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This instrument was prepared by
and after recording return to:
Michael F. Csar, Esq.
Drinker Biddle Gardner Carton
191 North Wacker Drive
Suite 3700
Chicago, Illinois 60606



Doc#: 0728433004 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/11/2007 07:45 AM Pg: 1 of 18

TENANCY IN COMMON AREEMENT

(The Above Space For Recorders' Use Only)

THIS TENANCY IN COMMON AGREEMENT (this "Agreement") is made and entered into as of the 1st day of October, 2007 by and between CDCT LAND COMPANY, L.L.C., an Illinois limited liability company ("Company"), and EAST WATER PLACE HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation ("Association").

RECITALS

A. Company is the previous owner of all of the land located in Chicago, Illinois and legally described in Exhibit A attached hereto and made a part hereof (the "Property") on which there are located fifty-six (56) townhomes of varying sizes (the "Townhomes"), each Townhome being located on a single lot (each, a "Lot"). Pursuant to a Declaration of Easements, Restrictions and Covenants for East Water Place dated October 28, 1996 and recorded November 13, 1996 in the office of the Recorder of Deeds of Cook County as Document No. 96865968, and amended by Amendment dated May 9, 1997 and recorded May 14, 1997 as Document No. 97341699 (the "Declaration"), Association was formed to operate and manage the Townhomes and common areas located on the Property, which common areas are comprised of internal private roadways, walkways, landscaped areas, and similar areas including the area referred to as the Ogden Slip Promenade, and are legally described in Exhibit B attached hereto (collectively, the "Common Areas"). Pursuant to that certain East Water Place Homeowners' Association Common Areas Lease dated September 3, 1997 and recorded September 4, 1997 with the Recorder of Deeds of Cook County as Document No. 97652879 (the "Common Areas Lease"), Company is leasing the Common Areas to Association; and pursuant to the Common Areas Lease and the Declaration, Association is managing the Common Areas.

B. Pursuant to a Real Estate Purchase and Sale Agreement dated as of May 1, 2007 and amended by First Amendment dated June 29, 2007 and Second Amendment dated July 18, 2007 (as so amended, the "Purchase and Sale Agreement") between Company, as seller, and East Water Place Land Company, L.L.C. ("EWPLC"), as purchaser, Company has sold to EWPLC (and, at the direction of EWPLC, has conveyed to individual owners of the respective Townhomes) a portion of the Property comprised of thirty-one (31) of the fifty-six (56) Lots, representing 56.6956% of the total aggregate value of such 56 Lots on which the Townhomes are

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located (determined in accordance with the schedule of values and percentage interests set forth in the Purchase and Sale Agreement and the schedule of "Applicable Lot Percentages" set forth in Exhibit C attached hereto).

C. Pursuant to the Purchase and Sale Agreement, Company has also conveyed to Association an undivided 56.6956% interest in the Common Areas, such that the Common Areas are now owned by Company and Association as tenants in common, with Company owning an undivided 43.3044% interest in the Common Areas and Association owning an undivided 56.6956% interest in the Common Areas. The respective percentage ownership interests of each of Company and Association in the Common Areas are sometimes hereinafter referred to as the "Percentage Interests."

D. Pursuant to the Purchase and Sale Agreement, Company further assigned to Association an undivided 56.6956% interest of the landlord's interest in the Common Areas Lease, such that the landlord's interest in the Common Areas Lease is now held by Company and Association as tenants in common, each as to its respective undivided Percentage Interest. It is the intent of Company and Association that the undivided interest of Association as landlord under the Common Areas Lease and the interest of Association as tenant under the Common Areas Lease shall not be merged.

E. Pursuant to the Purchase and Sale Agreement, Company and Association (individually, an "Owner" and together, the "Owners") are entering into this Agreement in order to memorialize their understandings with respect to the ownership, management, operation and disposition of the Common Areas.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, Company and Association agree as follows:

1. Percentage Interests. As of the date hereof, the Owners hold the respective Percentage Interests in the Common Areas set forth in the Recitals of this Agreement. Percentage Interests shall not be adjusted, transferred or otherwise conveyed by an Owner except in accordance with the terms and conditions of this Agreement.

