

# UNOFFICIAL COPY

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Tobin - DJ

This instrument prepared by and  
after recording mail to:

Herbert A. Kessel  
Beermann Swerdlove LLP  
161 North Clark Street, #2600  
Chicago, IL 60601  
312/621-9700



Doc#: 0810935335 Fee: \$80.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/18/2008 01:41 PM Pg: 1 of 23

**RECORDER'S STAMP**

Property of Cook County Clerk's Office

## ACCESS, PARKING, CONSTRUCTION AND OPERATING EASEMENT AGREEMENT

**Box 400-CTCC**

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This Access, Parking, Construction and Operating Easement Agreement (“Agreement”) is made and entered into as of the 13<sup>th</sup> day of November, 2007 (“Effective Date”) by and between The Buckingham, LLC, an Illinois limited liability company, (“Buckingham”) and Buckingham Wabash, LLC, an Illinois limited liability company, (“Buckingham Wabash”). Buckingham and Buckingham Wabash may be hereinafter referred to individually as “Owner” or collectively as “Owners”).

## RECITALS

WHEREAS, Buckingham is the owner of a certain parcel of real property, together with the improvements located thereon, which property is legally described on Exhibit A attached hereto (“Buckingham Property”); and

WHEREAS, Buckingham Wabash is the owner of certain unimproved real estate legally described on Exhibit B attached hereto (“Buckingham Wabash Property”); and

WHEREAS, the Buckingham Wabash Property lies directly west of and adjacent to the Buckingham Property; and

WHEREAS, there is currently located within the Buckingham Property a 27-story structure which has undergone extensive rehabilitation and is being and/or will be utilized for retail/residential uses (“Buckingham Building”); and

WHEREAS, Buckingham Wabash intends to develop and improve the Buckingham Wabash Property with a certain commercial/residential structure and related improvements, including, but not limited to, a structure which will connect to the Buckingham Building at certain floors; and

WHEREAS, Buckingham wishes to grant and Buckingham Wabash agrees to receive certain easements for ingress, egress, construction and other uses over, upon and across certain portions of the Buckingham Property, all as more fully set forth below; and

WHEREAS, Buckingham Wabash wishes to grant and Buckingham wishes to receive certain easements of ingress and egress over, upon and across certain portions of the Buckingham Wabash Property, all as more fully set forth below; and

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

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

1. Easements for ingress and egress.

(a) Buckingham hereby grants to Buckingham Wabash, its successors and assigns, as an easement appurtenant to the Buckingham Wabash Property, a non-exclusive, easement for ingress and egress over, upon and across that portion of the Buckingham Property which is

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identified on the survey attached hereto as Exhibit C and made a party hereof as, and is hereinafter referred to as the "Buckingham Wabash Easement Parcel", to provide access for motor vehicle and pedestrian traffic to and from Wabash Avenue and Van Buren Street, including the public alley east of the Buckingham Property and use of the gate located within the Buckingham Wabash Easement Parcel, as such Buckingham Wabash Easement Parcel may be limited or relocated from time to time. Any costs of relocation shall be at the expense of the party causing such relocation.

(b) Buckingham Wabash hereby grants to Buckingham, its successors and assigns, as an easement appurtenant to the Buckingham Property, a non-exclusive easement for ingress and egress over, upon and across that portion of the Buckingham Wabash Property which is identified on the attached hereto as Exhibit D and made a party hereof as, and is hereinafter referred to as the "Buckingham Easement Parcel", to provide access for motor vehicle and pedestrian traffic to and from Wabash Avenue and Van Buren Street. Buckingham Wabash reserves the right to relocate, suspend, limit or extinguish such easement on the Property in the event future construction plans necessitate such relocation, suspension, limitation or extinguishment as required. Any costs of relocation shall be at the expense of the party causing such relocation.

(c) Buckingham hereby grants to Buckingham Wabash, its successors and assigns, as an easement appurtenant to the Buckingham Wabash Property, a non-exclusive easement for ingress and egress for pedestrian traffic over, upon and across the Buckingham Property for the use of the elevators, public areas and for emergency access areas located within the Buckingham Building. Such easement shall not be effective until such time as the connection between the Buckingham Building and Buckingham Wabash Building is complete.

