermak Investments GP, LLC, a Delaware limited liability company, its general partner

By: Koll Development Company I, L.P., a Delaware limited partnership, its presiding member

By: SWV, LLC, a Delaware limited liability company, its general partner

By: 
Tobin C. Grove, President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THE STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Harry J. Seigle, personally known to me to be the Managing Member of The Cermak-Morgan LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, has executed such instrument as his voluntary deed and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and official seal, this 15 day of June, 2006.



Loretta Pierson
Notary Public
Commission Expires: 1-31-06

THE STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Tobin C. Grove, personally known to me to be President of SWV, LLC, a Delaware limited liability company, itself the general partner of Koll Development Company I, L.P., a Delaware limited partnership, itself the presiding member of KDC-Cermak Investments GP, LLC, a Delaware limited liability company, itself the general partner of KDC-Cermak Investments, LP, a Delaware limited partnership appeared before me this day in person and acknowledged that as such President, he executed such instrument as his voluntary deed and as the free and voluntary act of said limited liability companies and limited partnership for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2006.

Notary Public
Commission Expires: _____

UNOFFICIAL COPY

THE STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Harry J. Seigle, personally known to me to be the Managing Member of The Cermak-Morgan LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, has executed such instrument as his voluntary deed and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2006.

Notary Public
Commission Expires: _____

THE STATE OF Texas)
)
COUNTY OF Dallas)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Tobin C. Grove, personally known to me to be President of SWV, LLC, a Delaware limited liability company, itself the general partner of Koll Development Company I, L.P., a Delaware limited partnership, itself the presiding member of KDC-Cermak Investments GP, LLC, a Delaware limited liability company, itself the general partner of KDC-Cermak Investments, LP, a Delaware limited partnership appeared before me this day in person and acknowledged that as such President, he executed such instrument as his voluntary deed and as the free and voluntary act of said limited liability companies and limited partnership for the purposes therein set forth.

Given under my hand and official seal, this 13 day of June, 2006.

Andra L. King
Notary Public
Commission Expires: May 4, 2008

UNOFFICIAL COPY

CONSENT OF MORTGAGEE

JPMorgan Chase Bank, N.A., a national banking association, holder of mortgages on tracts of land which includes the property owned by CM described in the Agreements above, including (i) the mortgage bearing a date of December 12, 2001 and having been recorded on December 26, 2001 as Document No. 0011229551 (as amended by first amendment to mortgage recorded December 20, 2002 as Document No. 0021418935, and by modification to mortgage recorded January 21, 2005 as Document No. 0502103023, re-recorded February 18, 2005 as Document No. 504903103 and as further amended or modified, as the case may be), (ii) junior mortgage bearing a date of December 12, 2001 and recorded December 21, 2001 as Document 0011229552 (as amended by first amendment recorded December 20, 2002 as Document No. 0021418934 and as further amended or modified, as the case may be) and (iii) mortgage dated November 15, 2000 and recorded January 2, 2001 as Document No. 0010002293 (as amended or modified, as the case may be), hereby agrees, consents, and acquiesces to the execution and recording of the above Easement Agreement and to the terms thereof, for the purposes therein stated.

IN WITNESS WHEREOF, said Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois on this 9th day of June, 2006.

Attest:

JPMorgan Chase Bank, N.A.

By: [Signature]

By: [Signature]

Name: Timothy S. Irwin
Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LISA VEGA, a Notary Public in and for said County in the State aforesaid, do hereby certify that TIMOTHY S. IRWIN, the VP of JPMorgan Chase Bank, N.A., a national banking association (the "Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of June, 2006.



[Signature]
NOTARY PUBLIC

(SEAL)

UNOFFICIAL COPY**Exhibit A****(Five Pages Total)****Access Parcel**

THOSE PARTS OF LOTS 59 THROUGH 70, INCLUSIVE, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 59, IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, THE NORTH LINE OF LOT 59 BEING HERE THE SOUTH LINE OF WEST CERMAK ROAD, SAID POINT BEING DISTANCE 12.00 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE AS LOCATED AND CONSTRUCTED IN JULY, 1998, SAID POINT BEING ALSO 200.00 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD AS MEASURED ALONG SAID SOUTH LINE, SAID POINT OF COMMENCEMENT BEING ALSO 666.23 FEET EAST OF THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 258.78 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING ALSO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTHWESTWARDLY ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 29.27 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING A POINT ON A LINE PERPENDICULAR TO SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 01 DEGREE 35 MINUTES 53 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 156.65 FEET TO A POINT ON A LINE 181.65 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 11 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 112.15 FEET TO A POINT, SAID POINT BEING 291.04 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD AND IN A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED) AFORESAID;

THENCE SOUTH 01 DEGREE 38 MINUTES 56 SECONDS EAST ALONG SAID LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED), A DISTANCE OF 756.56 FEET TO A POINT ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE;

