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PREPARED BY AND AFTER
RECORDING RETURN TO:

Kevin A. Sterling, Esq.
General Counsel
Friedman Properties, Ltd.
225 North LaSalle Street, Suite 600
Chicago, Illinois 60610



Doc#: 0627717185 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2006 12:54 PM Pg: 1 of 26

Above Space for Recorder's Use Only

THIS DECLARATION OF ACCESS AND SEWER EASEMENT AND COVENANTS FOR MAINTENANCE AND COST SHARING (this "**Declaration**") is made this 20th day September 2006, by NP-II LLC ("NP") an Illinois limited liability company and North Parcel L.L.C. ("North") an Illinois limited liability company (NP and North are collectively, the "Declarant").

RECITALS

Declarant owns land in the City of Chicago, Illinois (the "City"), which is bounded by North Dearborn Street on the east, North Clark Street on the west, West Hubbard Street on the north and West Kinzie Street on the south (the "Property"). The Property is depicted and described on the Site Plan attached hereto as Exhibit A (the "Site Plan").

Dearkin Res LLC, an Indiana limited liability company ("Hotel Developer") is about to begin development of a hotel project (the "Hotel") on the portion of the Property which extends along North Dearborn from Hubbard Street on the north to Kinzie Street on the south ("Hotel Parcel") legally described in Exhibit B, attached hereto and on a second parcel of land with 31.90 feet of frontage on Hubbard Street which extends south along the western boundary of the Hotel

Near North National Title
222 N. LaSalle
Chicago, IL 60601

01060707 3 28 SWPNN

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Parcel for a distance of 100.19 feet (the "Ground Lease Parcel") which is subject to a ground lease with the 51 West Hubbard LLC, an Illinois limited liability company, as lessor (the "Ground Lessor"), legally described in Exhibit C, attached hereto.

Declarant anticipates that a mixed-use development will be constructed in the future on the portion of the Property that fronts on both Clark Street and West Kinzie Street (the "Future Development Parcel"), legally described in Exhibit D, attached hereto.

Declarant and Hotel Developer have determined that constructing a private driveway on the Property is necessary to provide service and other delivery vehicles with a convenient means of access to the rear service entrances of the Hotel to be developed on the Hotel Parcel and Ground Lease Parcel and the mixed-use development on the Future Development Parcel. The Site Plan shows the location of the Easement Parcel on which such private driveway will be constructed, and is legally described on Exhibit E, attached hereto (the "Easement Parcel").

Declarant and Hotel Developer have also determined that as part of construction of the private driveway, it is necessary and beneficial to the users of such private driveway to install and maintain a sanitary sewer, lint basin, grease separator, bollards and retaining wall for the Hotel's loading area and for placement of the Hotel's trash compactor.

IN FURTHERANCE of the development plans for the Property described in the Recitals, Declarant hereby makes the following declaration and covenants:

1. Declaration of Access and Sewer Easement.

Declarant hereby declares and grants a permanent, non-exclusive access and sewer easement (the "Access and Sewer Easement") over, under and across that portion of the Property which is identified on the Site Plan as the "Easement Parcel" for the purpose of providing a means of ingress and egress to the Property from West Kinzie Street and to provide the Hotel

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with sanitary sewer service. This grant and declaration of easement includes the right to construct, repair, replace and maintain a private driveway, and the right to install, repair replace and maintain a sanitary sewer, bollards and retaining wall for the Hotel's loading area and related appurtenances on the Easement Parcel. The foregoing grant and declaration includes a right of access for such personnel and equipment that are needed or desired to install, repair, replace and maintain a driveway, the sanitary sewer and related appurtenances on and under the Easement Parcel.

The Access and Sewer Easement is hereby declared and granted to be for the benefit of Hotel Developer, the Ground Lessor, the present and future owners of the Property (collectively the "Owners") and their respective occupants, lessees, visitors and invitees, and such Owners, successors and assigns (collectively the "Grantees").