2. Easement for construction. Buckingham hereby grants to Buckingham Wabash a non-exclusive easement for ingress, egress and use for persons, materials and equipment in, over, upon and through the Buckingham Property reasonably necessary to engage in construction activities to allow Buckingham Wabash to construct the improvements ("Buckingham Wabash Building") to be located upon the Buckingham Wabash Property as reflected on the plans attached as Exhibit E attached hereto, which plans are preliminary in nature ("Buckingham Wabash Plans"), including, but not limited to, the right to connect to the existing Buckingham Building between the basement and floor 27.

3. Easement for structural support. Buckingham hereby grants to Buckingham Wabash a non-exclusive easement for all Structural Supports located in or constituting a part of the Buckingham Building for the support of the Buckingham Wabash Building.

4. Easement for facilities. Except as otherwise provided in Section 4 and 12 (m), Buckingham hereby grants to Buckingham Wabash a non-exclusive easement for the use for their intended purpose of all Facilities which are located in the Buckingham Building and connected or to be connected to Facilities in the Buckingham Wabash Building which provide or are necessary to provide the Buckingham Wabash Building with availability or other services necessary to the operation of the Buckingham Wabash Building for the purpose of their intended use, upon connection to the Buckingham Building. Any such easement for specific Facilities within the Buckingham Building shall be subject to the prior written approval of the Buckingham, which approval shall not be unreasonably withheld.

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## 5. Easement for Use and Operation.

(a) Buckingham hereby grants to Buckingham Wabash a non-exclusive easement for ingress and egress for persons, material and equipment in, over, on, across and through the Buckingham Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Agreement) of (A) the Buckingham Wabash Building (B) any Facilities located in the Buckingham Property which provide or are necessary to provide the Buckingham Wabash Building with any utilities or other services necessary to the operation of the Buckingham Wabash Building; and (C) any other areas in the Buckingham Property as to which an easement for use or Maintenance has been granted to Buckingham Wabash.

(b) Buckingham Wabash hereby grants to Buckingham a non-exclusive easement for ingress and egress for persons, material and equipment in, over, on, across and through the Buckingham Wabash Property, but only to the extent reasonably necessary for the use, operation and Maintenance (but only if and when such Maintenance is required or permitted under this Agreement) of (A) the Buckingham Building (B) any Facilities located in the Buckingham Wabash Property which provide or are necessary to provide the Buckingham Building with any utilities or other services necessary to the operation of the Buckingham Building; and (C) any other areas in the Buckingham Wabash Property as to which an easement for use or Maintenance has been granted to Buckingham.

## 6. Construction Activities.

(a) Prior to commencement of any construction by Buckingham Wabash, Buckingham Wabash shall (aa) give not less than five (5) days prior written notice of such planned work, (bb) be responsible for obtaining all permits and approvals from applicable federal, state and local authorities for such construction, (cc) diligently perform such construction in such manner as to reasonably minimize interference with the use and enjoyment of the Buckingham Building, and (dd) provide evidence of the insurance required under Section 8 hereof. In no event shall Buckingham Wabash do or permit any act which would adversely affect the structural safety or integrity of the Buckingham Building. Plans detailing and describing the connection of the Buckingham Wabash Building to the Buckingham Building shall be subject to the prior written approval of Buckingham, which approval shall not be unreasonably withheld.

(b) The parties agree that if as a result of the construction of the Buckingham Wabash Building any mechanics' lien or other statutory lien shall be filed against all or any part of the Buckingham Property, or any licenses or easements granted herein against the Buckingham Building which are benefiting by reason of work, labor, services or materials supplied in connection with any construction by Buckingham Wabash, Buckingham Wabash shall cause to be paid and discharged, or cause to be bonded over, the lien of record before the first to occur of (i) thirty (30) days after the filing thereof, (ii) ten (10) days after notice of commencement of foreclosure proceedings of such lien, (iii) the time set forth in any mortgage applicable to such portion of a parcel on which the lien has been filed or (iv) immediately upon the demand of Buckingham if Buckingham is then engaged in bona fide discussions for the sale, assignment or financing of its interest in any part of its property. Nothing contained herein shall restrict the right of Buckingham Wabash to contest the validity, amount or applicability of any such lien by and in accordance with

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all applicable laws and any mortgage encumbering such owner's interest in the property with diligence and in good faith; provided, however, that the owner causing such work to be performed which gave rise to the lien shall cause the lien(s) to be bonded off pending resolution of the dispute which resulted in the lien. Buckingham Wabash shall obtain interim lien waivers from its contractor and subcontractors during the course of any work performed or materials supplied, for or at the direction of such owner and shall obtain final lien waivers from the contractor and all subcontractors upon completion of the work or delivery of such materials.