THENCE SOUTH 88 DEGREES 21 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID JOY'S CANAL (NOW FILLED);

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 760.79 FEET TO A POINT, SAID POINT BEING 286.85 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD, MEASURED PERPENDICULARLY;

THENCE NORTH 08 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.55 FEET TO A POINT, SAID POINT BEING THE SOUTHERLY TERMINUS OF A LINE PERPENDICULAR TO AND 99.13 FEET SOUTH FROM SAID SOUTH LINE OF WEST CERMAK ROAD;

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THENCE NORTH 01 DEGREE 35 MINUTES 53 SECONDS WEST ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 94.13 FEET TO A POINT, SAID POINT BEING IN A LINE 5.00 FEET SOUTH FROM AND PERPENDICULAR TO THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 15.81 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 09 MINUTES 47 SECONDS WEST, AN ARC DISTANCE OF 16.09 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE WESTERLY MOST 10.00 FEET THEREOF.

TOGETHER WITH:

Property of Cook County Clerk's Office

UNOFFICIAL COPY**MDC PARCEL**

THOSE PARTS OF LOTS 60 THROUGH 68 INCLUSIVE, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CERMAK ROAD WITH THE EAST LINE OF SOUTH MORGAN STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST (BASES OF BEARINGS ASSUMED), ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 169.94 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 85.61 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, TANGENT WITH THE LAST DESCRIBED LINE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 33.36 FEET AND A CHORD BEARING OF SOUTH 46 DEGREES 35 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01 DEGREE 35 MINUTES 53 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A POINT;

THENCE SOUTH 08 DEGREES 17 MINUTES 29 SECONDS WEST, A DISTANCE OF 198.54 FEET TO A POINT;

THENCE SOUTH 01 DEGREE 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 612.28 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 68 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH 88 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 178.80 FEET TO A POINT;

THENCE NORTH 01 DEGREE 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 592.55 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, TANGENT WITH THE LAST DESCRIBED LINE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 533.85 FEET, WITH A CHORD LENGTH OF 278.29 FEET AND A CHORD BEARING OF NORTH 43 DEGREES 49 MINUTES 32 SECONDS EAST, AN ARC DISTANCE OF 281.54 FEET TO A POINT OF TANGENCY;

THENCE NORTH 21 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 45.20 FEET TO A POINT ON THE SOUTH LINE OF WEST CERMAK ROAD AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 153,822 SQUARE FEET OF LAND (3.5313 ACRES), MORE OR LESS.

Together with:

UNOFFICIAL COPY**ORPHAN PARCEL**

THOSE PARTS OF LOTS 44, 69 AND 70 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOGETHER WITH A PORTION OF SOUTH LUMBER STREET VACATED BY ORDINANCE PASSED JANUARY 30, 1899 AND A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CERMAK ROAD WITH THE EAST LINE OF SOUTH MORGAN STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 69 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 01 DEGREE 34 MINUTES 31 SECONDS EAST (BASIS OF BEARINGS ASSUMED), ALONG SAID EAST LINE OF SOUTH MORGAN STREET, A DISTANCE OF 555.2 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 69 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE NORTH 88 DEGREE 23 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 218.91 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTH 01 DEGREE 08 MINUTES 57 SECONDS EAST, A DISTANCE OF 495.56 FEET, TO THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IMPROVED;

THENCE NORTH 82 DEGREES 56 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO, AS IMPROVED, A DISTANCE OF 24.62 FEET TO AN ANGLE POINT;

THENCE NORTH 82 DEGREES 12 MINUTES 29 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO, AS IMPROVED, A DISTANCE OF 39.85 FEET TO A POINT IN A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED) AFOREMENTIONED;

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 341.31 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 21 MINUTES 04 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 30.00 FEET TO A POINT, SAID POINT BEING IN THE WEST LINE OF SAID JOY'S CANAL (NOW FILLED), SAID POINT BEING ALSO IN THE EAST LINE OF LOT 70 AFORESAID;

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG SAID WEST LINE OF JOY'S CANAL (NOW FILLED), A DISTANCE OF 147.62 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 69 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH 88 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 29.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 26,073 SQUARE FEET OF LAND, MORE OR LESS.