2. Management. During the term of the Common Areas Lease (and provided that Association's right to possession as tenant thereunder has not been terminated due to a default by Association), Association in its capacity as tenant under the Common Areas Lease shall have management and control of the Common Areas in accordance with the terms of the Common Areas Lease. Upon termination of the Common Areas Lease for any reason (other than due to a default by Association thereunder), the Common Areas shall be managed by a management agent unaffiliated with either Owner and on such terms as may be jointly agreed by the Owners. If the Owners have not agreed as to the selection of such agent or the establishment of such terms by the date ninety (90) days prior to the expiration of the Common Areas Lease (and provided that Association's right to possession as tenant thereunder has not been terminated due to a default by Association), then at the request of either Owner the matter shall be promptly submitted to arbitration in accordance with the provisions of Section 6 hereof.

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3. Maintenance. During the term of the Common Areas Lease (and provided that Association's right to possession as tenant thereunder has not been terminated due to a default by Association), Association in its capacity as tenant under the Common Areas Lease shall have the right and obligation to maintain the Common Areas in accordance with the terms of the Common Areas Lease. Upon termination of the Common Areas Lease for any reason (other than due to a default by Association thereunder), the Owners shall keep and maintain the Common Areas in a good state of repair at their expense, shared in proportion to their Percentage Interests; and such mutual obligation to maintain the Common Areas shall include, without limitation, the obligation to restore and replace the Common Areas in the event of any damage or destruction of the Common Areas (whether caused by casualty or condemnation or otherwise) which in the judgment of an independent architect can reasonably be restored or replaced within one hundred eighty (180) days of the commencement of such work. In the event of any disagreement between the Owners as to the maintenance, repair, or restoration of the Common Areas required by the terms of this Section 3, or in the event of any disagreement between the Owners as to the proper action to take in the case of any substantial damage or destruction of the Common Areas which by the terms hereof the Owners have not expressly agreed to repair and restore, at the request of either Owner such matter shall be submitted to arbitration in accordance with the provisions of Section 6 hereof.

4. Insurance. During the term of the Common Areas Lease (and provided Association's right to possession as tenant thereunder has not been terminated due to a default by Association), Association in its capacity as tenant under the Common Areas Lease shall maintain insurance coverage with respect to the Common Areas in accordance with the terms of the Common Areas Lease. Upon termination of the Common Areas Lease for any reason (other than due to a default by Association thereunder), the Owners shall maintain (a) fire and "all risk" insurance insuring against loss or damage from such hazards as may be covered by a form of "all risk" insurance then in effect (including insurance against loss or damage by sprinkler leakage, water damage and collapse if the same shall be available) all in an amount not less than the then full replacement cost (without depreciation) of improvements included in the Common Areas, and (b) general liability insurance as either Owner may reasonably request. The cost of such insurance shall be borne by the Owners in proportion to their Percentage Interests. In the event of any disagreement between the Owners as to the proper insurance coverage for the Common Areas required by the terms of this Section 4, at the request of either Owner such matter shall be submitted to arbitration in accordance with the provisions of Section 6 hereof.

5. Reimbursement of Costs and Expenses. After termination of the Common Areas Lease for any reason (other than due to a default by Association thereunder), in the event either Owner determines with respect to any emergency or urgent situation that any action must be taken or that amounts must be expended by the Owners with respect to the operation, maintenance and repair, or insurance of the Common Areas in accordance with the terms hereof, then such Owner may, upon fifteen (15) days' written notice to the other Owner (or upon such shorter notice or without notice as may be appropriate in such emergency or urgent situation), take such action and advance such amounts as it considers appropriate notwithstanding the provisions hereof as to the arbitration of certain matters. Subject to the provisions of the following sentence, in any such case the Owner taking such action or advancing such sums shall be entitled to reimbursement on demand from the other Owner for such other Owner's proportionate share of any such amounts so advanced and the costs and expenses of any such

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action so taken, together with interest thereon from the date of demand (if not paid within fifteen (15) days after demand) at a floating rate equal to four percent (4%) per annum plus the prime rate (or corporate base rate) from time to time announced by JPMorgan Chase Bank. In the event of any disagreement between the Owners as to the appropriateness of any such action or advance of sums pursuant to this Section 5, at the request of either Owner such matter shall be submitted to arbitration in accordance with the provisions of Section 6 hereof.