2. Use of the Easement Parcel.

The private driveway is intended for use primarily by service and delivery vehicles and incidentally by construction equipment and pedestrians for the Property and its Owners. Use of the Easement Parcel by construction vehicles while buildings and improvements on the Property are being constructed, undergoing repair or renovation shall be subject to rules and limitations reasonably set forth by Declarant effective upon delivery to the Owners to insure that the use of the driveway is not unnecessarily restricted, hampered and impeded. Repairs, replacement and maintenance to the driveway and the sanitary sewer and related appurtenances shall be undertaken at such times and subject to such limitations and restrictions reasonably imposed by Declarant to minimize disruption of use of the driveway as contemplated by this Declaration.

3. Construction on the Easement Parcel.

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Declarant hereby delegates the obligation to construct and install the driveway, sanitary sewer and related appurtenances on the Easement Parcel to the Hotel Developer so that such construction and installation occurs simultaneously with construction of the Hotel. The construction and installation of the driveway, sanitary sewer and related appurtenances on the Easement Parcel shall be undertaken by Hotel Developer in accordance with the detailed plans and specifications dated April 3, 2006, prepared by Hellmuth, Obata and Kassabaum, Inc. (the "Improvement Plans"). The Improvement Plans shall be reviewed and approved by Declarant, prior to the time that construction begins, whose approval shall not be unreasonably withheld. Hotel Developer shall be responsible for obtaining all permits and approvals necessary to install the driveway, sanitary sewer and related appurtenances. All costs and expenses to initially install the driveway, sanitary sewer and related appurtenances in accordance with the Improvement Plans shall be paid by the Hotel Developer. Hotel Developer shall provide Declarant with an accounting of the costs and expenses incurred to complete constructions of the driveway, sanitary sewer and appurtenances, excluding any improvements, which solely serve the Hotel. Upon commencement of construction on the Future Development Parcel, Declarant shall cause the developer of such construction to reimburse the Hotel Developer for 50% of the costs and expenses it incurred to initially construct and install the private driveway, sewer and appurtenances on the Easement Parcel (excluding any improvements, which solely serve the Hotel), together with interest at the prime rate of interest in effect from time to time at LaSalle Bank National Association or its successor, from the date the Hotel Developer opens the improvements on the Hotel Parcel for business to the general public until paid in full, and shall make such further improvements as are necessary or incidental to the mixed-use development on

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the future Development Parcel, at the cost and expense of the then owner of the Future Development Parcel.

4. Covenant to Maintain the Easement Parcel and Share Maintenance Costs.

A. Maintenance. Until such time as construction on the Future Development Parcel commences, Declarant hereby delegates the duty and obligation to repair, restore, replace and maintain the improvements installed on, under and across the Easement Parcel to Hotel Developer. When construction on the Future Development Parcel is complete, Declarant may delegate the foregoing duty and obligation to the Owner of the Future Development Parcel or to the condominium association if the Future Development Parcel has been subjected to the Illinois Condominium Act, upon terms and conditions acceptable to the Hotel Developer. Declarant shall have the on-going obligation to repair, replace restore and maintain the driveway constructed on the Easement Parcel so that it remains open and available for use by the Grantees in the event that the Owner to which the maintenance obligation has been delegated fails to perform its obligations, and Hotel Developer may do so if Declarant fails to do so to the satisfaction of the Hotel Developer.

As used herein the terms "maintenance" and "maintain" are broadly defined and include cleaning, snow removal and salting as well as repairing and resurfacing from time to time and includes right of access for the employees and equipment of such contractors and vendors that may be engaged from time to time to perform required maintenance. The costs of such maintenance and repair are hereinafter referred to as "Maintenance Costs". Any maintenance which is performed to repair damage due to usage of the driveway on the Easement Parcel by construction vehicles or which is due to acts and deeds attributable to one Grantee shall be performed at the cost and expense of the Grantee responsible for such damage.