Together with:

UNOFFICIAL COPY**STOCK BUILDING SUPPLY PARCEL**

THOSE PARTS OF LOTS 40 THROUGH 44 INCLUSIVE AND 60 THROUGH 72 INCLUSIVE IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOGETHER WITH A PORTION OF SOUTH LUMBER STREET VACATED BY ORDINANCE PASSED JANUARY 30, 1899 IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CERMAK ROAD WITH THE EAST LINE OF SOUTH MORGAN STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 81 DEGREE 34 MINUTES 31 SECONDS EAST (BASIS OF BEARINGS ASSUMED), ALONG SAID EAST LINE OF SOUTH MORGAN STREET, A DISTANCE OF 908.81 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 69 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH 88 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE WESTLY EXTENSION OF THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 172.57 FEET, TO A POINT ON THE NORTH LINE OF LOT 72 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH 82 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 506.65 FEET, TO THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IMPROVED;

THENCE NORTH 87 DEGREES 45 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO, AS IMPROVED, A DISTANCE OF 252.69 FEET TO AN ANGLE POINT;

THENCE NORTH 82 DEGREES 56 MINUTES 56 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO, AS IMPROVED, A DISTANCE OF 82.33 FEET TO A POINT;

THENCE NORTH 81 DEGREE 08 MINUTES 57 SECONDS WEST, A DISTANCE OF 495.56 FEET, TO A POINT ON THE NORTH LINE OF LOT 69 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID;

THENCE SOUTH 88 DEGREES 23 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 149.88 FEET TO A POINT;

THENCE NORTH 81 DEGREE 25 MINUTES 58 SECONDS WEST, A DISTANCE OF 592.55 FEET, TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, TANGENT WITH THE LAST DESCRIBED LINE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 533.85 FEET, WITH A CHORD LENGTH OF 278.29 FEET AND A CHORD BEARING OF NORTH 13 DEGREES 40 MINUTES 32 SECONDS EAST, AN ARC DISTANCE OF 281.54 FEET TO A POINT OF TANGENCY;

THENCE NORTH 28 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 45.29 FEET, TO A POINT ON THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 169.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 239,877 SQUARE FEET OF LAND (5.5069 ACRES), MORE OR LESS.

UNOFFICIAL COPY**EXHIBIT B**

LOTS 49 THROUGH 53, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 45 THROUGH 48, BOTH INCLUSIVE IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1 THROUGH 8, BOTH INCLUSIVE IN BLOCK 3 AND THAT PORTION OF BLOCK 4 IN MCCORD'S SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES OF THE FRACTIONAL NORTHEAST QUARTER OF SAID SECTION 29, TOGETHER WITH THAT PART OF VACATED SOUTH LUMBER STREET, AND ALSO TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED), ALL TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK 4 IN MCCORD'S SUBDIVISION, SAID NORTHWESTERLY CORNER BEING A POINT ON THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID AND RUNNING;

THENCE NORTH 69 DEGREES 21 MINUTES 23 SECONDS EAST (THE BASIS OF BEARING ASSUMED) ALONG THE NORTHERLY LINE OF SAID BLOCK 4, SAID NORTHERLY LINE BEING HERE ALSO THE SOUTHERLY LINE OF SOUTH LUMBER STREET, A DISTANCE OF 92.54 FEET TO THE NORTHEASTERLY CORNER OF BLOCK 4 IN SAID MCCORD'S SUBDIVISION;

THENCE SOUTH 01 DEGREE 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 237.74 FEET TO THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED;

THENCE SOUTH 68 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IMPROVED, A DISTANCE OF 216.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE SOUTH 74 DEGREES 32 MINUTES 48 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED, A DISTANCE OF 142.58 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE SOUTH 82 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED, A DISTANCE OF 132.85 FEET TO A POINT;

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST, ALONG A STRAIGHT LINE, A DISTANCE OF 767.48 FEET TO A POINT;

THENCE NORTH 88 DEGREES 21 MINUTES 04 SECONDS EAST, A DISTANCE OF 386.43 FEET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID;

THENCE SOUTH 01 DEGREE 40 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION, A DISTANCE OF 39.80 FEET TO A POINT ON THE SOUTH LINE OF WEST 23RD STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 4 IN BLOCK 3 AFORESAID;

THENCE NORTH 88 DEGREES 24 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF WEST 23RD STREET, THE SOUTH LINE OF WEST 23RD STREET BEING ALSO THE NORTH LINE OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN BLOCK 4 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 87.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

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THENCE SOUTH 01 DEGREE 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, THE EAST LINE OF LOT 1 BEING ALSO THE EAST LINE OF BLOCK 3 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 122.22 FEET TO THE NORTH LINE OF THE 20 FEET WIDE EAST-WEST ALLEY IN SAID BLOCK 3;

THENCE SOUTH 88 DEGREES 24 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF THE 20 FOOT WIDE EAST-WEST ALLEY IN BLOCK 3, THE NORTH LINE OF THE 20 FOOT WIDE ALLEY BEING HERE THE SOUTH LINE OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN SAID BLOCK 3, A DISTANCE OF 87.82 FEET TO THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID;