6. Arbitration.

(a) All questions and disputes as to which this Agreement expressly provides for arbitration shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association, as the same may be modified by the statutes of the State of Illinois. Unless the Owners agree to one arbitrator selected by the American Arbitration Association, such arbitration shall be conducted by three arbitrators designated as follows: Each Owner shall designate in writing, within fifteen (15) days after the request for arbitration, the name of an arbitrator who is a member of the American Arbitration Association and knowledgeable in the subject area being arbitrated; and within twenty (20) days after said designations, the two arbitrators shall designate a third arbitrator. If the two arbitrators are unable to agree upon a third arbitrator, then such third arbitrator shall be designated by the American Arbitration Association. If one Owner designates an arbitrator within the fifteen (15) day period provided above but the other Owner fails to do so within said period, then the one designated arbitrator acting alone shall conduct the arbitration.

(b) Any award made by the arbitrators designated and acting under the terms hereof shall be binding upon the Owners and enforceable by any court of proper jurisdiction. The expense of arbitration proceedings conducted hereunder (other than the respective Owners' witness fees and attorneys' fees) shall be borne equally by the Owners. All arbitration proceedings hereunder shall be conducted in the City of Chicago.

(c) With respect to all questions and disputes as to which this Agreement does not expressly provide for arbitration, the parties shall have all rights and remedies available at law or in equity.

7. Defaults under Common Areas Lease; Rights and Remedies of Landlord.

(a) In the event the Common Areas Lease or the tenant's right to possession of the Common Areas under the Common Areas Lease shall have been terminated on account of any default by Association or any successor tenant under the Common Areas Lease, then notwithstanding anything to the contrary contained in this Agreement, (i) Company shall have the exclusive right to manage and control the Common Areas for the mutual benefit of the Owners at the expense of the Owners shared in proportion to their Percentage Interests, (ii) Company shall have the exclusive right in its discretion to appoint such management agent for the Common Areas on such terms as it shall determine in its reasonable judgment, and (iii) subject to the sharing of all expenses in accordance with Percentage Interests as described in clause (i) above, Company shall cause the Common Areas to be maintained and insured to substantially the same extent and in substantially the same manner as required to be done by Association in its capacity as tenant under the Common Areas Lease. The foregoing provisions

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of this Section 7 shall not in any way limit or impair the right of any "Leasehold Mortgagee" (as defined in the Common Areas Lease), and the provisions of this Section 7 shall be subject to the provisions of the Common Areas Lease prescribing the rights of any Leasehold Mortgagee.

(b) So long as Company owns any Percentage Interest in the Common Areas and an interest as landlord under the Common Areas Lease, Company shall have the exclusive right (on its own behalf and on behalf of Association in Association's capacity as co-owner and co-landlord) to exercise all rights and remedies of landlord under the Common Areas Lease, without further act or consent of Association; and Association may exercise its rights and remedies as tenant under the Common Areas Lease in such manner as Association determines in its discretion. Any disagreement between landlord and tenant under the Common Areas Lease shall be subject to the exercise of such rights and remedies as are available pursuant thereto.

8. Mortgage or Pledge of Interest. Either Owner may mortgage, pledge or otherwise grant a security interest in its interest in the Common Areas to any third party (the "secured party") subject to the terms of this Section 8; and any such mortgage or other security interest shall be subject and subordinate to this Agreement. Any such mortgage, pledge or security instrument given by an Owner shall provide that prior to commencing any foreclosure or similar action with respect to such Owner's interest, the secured party shall give thirty (30) days' written notice to the other Owner, and that such other Owner shall have the right to acquire, at any time within sixty (60) days after said notice, the interest of the secured party upon payment of all amounts due and owing to the secured party which are secured by the first Owner's interest in the Common Areas. No mortgage or pledge of, or other security interest in, either Owner's interest in the Common Areas shall be of any force or effect unless the secured party shall first have delivered to the other Owner written notice of said proposed mortgage, pledge or security interest, together with a copy of said instrument and an undertaking by the secured party to comply with the terms of this Section 8.