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B. Sharing of Maintenance Costs. Each Owner of a portion of the Property shall be responsible for its share of Maintenance Costs. Initially 100% of all such costs shall be paid by the Owner of the Hotel Parcel and by the Ground Lessor. Upon commencement of construction on the Future Development Parcel, 50% of the Maintenance Costs shall be paid by the Owner of the Future Development Parcel and with the other 50% of such Maintenance Costs paid by the Owner of the Hotel Parcel and by the Ground Lessor.

Hotel Developer, or such other Owner to which Declarant delegated the duty and obligation to undertake Maintenance, no less frequently than annually or more frequently as it may elect, shall invoice all Owners for their share of the Maintenance Costs incurred or estimated to be incurred in the future. Invoices shall be payable within 15 days after receipt. Records of all expenditures for Maintenance shall be kept and shall be available to all Owners for review during and for a reasonable amount of time.

If an invoiced share of Maintenance Costs are not paid when due, the amount of such invoice shall constitute a lien against such portion of the Property until paid. Such lien shall have the same priority and may be enforced and collected in the same manner as other liens of a similar nature are enforced and collected by Declarant. Declarant shall be entitled to recover all reasonable costs of collection including attorneys' fees and disbursements including court costs to enforce the lien or obtain and collect a judgment. Interest shall accrue on the amount invoiced from the due date until fully paid at the prime rate of interest in effect from time to time at LaSalle Bank National Association or its successor plus 3% per annum.

5. **Covenants to Pay Real Estate Taxes and Maintain Insurance.**

A. Taxes. Each Owner of the Property shall be responsible for real estate taxes levied against the Easement Parcel shared on the same basis as Maintenance Costs. Declarant

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shall attempt to have a separate tax parcel number assigned to the Easement Parcel. If a share of real estate taxes is not paid when due, the amount of such share shall constitute a lien against such portion of the Property until paid. Such lien shall have the same priority and may be enforced and collected in the same manner as other liens of a similar nature are enforced and collected by Declarant. Declarant shall be entitled to recover all reasonable costs of collection including attorneys' fees and disbursements including court costs to enforce the lien or obtain and collect a judgment. Interest shall accrue on the amount invoiced from the due date until fully paid at the rate of interest in effect from time to time as published by the Cook County Treasurer for late payment of real estate taxes, currently 18% per annum.

B. Insurance. Hotel Owner shall obtain and maintain property insurance, which shall meet or exceed the insurance requirements set forth on Exhibit F covering the Easement Parcel with all Owners listed as additional insureds. Costs for such insurance shall be shared by the Owners on the same basis as Maintenance Costs. The Declarant shall provide all Owners certificates evidencing that such insurance is in effect and shall be entitled to notice of cancellation. If existing policies are not renewed within 30 days of the termination date, any Owner, upon written notice to the other Owners, may exercise the remedy of self-help in the event such insurance is not obtained as herein provided to insure that property insurance remains in effect at all times.

All Owners using the Easement Parcel shall list all other Owners as additional insureds on their liability insurance policies and provide Certificates of Insurance evidencing compliance with the foregoing.

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6. Notices.

All notices required by this Declaration shall be in writing and shall be considered given upon receipt, if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized overnight commercial courier service for next business day delivery, proper charges prepaid, or three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows (or to such other address, notice of which is given in writing):

Declarant:

NP-II LLC and North Parcel LLC
c/o Friedman Properties
325 North LaSalle Street
Chicago, IL 60610

With a Copy to:

Kevin A. Sterling, Esq.
General Counsel
Friedman Properties, Ltd.
325 North LaSalle Street, Suite 600
Chicago, Illinois 60610

Hotel Developer:

Dearkin Res LLC
White Lodging Services Corporation, Manager
Lawrence E. Burnell
Chief Operating Officer
1000 East 80th Place
Suite 600 North
Merrillville, Indiana 46410

With a Copy to:

Carol Ann Bowman, Esq.
General Counsel
White Lodging Services Corporation
1000 East 80th Place, Suite 700 North
Merrillville, Indiana 46410

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Ground Lessor:

51 West Hubbard LLC
Albert M. Friedman
Friedman Properties, Ltd.
325 North LaSalle Street, Suite 600
Chicago, Illinois 60610