THENCE SOUTH 01 DEGREE 40 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF MCCORD'S SUBDIVISION, THE WEST LINE OF MCCORD'S SUBDIVISION BEING ALSO A PORTION OF THE EAST LINE OF LOTS 51 AND 52 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFOREMENTIONED, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID 20.00 FOOT WIDE EAST-WEST ALLEY IN BLOCK 3;

THENCE NORTH 88 DEGREES 24 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF THE 20.00 FOOT WIDE EAST-WEST ALLEY IN BLOCK 3 IN MCCORD'S SUBDIVISION, THE SOUTH LINE OF THE 20.00 FOOT WIDE EAST-WEST ALLEY BEING HERE THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN BLOCK 3 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 87.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 01 DEGREE 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8, SAID EAST LINE OF LOT 8 BEING ALSO THE EAST LINE OF BLOCK 3 IN MCCORD'S SUBDIVISION AFORESAID, A DISTANCE OF 156.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8, THE SOUTHEAST CORNER OF LOT 8 BEING ON THE NORTHERLY LINE OF SOUTH LUMBER STREET;

THENCE SOUTH 69 DEGREES 21 MINUTES 23 SECONDS WEST ALONG SAID NORTHERLY LINE OF SOUTH LUMBER STREET, THE NORTHERLY LINE OF SOUTH LUMBER STREET BEING ALSO THE SOUTHERLY LINE OF LOTS 5 THROUGH 8 BOTH INCLUSIVE IN BLOCK 3 AFORESAID, A DISTANCE OF 92.63 FEET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFOREMENTIONED;

THENCE SOUTH 01 DEGREE 40 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION, A DISTANCE OF 69.79 FEET TO THE POINT OF BEGINNING, EXCEPTING ANY PORTION OF THE LAND, IF ANY, LYING WITHIN THE SOUTH BRANCH OF CHICAGO RIVER, AS CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DEED RECORDED APRIL 21, 1903 IN BOOK 7791, PAGES 84, 85 AND 86, IN COOK COUNTY, ILLINOIS.

CONTAINING 330,016 SQUARE FEET (7.5762 ACRES) OF LAND, MORE OR LESS.

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Exhibit C

Access Parcel

THOSE PARTS OF LOTS 59 THROUGH 70, INCLUSIVE, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 59, IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, THE NORTH LINE OF LOT 59 BEING HERE THE SOUTH LINE OF WEST CERMAK ROAD, SAID POINT BEING DISTANCE 12.00 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE AS LOCATED AND CONSTRUCTED IN JULY, 1998, SAID POINT BEING ALSO 200.00 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD AS MEASURED ALONG SAID SOUTH LINE, SAID POINT OF COMMENCEMENT BEING ALSO 616.23 FEET EAST OF THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 258.78 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING ALSO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTHWESTWARDLY ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING A POINT ON A LINE PERPENDICULAR TO SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 01 DEGREE 35 MINUTES 53 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 156.65 FEET TO A POINT ON A LINE 181.65 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 11 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 112.15 FEET TO A POINT, SAID POINT BEING 291.04 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD AND IN A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED) AFORESAID;

THENCE SOUTH 01 DEGREE 38 MINUTES 56 SECONDS EAST ALONG SAID LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED), A DISTANCE OF 756.56 FEET TO A POINT ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE;

THENCE SOUTH 88 DEGREES 21 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID JOY'S CANAL (NOW FILLED);

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 760.79 FEET TO A POINT, SAID POINT BEING 286.85 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD, MEASURED PERPENDICULARLY;

THENCE NORTH 08 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.55 FEET TO A POINT, SAID POINT BEING THE SOUTHERLY TERMINUS OF A LINE PERPENDICULAR TO AND 99.13 FEET SOUTH FROM SAID SOUTH LINE OF WEST CERMAK ROAD;

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THENCE NORTH 01 DEGREE 35 MINUTES 53 SECONDS WEST ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 94.13 FEET TO A POINT, SAID POINT BEING IN A LINE 5.00 FEET SOUTH FROM AND PERPENDICULAR TO THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 15.81 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 09 MINUTES 47 SECONDS WEST, AN ARC DISTANCE OF 16.09 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE WESTERLY MOST 10.00 FEET THEREOF.