9. Adjustments to Percentage Interests. Pursuant to Section 20 of the Purchase and Sale Agreement, Company has granted EWPLC certain rights to purchase additional Lots, and has also granted to any third party who purchases a Townhome from a Townhome owner whose Lot, as of the date hereof, Company continues to own (a "Third Party Purchaser") a certain right to purchase the respective Lot on which such Townhome is located, in each case subject to the terms and conditions set forth said Section 20. In the event EWPLC or such a Third Party Purchaser shall acquire an additional Lot or Lots pursuant to said Section 20, Company shall thereupon convey to Association, without the payment of additional consideration, an additional undivided interest in the Common Areas to account for the sale of such Lot or Lots (corresponding to the Applicable Lot Percentage(s) of the Lot(s) sold), and Company and Association shall adjust their respective Percentage Interests set forth herein to reflect the proportionate change in ownership in the Common Areas, in any case such that the Percentage Interests reflect the aggregate Applicable Lot Percentages of the Lots owned by Company and of the Lots acquired by EWPLC from time to time. Company and Association shall promptly enter into an amendment to this Agreement to reflect any such adjustments to their respective Percentage Interests pursuant to this Section 9. In the event Townhome owners and EWPLC, collectively, shall at any time acquire all of the Lots such that the Association becomes the one hundred percent (100%) owner of the Common Areas, this Agreement shall be deemed terminated.

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10. Prohibition on Transfers; Sale of Undivided Interest to Unaffiliated Party.

(a) Prior to the expiration or sooner termination of the Common Areas Lease, and except as otherwise provided in Sections 8 and 9 hereof, neither Owner shall be permitted to sell or convey all or any portion of its undivided interest in the Common Areas without the consent of the other Owner, which consent may arbitrarily be withheld.

(b) Upon the expiration or sooner termination of the Common Areas Lease, either Owner may at any time, pursuant to the terms of this Section 10, sell its entire undivided interest, but not less than its entire undivided interest, in the Common Areas in a transaction providing for payment of the full purchase price in cash at closing. In the event either Owner (the "Offering Owner") shall receive from an unaffiliated third party a bona fide written offer acceptable to it for the purchase of the Offering Owner's entire interest in the Common Areas for a consideration payable at the closing entirely in cash, then the Offering Owner shall promptly deliver a copy of said offer to the other Owner (the "Offeree Owner") and such delivery shall constitute an irrevocable offer by the Offering Owner to sell its interest to the Offeree Owner on the terms described in the offer. The Offeree Owner shall have the right, by delivery of a written acceptance to the Offering Owner within sixty (60) days after receipt of said offer, to elect to purchase the Offering Owner's interest in the Common Areas at the price and upon the same terms and conditions contained in said offer; and if the Offeree Owner so elects to purchase, such election shall constitute a binding obligation of the Offeree Owner to complete the purchase in accordance with the offer (subject to the general conditions of subsections (d) and (e) below. The closing of the Offeree Owner's purchase of the Offering Owner's interest shall take place at the time provided in the offer.

(c) If the Offeree Owner does not elect to purchase the Offering Owner's interest within the prescribed sixty (60) day period, then the Offering Owner shall be free to complete the sale of its interest in the Common Areas to the third party that made such offer upon the terms and conditions contained in the offer and within the period for closing specified in the offer, but in no event later than one hundred eighty (180) days following the expiration of said sixty (60) day period. If the proposed sale by the Offering Owner is not completed within said time to said third party upon the terms and conditions contained in the offer, then the rights and obligations of the Owners under this Section 10 shall be reinstated as if such offer had never been made.

(d) In any transfer of one Owner's interest in the Common Areas to the other Owner pursuant to this Section 10, the transferring Owner shall convey its interest by recordable special warranty deed, subject to such exceptions to title as were existing upon the closing of the transactions contemplated by the Purchase and Sale Agreement and acts done or suffered by or judgments against the purchasing Owner or anyone claiming by, through or under the purchasing Owner. Where a date for closing is required to be within a certain period, if the parties do not agree upon the date for such closing, such closing shall occur on the last business day within such period. If the parties do not agree upon a place of closing, such closing shall be at a place in Chicago, Illinois designated by the transferring Owner at least ten (10) days prior to the closing in a notice to the other Owner. At the request of either Owner, the transfer shall take place through an escrow with the cost of such escrow being shared equally by the Owners, and if

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the Owners do not otherwise agree on an escrow agent, Chicago Title and Trust Company shall act as escrow agent.