(c) Construction Contracts. Buckingham Wabash shall use reasonable efforts to include in any construction contract for any construction performed pursuant to this Agreement a provision pursuant to which the contractor: agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act set forth in 770 ILCS 60/0.01 et seq. shall only be enforceable against the Buckingham Wabash Property.

(e) Restoration Obligations. Upon the completion of any construction within the Buckingham Building, Buckingham Wabash shall restore any damage or modification to such Buckingham Building caused by such construction in such a manner as to restore such Buckingham Building to substantially the same or better condition which existed immediately prior to the commencement of such construction. To the extent that the Buckingham Wabash fails to restore the Buckingham Building as required herein to a condition as good as its previous condition, the Buckingham may assess the actual costs incurred by Buckingham to effect such restoration against the Buckingham Wabash Property.

7. Building Permits. Applications for building permits to make shall be filed and processed by Buckingham Wabash without the joinder of Buckingham in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the other Owner. Buckingham Wabash shall send copies of any building permits to Buckingham at such other Owner's request. If joinder by the other Owner not making application is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided, however, Buckingham Wabash shall indemnify and hold harmless Buckingham from and against any and all loss, liability, claims, judgments, costs and expenses (including reasonable attorney's fees, including appeals of any judgment or order) arising out of the other Owner's execution of the application, permit or other instrument. If Buckingham fails to execute said application or instruments when required hereunder to do so, and there is no dispute between the Owner concerning the affected construction Buckingham Wabash is hereby irrevocably appointed attorney-in-fact of Buckingham (such power of attorney being coupled with an interest and hence, irrevocable) to execute said application or instruments on behalf of such other Owner.

8. Insurance. During any period of construction or renovation the Owner performing such construction or renovation carry "all risk" builder's risk insurance (including loss of income and "soft costs") for not less than the completed value of the work then being performed by such Owner. Such insurance shall include coverage for items stored off-site and items in transit or an amount sufficient to cover fully any loss. Loss of rental income or use and "soft costs" occurring during the period covered by builder's risk insurance shall be insured in such amounts as may be carried by prudent owners of similar buildings in the City of Chicago.

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9. Termination. The grantee of any easements granted herein may terminate such easement by recording a release thereof with the Office of the Recorder of Deeds of Cook County, Illinois.

10. Indemnity by Buckingham Wabash. Buckingham Wabash (hereinafter in this Section 9, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buckingham (hereinafter in this Section 9, collectively, the "Indemnitee"): (A) from and against any and all claims, actions or proceedings, losses, liabilities, damages, judgments, costs and expenses (herein, a "Claim") against Indemnitee, and by or on behalf of any person other than the Indemnitee: (i) arising from the Indemnifying Owner's negligent use or possession of the Buckingham Property or (ii) arising out of the Indemnifying Owner's grossly negligent use, exercise or enjoyment of an easement or facility; and (B) from and against all costs, reasonable attorneys' fees (including appeals of any judgment or order), expenses and liabilities incurred with respect to any Claim arising therefrom. In case any action or proceeding is brought against any Indemnitee by reason of any such Claim, the Indemnifying Owner, upon notice from any such Indemnitee, covenants to resist or defend such Claim with attorneys reasonably satisfactory to such Indemnitee. Any counsel for the insurance company providing insurance against such Claim shall be presumed reasonably satisfactory to each such Indemnitee.

11. Notice to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice" or "Notice") that an Owner is required, permitted or desires to give or make or communicate to the other Owners shall be in writing and shall be given or made to the address set forth below or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices shall be given by registered or certified United States mail, return receipt requested, by recognized overnight delivery service or by facsimile and shall be deemed given two (2) Business Days after deposit with the United States mail, one (1) day after deposit with such overnight delivery service or on the date of delivery as confirmed by electronic answer back if sent by facsimile, as applicable.

If to The Buckingham, LLC  
c/o Gerry V. Curciarello and  
L & H Real Estate Group  
10 South Riverside Plaza, Suite 1830  
Chicago, IL 60606

David Dewey  
Buckingham Wabash, LLC  
10 S. Riverside Plaza, Suite 1830  
Chicago, IL 60606

With a copy to:

Beermann Swerdlove LLP  
161 North Clark Street, Suite 2600  
Chicago, IL 60601  
Attn: Herbert A. Kessel  
Facsimile – 312-621-0909

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If to Buckingham Wabash, LLC  
 c/o Gerry V. Curciarello and  
 L & H Real Estate Group  
 10 South Riverside Plaza, Suite 1830  
 Chicago, IL 60606

David Dewey  
 Buckingham Wabash, LLC  
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With a copy to:

Beermann Swerdlove LLP  
 161 North Clark Street, Suite 2600  
 Chicago, IL 60601  
 Attn: Herbert A. Kessel  
 Facsimile – 312-621-0909

12 (a) Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

(b) Headings. The headings of Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

(c) Amendments to Agreement. Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by the owner of the Buckingham Property and the owner of the Buckingham Wabash Property. Any amendment to or termination of this Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois.