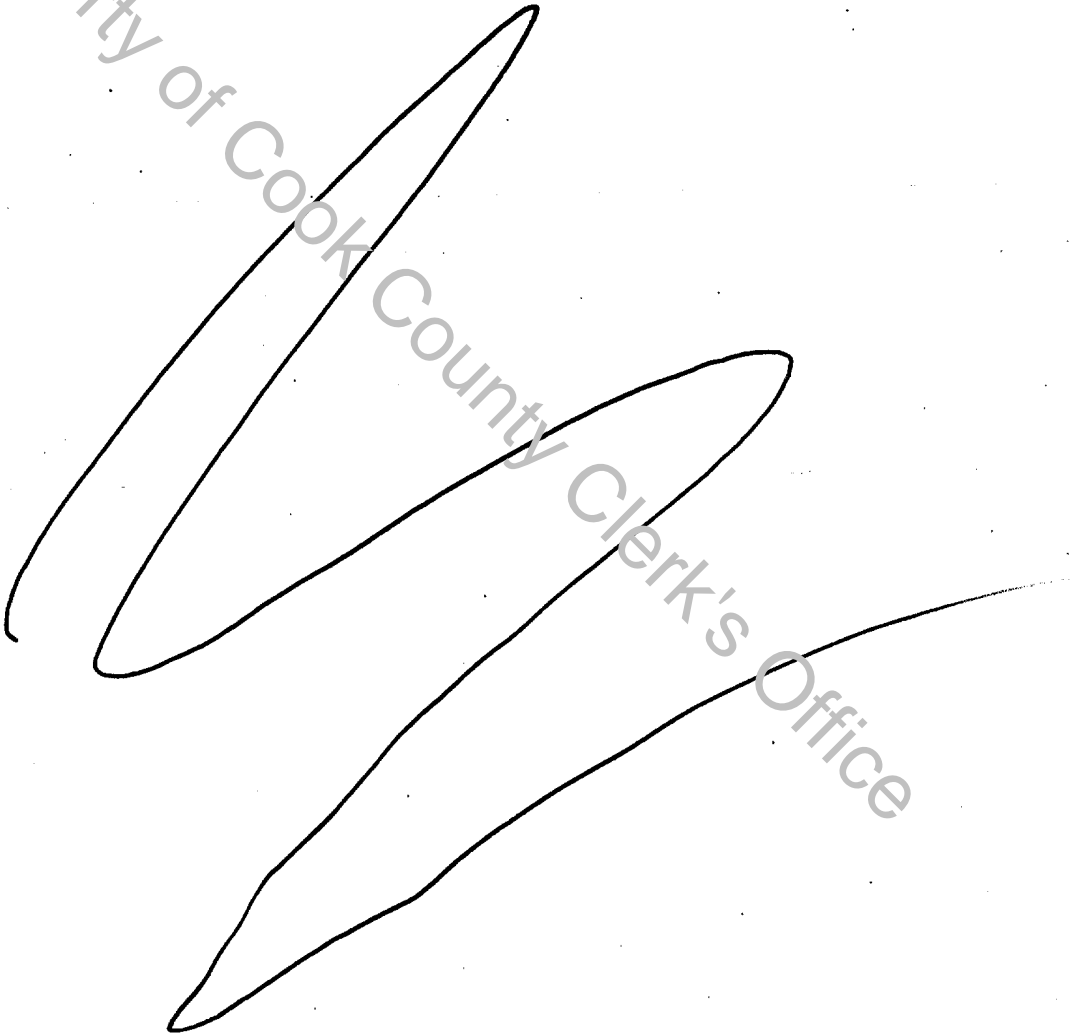
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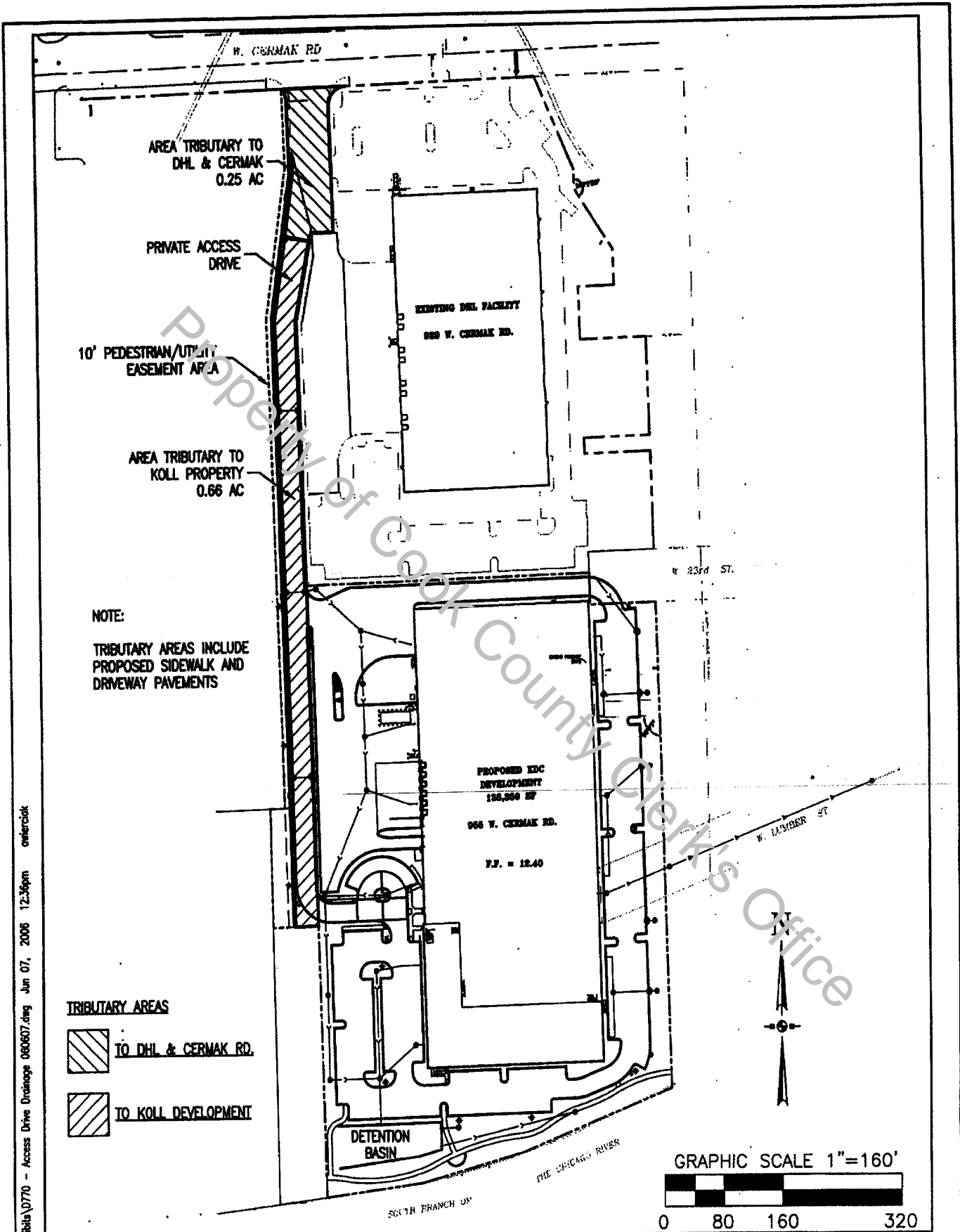
Exhibit C-1