(e) At the closing, the transferring Owner at its expense shall cause to be delivered an ALTA - Owner's Form B title insurance policy in the amount of the purchase price and effective as of the date of closing issued by Chicago Title Insurance Company, or such other title insurer satisfactory to the purchasing Owner, insuring the purchasing Owner as to fee simple title to the undivided interest in the Common Areas conveyed by the transferring Owner (or as to fee simple title to the entire Common Areas with an appropriate endorsement as to the insurance of title to the entire Common Areas in an amount less than the fair market value of the entire Common Areas) subject only to the general conditions and exceptions of such policy and the title matters referred to preceding paragraph (d).

(f) In the case of any ambiguity or inconsistency between the terms of this Section 10 and the terms of any third-party offer, as applicable to the transfer of one Owner's interest in the Common Areas to the other Owner, the terms of this Section 10 shall be controlling.

11. No Partnerships. Neither Owner's ownership of any undivided interest in the Common Areas, nor anything contained in this Agreement, shall create or be deemed to create any partnership or joint venture between such Owners, it being the intent of the Owners that they shall at all times be and hold title to the Common Areas as tenants-in-common.

12. No Right of Partition. Neither Owner shall at any time have the right to cause a partition of the Common Areas, and any such right afforded by law or equity is hereby waived by each Owner to the fullest extent permitted by law.

13. No Merger of Interests. It is expressly agreed that the interest of Association as to an undivided interest as landlord under the Common Areas Lease and the interest of Association as tenant under the Common Areas Lease shall not be merged but shall remain separate and distinct interests.

14. No Amendment or Termination of Common Areas Lease. The Common Areas Lease shall not be modified, amended or terminated (other than due to the default of tenant thereunder) except with the written consent of Company and Association, which consent shall be in the respective discretion of Company and Association to grant or withheld.

15. Indemnification. Each Owner hereby agrees to indemnify, defend and hold harmless the other Owner from and against any and all liens or claims of lien against the Common Areas or any Percentage Interest arising from the acts or omissions of the indemnifying Owner.

16. Notices. All notices, demands and other communications required hereunder shall be in writing and shall be deemed received (a) upon receipted delivery, if sent by personal messenger or courier, (b) one (1) business day after being deposited with a nationally recognized overnight courier service, (c) five (5) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, or (d) upon actual receipt, if transmitted in any

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other method, in any case with postage or delivery prepaid or billed to sender and addressed as follows:

If to Company: CDCT Land Company, L.L.C.
440 North McClurg Court, #817
Chicago, IL 60611
Attn: Charles R. Gardner

with a copy to: Drinker Biddle Gardner Carton
191 North Wacker Drive, Suite 3700
Chicago, IL 60606
Attn: Michael F. Csar

If to Association: East Water Place Homeowners Association
439 N. McClurg Court
Chicago, IL 60611
Attn: David McLauchlan, President

with a copy to: Wolin-Levin, Inc., Agent
East Water Place Homeowners Association
325 West Huron Street
Chicago, IL 60610

and with copy to: Penland & Hartwell, LLC
One North LaSalle Street
38th Floor
Chicago, IL 60602
Attention: Kathleen Penland

Any party may change its address for purposes of notice hereunder by delivering written notice thereof to the other parties in the manner set forth above.

17. Entire Agreement. This Agreement, together with all exhibits referenced herein, integrates and supersedes all other oral and written agreements and understandings of the parties and comprises the entire agreement among them with regard to the matters herein. This Agreement may not be changed except in writing, signed by both parties.

18. Non-Waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

19. Counterpart Signatures. This Agreement may be executed in any number of counterparts, which counterparts when considered together shall constitute a single, binding, valid and enforceable Agreement.

20. Time of the Essence. Time is of the essence with regard to the provisions of this Agreement.

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21. Gender and Headings. Words used herein in the singular shall include the plural and words in the masculine shall include words in the feminine or neuter gender where the text of this Agreement so requires. The descriptive paragraph headings are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

22. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without reference to conflict of laws principles).

23. Litigation/Venue. In the event there is any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection therewith including, but not limited to, reasonable attorneys' fees and all cost of appeal. The venue of any litigation arising out of this Agreement shall be in Cook County, Illinois.

24. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Successors and Assigns. Except as otherwise expressly provided herein, no Owner shall have the right to transfer or otherwise convey its Percentage Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

26. No Personal Liability. Neither Owner, nor any officer, director, shareholder, partner, member, trustee or employee of either Owner, shall have any personal liability for its obligations hereunder, all such personal liability being hereby expressly waived. Any recourse for breach of either Owner's obligation hereunder shall be satisfied solely out of such Owner's undivided ownership interest in the Common Areas.

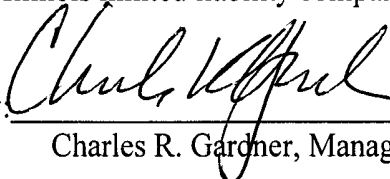
[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

COMPANY:

CDCT LAND COMPANY, L.L.C.,
an Illinois limited liability company

By: 
Charles R. Gardner, Manager

ASSOCIATION:

EAST WATER PLACE
HOMEOWNERS ASSOCIATION,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

COMPANY:

CDCT LAND COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Charles R. Gardner, Manager

ASSOCIATION:

EAST WATER PLACE
HOMEOWNERS ASSOCIATION,
an Illinois not-for-profit corporation

By: David C. McLaughlan
Name: DAVID C. MCLAUGHLAN
It: President

Property of Cook County Clerk's Office

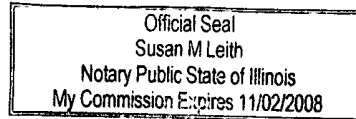
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan M. Leith, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles R. Gardner, personally known to me to be the Manager of CDCT Land Company, L.L.C., an Illinois limited liability 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 being first duly sworn by me acknowledged that as such Manager, he signed and delivered the instrument pursuant to authority given by said limited liability company as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 25th day of September, 2007.

Susan M Leith
NOTARY PUBLIC



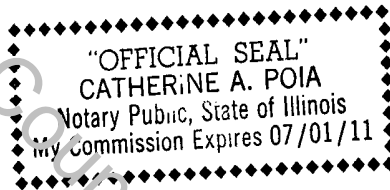
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that David C. McLaughlin, personally known to me to be the President of East Water Place Homeowners Association, an Illinois not-for-profit corporation, 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 being first duly sworn by me acknowledged that as such President, he signed and delivered the instrument pursuant to authority given by said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

GIVEN under my notarial seal this 26th day of September, 2007.

Catherine A. Poia
NOTARY PUBLIC



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Exhibit A

Legal Description of Property

Parcel 1

The West 563 feet of Block 6 (excepting the Southerly 6.50 feet thereof), in Cityfront Center, being a Resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded February 24, 1987 as Document 87106320, in Cook County, Illinois.

Parcel 2

All land adjacent to the northern boundary of the above described Parcel 1 (and bounded on the west by the western boundary of Parcel 1 extended northerly and bounded on the east by the eastern boundary of Parcel 1 extended northerly) and lying south of the south edge (as existing) of the body of water commonly known as Ogden Slip and south of the south edge of the concrete structure at the western end of Ogden Slip (and expressly excluding any portion of said concrete structure).

PINs: 17-10-221-015 through 17-10-221-070 (Lots) and 17-10-221-071 (Common Areas)

Common Address of Property: 433 through 447 North McClurg Court and 408-A through 456-H East North Water Street, Chicago, IL

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Exhibit B

Legal Description of Common Areas

PARCEL 1: THE WEST 563.00 FEET OF BLOCK 6 (EXCEPTING THE SOUTHERLY 6.50 FEET OF THE WEST 560.00 FEET THEREOF) IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL LAND ADJACENT TO THE NORTHERN BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 (AND BOUNDED ON THE WEST BY THE WESTERN BOUNDARY OF PARCEL 1 EXTENDED NORTHERLY AND BOUNDED ON THE EAST BY THE EASTERN BOUNDARY OF PARCEL 1 EXTENDED NORTHERLY) AND LYING SOUTH OF THE SOUTH EDGE (AS EXISTING) OF THE BODY OF WATER COMMONLY KNOWN AS OGDEN SLIP AND SOUTH OF THE SOUTH EDGE OF THE CONCRETE STRUCTURE AT THE WESTERN END OF OGDEN SLIP (AND EXPRESSLY EXCLUDING ANY PORTION OF SAID CONCRETE STRUCTURE).