With a Copy to:

Kevin A. Sterling, Esq.
General Counsel
Friedman Properties, Ltd.
325 North LaSalle Street, Suite 600
Chicago, Illinois 60610

7. **Declarant's Reserved Rights.**

Declarant reserves the unilateral right, at its sole cost and expense, to expand the Easement Parcel to include all or a part of that portion of the Property which is designated on the Site Plan as the "Future Easement Parcel;" provided that such additional grants do not materially and adversely interfere with the Grantee's use of the Easement Parcel for access or materially increase its costs. Such expansion shall be accomplished by recording a supplement to this Declaration adding some or all of the Future Easement Parcel to the Easement Parcel and subject to the terms and provisions herein set forth.

Declarant reserves the right in connection with the development of the Hotel on the Hotel Parcel and development on the Future Development Parcel to grant additional easements within or which cross the Easement Parcel or to grant others ("New Grantees") the right to use the Easement Parcel for such purposes and on such terms as Declarant determines are reasonable, provided that such additional grants do not materially and adversely interfere with the Grantee's use of the Easement Parcel for access. The New Grantees shall not be obligated to assume a share of the Maintenance Costs.

Declarant hereby reserves the right, at its sole cost and expense, to construct an elevated Skybridge over the Easement Parcel connecting the development on the Future Development

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Parcel to the improvements to be constructed on the Hotel Parcel at a location to be mutually agreed upon between the Declarant and the Hotel Developer. The costs of maintaining the Skybridge shall be borne by Declarant or as the Owners may agree.

Declarant shall have the right, upon notice to all Owners, to substitute an independent third party management company to operate and manage the Easement Parcel (the "Manager") and to perform the duties and obligations herein delegated to the Hotel Developer and others. Subject to the prior written approval of the Owners, the Manager shall let contracts for maintenance, be responsible for invoicing and collecting Maintenance Costs, Real Estate Taxes, and Insurance and for keeping books and records. Declarant may include Declarant's enforcement rights, as provided herein, in its delegation to a Manager as well as such other responsibilities as Declarant deems reasonable. Any Manager designated by Declarant shall be entitled to be paid by Declarant a management fee of 3% of the maintenance costs for its services.

8. Hotel Protective Covenant.

Declarant hereby covenants, agrees and declares for the benefit of the Owners of the Hotel Parcel and the Ground Lease Parcel and their respective successors and assigns that no improvements, except for the improvements expressly contemplated by this Agreement and the Skybridge as permitted by Section 7, above, shall be constructed on any portion of the Future Development Parcel within twenty feet of the improvements constructed on the Hotel Parcel and the Hubbard Ground Lease Parcel. This covenant shall run with the land and be binding on all present and future Owners of the Future Development Parcel.

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9. **Transfer of Declarant's Rights.**

All of the rights and the obligations as provided herein of Declarant hereunder may be transferred from time to time to another entity, which shall thereafter exercise the rights and perform the obligations of Declarant. No such transfer of Declarant's rights and obligations shall be effective unless it is in a written instrument signed by both the current Declarant and the entity assuming the rights and obligations of Declarant hereunder and then recorded in the Recorder's Office of Cook County, Illinois.

10. **Enforcement.**

Declarant shall have the right to enforce the provisions of this Declaration and may bring actions at law or in equity. Declarant shall be entitled to recover its attorney's fees and disbursements plus court costs from the non-prevailing party or parties.

11. **Self-Help.**

In the event Declarant or any party to whom the responsibility has been delegated fails to perform the maintenance obligations applicable to the Easement Parcel or other obligations arising hereunder and such failure continues for 30 days after a written request therefore is made by one or more of the Grantees, or Declarant, as the case may be, then the Grantee or Grantees or Declarant giving such notice shall have the right to undertake the notice maintenance and to be reimbursed for the costs and expenses incurred therefor as well as for any attorneys fees and disbursements plus court costs incurred if it is necessary to bring a collection action; provided however, in the event the Easement Parcel is being maintained by a third party manager, then such cure period may be shorten by written agreement.