[Site plan of Access Area showing Access Parcel and Pedestrian/Utility Area, including the area on the Access Parcel benefitted by the Drainage Easement]

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NOTE:
 TRIBUTARY AREAS INCLUDE
 PROPOSED SIDEWALK AND
 DRIVEWAY PAVEMENTS

- TRIBUTARY AREAS**
- TO DHL & CERMAK RD.**
 - TO KOLL DEVELOPMENT**

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ACCESS DRIVE DRAINAGE AREA MAP

JACOB & HEFNER ASSOCIATES, P.C.
 ENGINEERS SURVEYORS
 1801 S. MERRILL RD., Suite 200
 Oakbrook Terrace, IL 60181
 630-542-0000 FAX 630-542-1774

PROJECT NAME:	BLUE CROSS/BLUE SHIELD
CLIENT NAME:	KOLL DEVELOPMENT COMPANY
LOCATION:	956 W. CERMAK, CHICAGO, IL
DATE PREPARED:	6/7/06
	D770

UNOFFICIAL COPY

Exhibit C-2

Access Area

THOSE PARTS OF LOTS 59 THROUGH 70, INCLUSIVE, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 59, IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, THE NORTH LINE OF LOT 59 BEING HERE THE SOUTH LINE OF WEST CERMAK ROAD, SAID POINT BEING DISTANCE 12.00 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE AS LOCATED AND CONSTRUCTED IN JULY, 1998, SAID POINT BEING ALSO 200.00 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD AS MEASURED ALONG SAID SOUTH LINE, SAID POINT OF COMMENCEMENT BEING ALSO 616.23 FEET EAST OF THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 258.78 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING ALSO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTHWESTWARDLY ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING A POINT ON A LINE PERPENDICULAR TO SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 01 DEGREE 35 MINUTES 53 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 156.65 FEET TO A POINT ON A LINE 187.65 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 11 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 112.15 FEET TO A POINT, SAID POINT BEING 291.04 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD AND IN A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED) AFORESAID;

THENCE SOUTH 01 DEGREE 38 MINUTES 56 SECONDS EAST ALONG SAID LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED), A DISTANCE OF 756.56 FEET TO A POINT ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE;

THENCE SOUTH 88 DEGREES 21 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID JOY'S CANAL (NOW FILLED);

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 760.79 FEET TO A POINT, SAID POINT BEING 286.85 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD, MEASURED PERPENDICULARLY;

THENCE NORTH 08 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.55 FEET TO A POINT, SAID POINT BEING THE SOUTHERLY TERMINUS OF A LINE PERPENDICULAR TO AND 99.13 FEET SOUTH FROM SAID SOUTH LINE OF WEST CERMAK ROAD;