(EXCEPT FROM SAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE SOUTH 156.53 FEET LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 505.03 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THAT PART OF THE WEST 23.65 FEET OF THE NORTH 60.97 FEET OF THE SOUTH 162.12 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 72.0 FEET OF THE WEST 95.65 FEET OF THE NORTH 75.30 FEET OF THE SOUTH 162.12 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 23.65 FEET OF THE WEST 119.30 FEET OF THE NORTH 60.97 FEET OF THE SOUTH 162.12 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE WEST 23.65 FEET OF THE SOUTH 56.97 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 72.0 FEET OF THE WEST 95.65 FEET OF THE SOUTH 70.57 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 23.65 FEET OF THE WEST 119.30 FEET OF THE SOUTH 56.97 FEET OF THAT PART LYING EAST OF A LINE DRAWN

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PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE SOUTH 156.55 FEET OF THE WEST 59.97 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 290.76 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THAT PART OF THE SOUTH 156.56 FEET OF THE WEST 60.25 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF, THROUGH A POINT THEREIN 212.05 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 23.66 FEET OF THE WEST 119.31 FEET OF THE SOUTH 56.95 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.47 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 72.0 FEET OF THE WEST 95.65 FEET OF THE SOUTH 70.45 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.47 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE WEST 23.65 FEET OF THE SOUTH 56.95 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.47 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 23.59 FEET OF THE WEST 119.32 FEET OF THE NORTH 61.0 FEET OF THE SOUTH 162.15 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.39 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND ALSO EXCEPT FROM SAID TRACT: THE EAST 72.0 FEET OF THE WEST 95.73 FEET OF THE NORTH 75.32 FEET OF THE SOUTH 162.15 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.39 FEET EAST OF THE SOUTHWEST CORNER THEREOF, ALSO EXCEPT FROM SAID TRACT: THAT PART OF THE WEST 23.73 FEET OF THE NORTH 61.0 FEET OF THE SOUTH 162.15 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 75.39 FEET EAST OF THE SOUTHWEST CORNER THEREOF THAT PART OF THE SOUTH 156.60 FEET LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 58.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 17-10-221-071

Common Address of Property: Northeast corner of McClurg Court and East North Water Street, south of Ogden Slip, Chicago, Illinois

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Exhibit C

Applicable Lot Percentages

<u>Townhome</u>	<u>Type</u>	<u>Percentage</u>
408 A	C	1.9715%
408-B	C	1.9715%
408-C	A	1.4518%
408-D	A	1.4518%
408-E	C	1.9715%
408-F	C	1.9715%
410	C	1.9715%
412	C	1.9715%
414	A	1.4518%
416	A	1.4518%
418	C	1.9715%
420	C	1.9715%
424-A	B	1.7105%
424-B	C	1.9715%
424-C	C	1.9715%
424-D	A	1.4518%
424-E	A	1.4518%
424-F	C	1.9715%
424-G	C	1.9715%
424-H	B	1.7105%
430-A	B	1.7105%
430-B	C	1.9715%
430-C	C	1.9715%
430-D	A	1.4518%
430-E	A	1.4518%
430-F	C	1.9715%
430-G	C	1.9715%
430-H	B	1.7105%
436-A	C	1.9715%
436-B	C	1.9715%
436-C	A	1.4518%
436-D	A	1.4518%
436-E	C	1.9715%
436-F	C	1.9715%
438	C	1.9715%
440	C	1.9715%

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442	A	1.4518%
444	A	1.4518%
446	C	1.9715%
448	C	1.9715%
456-A	B	1.7105%
456-B	C	1.9715%
456-C	C	1.9715%
456-D	A	1.4518%
456-E	A	1.4518%
456-F	C	1.9715%
456-G	C	1.9715%
456-H	B	1.7105%
433	B	1.7105%
435	C	1.9715%
437	C	1.9715%
439	A	1.4518%
441	A	1.4518%
443	C	1.9715%
445	C	1.9715%
447	B	<u>1.7105%</u>

100.0000%

Property of Cook County Clerk's Office