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12. Notice of Sales and Leases.

The Owner of any portion of the Property, other than the owner of a residential or hotel condominium unit or a guests of the Hotel in the ordinary course business of the Hotel, who sells or leases its portions of the Property shall provide written notice to Declarant within ten (10) days of entering into an agreement for lease or closing on the sale of its portion of the Property. Such notice shall include the names of the purchaser or lessee and such purchaser or lessee's mailing addresses.

13. Estoppel Certificates

Each the Declarant and Grantee(s) hereunder, shall, from time to time, within ten (10) days after receipt of written request from the other party, execute, acknowledge and deliver to the requesting party or to any existing or prospective purchaser or mortgagee designated by the requesting party, a certificate ("Estoppel Certificate") stating:

- (a) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying any such modifications;
- (b) to the best of the knowledge of the Declarant or Grantee(s), as the case may be, making the certificate, whether there is any default hereunder by the requesting party and, if so, specifying the nature and extent thereof; and
- (c) whether there are any sums which the Declarant or Grantee(s) executing such Estoppel Certificate is entitled to receive or demand from the requesting party, and if there is any such sum, specifying the nature and amount thereof.

14. General Provisions.

A. If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of the Declaration.

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B. If any provision of the Declaration is deemed to violate the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the President of the United States, plus twenty-one (21) years thereafter.

C. The provisions of this Declaration shall be liberally construed. This Declaration shall be governed by and shall be construed in accordance with, the laws of the State of Illinois.

D. This Declaration shall be recorded with the Recorder of Deeds for Cook County, Illinois. No amendment to this Declaration shall be effective unless signed by all Owners of the Property and recorded with the Recorder of Deeds for Cook County, Illinois. In the event any portion of the Property is subject to the Illinois Condominium Act, the condominium association shall sign amendments on behalf of all unit owners.

E. The Access and Sewer Easement and Covenants created by this Declaration are intended to be permanent and on-going, be binding upon the successor Owners of the Property and run with the land. The Access and Sewer Easement is intended to be an easement appurtenant to the Property.

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IN WITNESS WHEREOF, this Declaration has been executed as of the day and date first above written.

DECLARANT:

NP-II LLC

By: _____
Its Manager

NORTH PARCEL LLC

By: _____
Its Manager

This Declaration is being executed by the undersigned Hotel Developer and Ground Lessor for the purpose of acknowledging and accepting for themselves and for their successors and assigns the terms and provisions hereof including the rights herein reserved by Declarant and the duties and obligations herein imposed on the Grantees which include the undersigned.

HOTEL DEVELOPER:

DEARKIN RES LLC

By: White Lodging Services Corporation, an Indiana corporation, Manager

By: James E. Burnell
Lawrence E. Burnell Chief Operating Officer

GROUND LESSOR:

51 West Hubbard LLC

By: _____
Its Manager

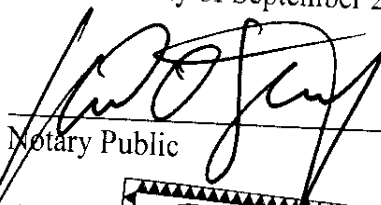
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Albert Friedman, personally known to me to be the manager of NP-II LLC, an Illinois limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager, he signed and delivered said instrument as manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.



Notary Public

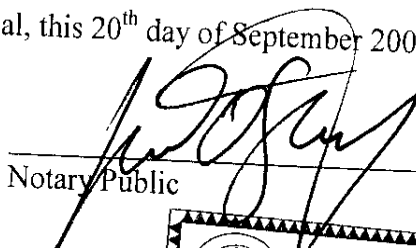
My Commission Expires: 9/27/07



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Albert Friedman, personally known to me to be the manager of North Parcel LLC, an Illinois limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager, he signed and delivered said instrument as manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.