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THENCE NORTH 01 DEGREE 35 MINUTES 53 SECONDS WEST ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 94.13 FEET TO A POINT, SAID POINT BEING IN A LINE 5.00 FEET SOUTH FROM AND PERPENDICULAR TO THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 15.81 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 09 MINUTES 47 SECONDS WEST, AN ARC DISTANCE OF 16.09 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

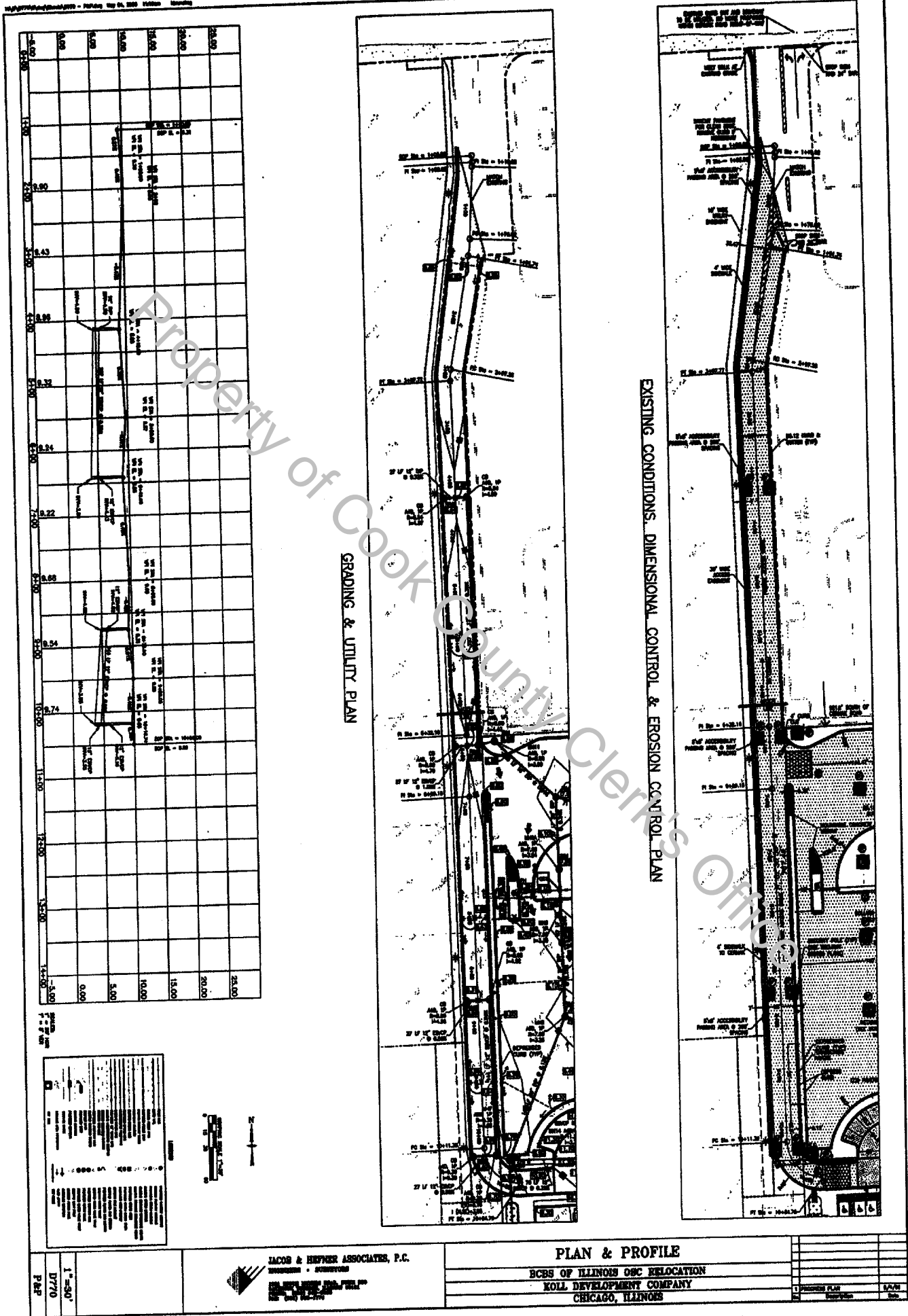
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Exhibit D

[Plans and Specifications]

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Property of Cook County Clerk's Office

1" = 40'	D770	P&P
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JACOB & HEFNER ASSOCIATES, P.C.
 ARCHITECTS - ENGINEERS
 100 N. LAUREL ST. SUITE 1000
 CHICAGO, ILLINOIS 60610

PLAN & PROFILE
 BCBS OF ILLINOIS OSC RELOCATION
 KOLL DEVELOPMENT COMPANY
 CHICAGO, ILLINOIS

UNOFFICIAL COPY

Exhibit E

[Sign Easement Area]