Notary Public

My Commission Expires: 9/27/07

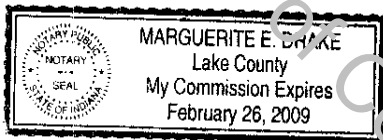


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STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence E. Burnell, Chief Operating Officer of White Lodging Services Corporation, personally known to me to be the Manager of Dearkin Res LLC, an Indiana limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chief Operating Officer, he signed and delivered said instrument as Manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.



Marguerite Drake

Notary Public

My Commission Expires: February 26, 2009

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert M. Friedman personally known to me to be the Manager of 51 West Hubbard LLC, an Illinois limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered said instrument as Manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.

Notary Public

My Commission Expires: _____

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STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence E. Burnell, Chief Operating Officer of White Lodging Services Corporation, personally known to me to be the Manager of Dearkin Res LLC, an Indiana limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chief Operating Officer, he signed and delivered said instrument as Manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert M. Friedman personally known to me to be the Manager of 51 West Hubbard LLC, an Illinois limited liability company "(Company)", and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered said instrument as Manager of said company, pursuant to authority given by the Members of said Company as his free and voluntary act, and as the free and voluntary act and deed of said Company as trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of September 2006.

Notary Public

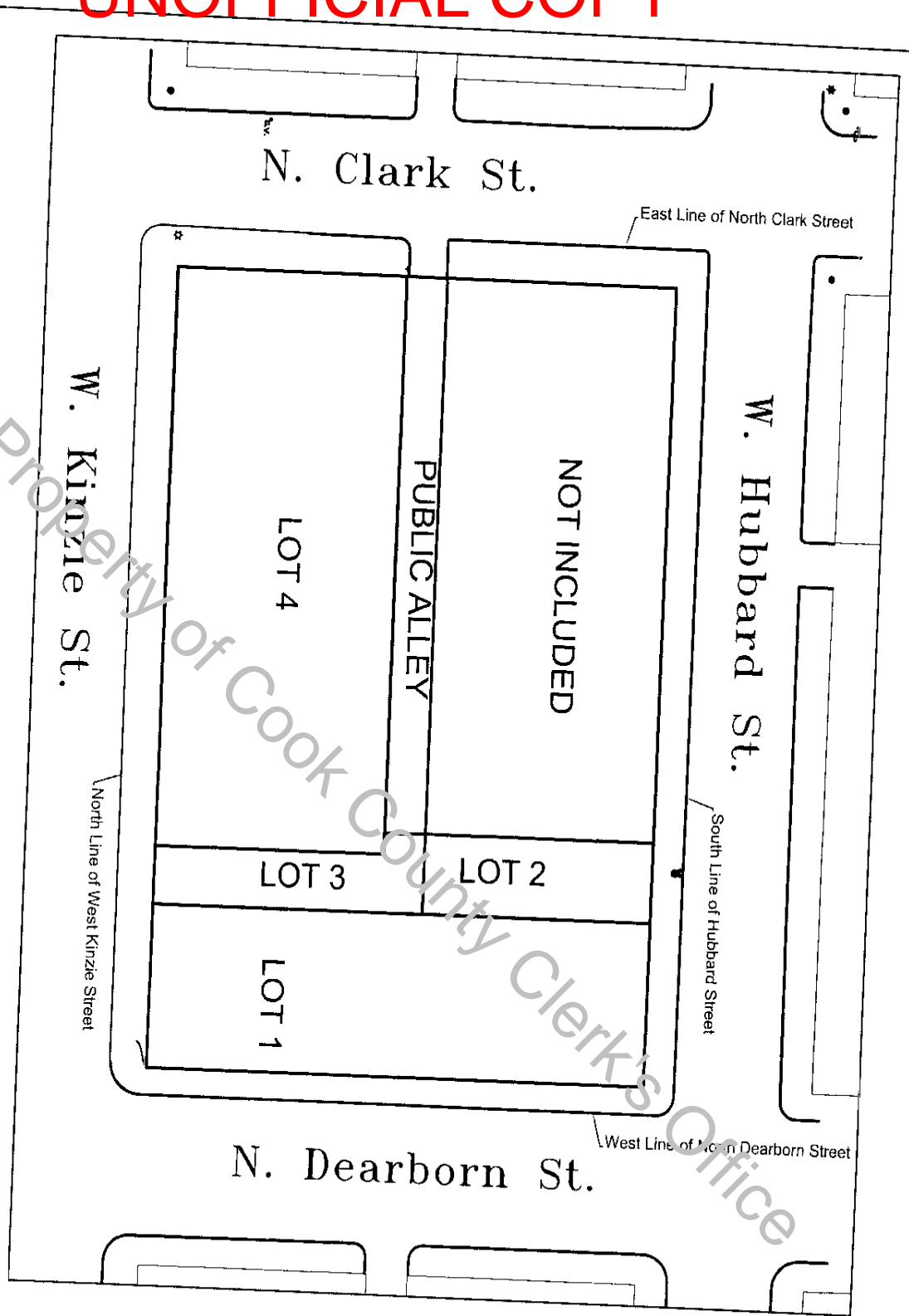
My Commission Expires: 9/27/07



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**FRIEDMAN
PROPERTIES**
325 N. LaSalle Street, Suite 600 Chicago, IL 60610
Phone: (312) 644-1100 Fax: (312) 644-2898
www.friedmanproperties.com

North Parcel
Chicago, IL
Siteplan



- LEGEND**
- LOT 1 - HOTEL PARCEL
 - LOT 2 - HUBBARD GROUND LEASE PARCEL
 - LOT 3 - EASEMENT PARCEL
 - LOT 4 - FUTURE DEVELOPMENT PARCEL



Prop. No: _____

Date: 04/05/06

Drawn By: NL

Checked By: _____

Approved By: _____

Scale: _____

A

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EXHIBIT B