Property of Cook County Clerk's Office

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Exhibit F

[Drawing of Monument Sign]

Property of Cook County Clerks Office



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WEISMAN ARCHITECTS INCORPORATED

2011021506

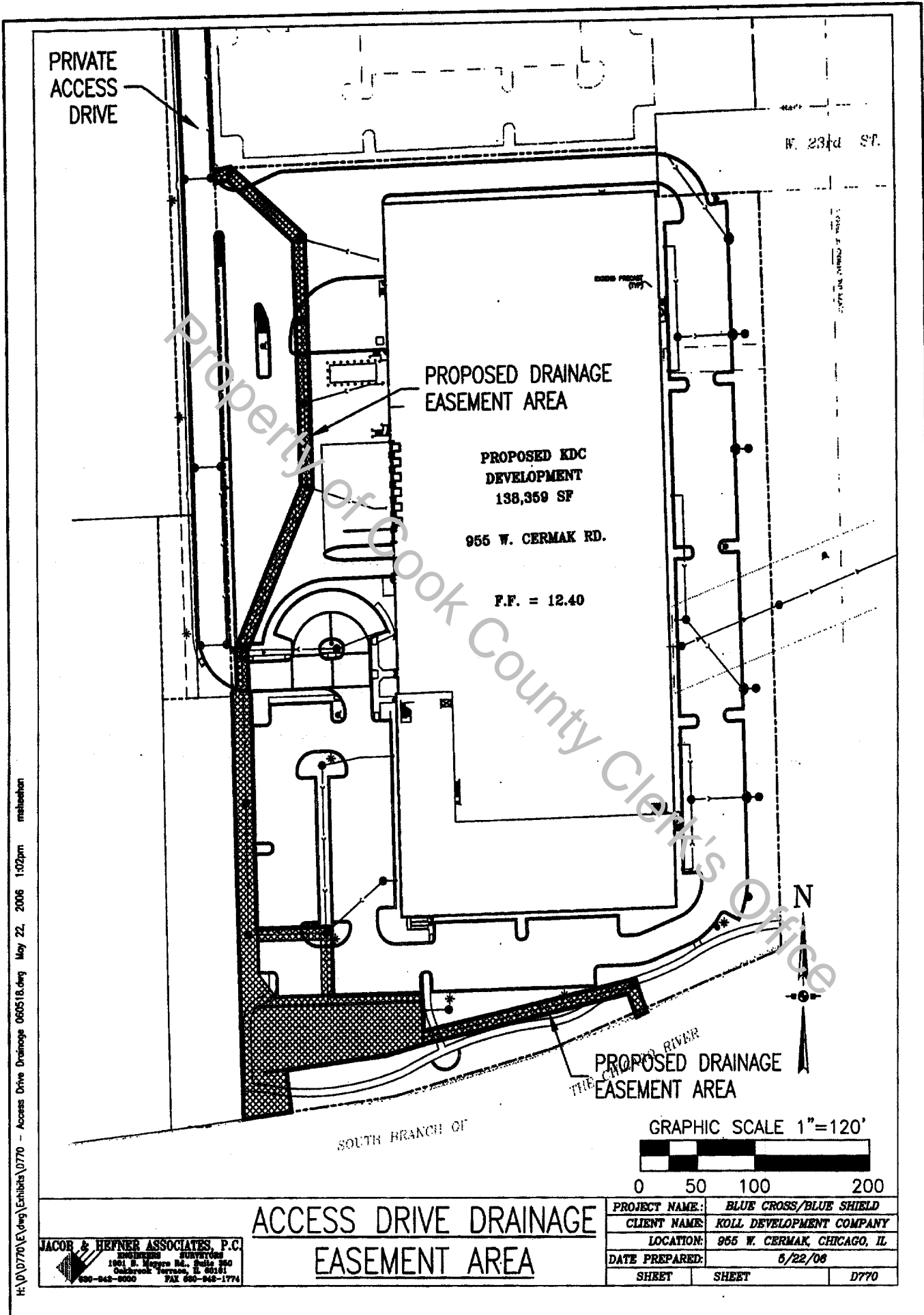
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Exhibit G

[Area on Koll Property burdened by Drainage Easement]

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ACCESS DRIVE DRAINAGE EASEMENT AREA

JACOB & BEFNER ASSOCIATES, P.C.
 ENGINEERS SURVEYORS
 1801 S. MARYS RD., SUITE 200
 OAKBROOK, ILLINOIS, IL 60111
 630-948-9500 FAX 630-948-1774

PROJECT NAME:	BLUE CROSS/BLUE SHIELD
CLIENT NAME:	KOLL DEVELOPMENT COMPANY
LOCATION:	955 W. CERMAK, CHICAGO, IL
DATE PREPARED:	5/22/06
SHEET	SHEET
	D770

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