HOTEL PARCEL

THE EAST 66.00 FEET OF THE FOLLOWING TRACT; LOTS 1 AND 2 IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998, LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF LOTS 13,14, 15 AND 16 IN BLOCK 2 AFORESAID, ALL IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 410 North Dearborn Street, Chicago, Illinois

PIN: 17-09-261-007; 17-09-261-008; 17-09-261-009; 17-09-261-016 (includes other properties)

Property of Cook County Clerk's Office

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EXHIBIT C

GROUND LEASE PARCEL

LOTS 1, 2, 3 AND 4, TAKEN AS A TRACT, EXCEPT THE EAST 66.00 FEET THEREOF, AND EXCLUDING ANY PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID TRACT, IN ASSESSOR'S DIVISION OF LOTS 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 51 West Hubbard Street, Chicago, Illinois

PIN: 17-09-261-007; 17-09-261-008; 17-09-261-009; 17-09-261-016 (includes other properties)

Property of Cook County Clerk's Office

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EXHIBIT D

FUTURE DEVELOPMENT PARCEL

Parcel 1

LOTS 1 THROUGH 8, INCLUSIVE, TAKEN AS A TRACT, EXCEPT THE EAST 89.58 FEET THEREOF, IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 60 West Kinzie Street, Chicago, Illinois

AND

Parcel 2

THE WEST 23.58 FEET OF THE EAST 89.58 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT, IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998 LYING NORTH OF AND ADJOINING SAID LOTS, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 52 West Kinzie Street, Chicago, IL

PIN: 17-09-261-007; 17-09-261-008; 17-09-261-009; 17-09-261-016 (includes other properties)

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EXHIBIT E

EASEMENT PARCEL

THE WEST 23.58 FEET OF THE EAST 89.58 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT, IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998 LYING NORTH OF AND ADJOINING SAID LOTS, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 52 West Kinzie Street, Chicago, IL

PIN: 17-09-261-007; 17-09-261-008; 17-09-261-009; 17-09-261-016 (includes other properties)

Property of Cook County Clerk's Office

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EXHIBIT F

INSURANCE REQUIREMENTS

Property insurance adequate in amount to cover damage to or 100% cost of replacement of, as necessary, the improvements on or about the Easement Parcel, including trade fixtures, furnishings, equipment, goods and inventory.

Property of Cook County Clerk's Office