(d) Perpetuities and Other Invalidity. The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which term shall be perpetual to coincide with the perpetual Easements provided for under this Agreement (or if the law (including any rule against perpetuities or other statutory or common law rule) prescribes a shorter period, then upon expiration of such period). If the law prescribes such shorter period, then upon expiration of such shorter period, said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years, subject to amendment or termination as set forth in Section 12(c).

(e) Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an Easement, unless the Owner benefited by such Easement states in writing its intention to abandon the Easement, provided the consent of the holders of any first mortgage on the subject parcels shall also be required with respect to any such abandonment.

(f) Applicable Laws. The parties hereto acknowledge that this Agreement and all other instruments in connection herewith have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in

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all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described herein.

(g) No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any Laws or otherwise.

(h) Incorporation. Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

(i) Definitions.

(aa) "Maintenance" shall mean the operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation, restoration, reconstruction and replacement when necessary or desirable of all or any portion of the Buckingham Wabash Building or the Buckingham Building, the Facilities, or other equipment and includes the right of access to and the right to remove from the Buckingham Building or the Buckingham Wabash Building portions of such Facilities or other equipment for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Agreement. Appropriate provision for notice and cost of Maintenance shall be borne by the party performing such Maintenance.

(bb) "Facilities" shall mean any facilities, fixtures, machinery and equipment, including without limitation, annunciators, antennae, boilers, boxes, brackets, cabinets, cables, chillers, closets (for facilities and risers) coils, computers, conduits, controls, control centers, condensers, cooling towers, couplers, devices, ducts, equipment (including, without limitation, heating, ventilating, air conditioning and plumbing equipment), fans, fire pumps, fixtures, generators (including, without limitation, emergency generator(s)), hangers, heat traces, indicators, junctions, lines, light fixtures, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, sprinklers, starters, steam heating systems (including steam and condensate supply and return risers) switches, sprinkler systems, switchboards, sewer and grease basin, systems, tanks, telecommunication equipment, transformers, vacuum pipe valves, wiring and the like used in providing services from time to time in any part of the Buckingham Building or Buckingham Wabash Building, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, electric elevator, exhaust, fire pumps, heating, lightning protection, natural gas, plumbing, radio, recording, sanitary, security, sensing, telephone, cable television, internet service, microwave signals, satellite transmissions, television, transportation, ventilation and water service, and any replacements of or additions to any of the items described in this paragraph.

(cc) "Structural Supports" shall mean all construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for the structural integrity and physical structural connection of any portion the Buckingham Wabash Building or Buckingham Building.

(j) Future Amendments. It is the intention of the Owners that this Agreement is preliminary in nature and that upon the completion of the plans and specifications for the Buckingham Wabash Building, the Owners agree that an amendment to this Agreement shall be



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prepared and placed of record to establish the interrelationship, to the extent necessary, of the structures regarding utilities, repair, cost-sharing, additional easements and other areas of concern.

(k) Lighting. There is located upon the exterior west wall of the Buckingham Building certain floodlights which provide security and protection for the Buckingham Property and the Buckingham Wabash Property. Buckingham Wabash shall be obligated to Maintain such lighting until such time as the Buckingham Wabash Building is constructed. The Owners shall enter into an agreement regarding the cost of providing such electricity and operating the parking lot booth.

(l) West Wall Maintenance. In the event maintenance of the west wall of the Buckingham Building is continuous and prolonged in excess of a period of thirty (30) days which adversely impacts the revenue of Buckingham/Wabash Property as a parking lot, then appropriate and reasonable reimbursement shall be made to Buckingham/Wabash for lost parking revenue.

(m) Easements Limitation. Blanket easements hereby granted for the benefit of the Buckingham Wabash Property shall not be applicable to any public areas or Facilities located upon the Buckingham Property which are dedicated exclusively to any tenants under existing leases within the Buckingham Building. Such easements shall be further limited by any rights currently granted to tenants under the existing leases within the Buckingham Building.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed and recorded the day and year first above written.

[No further text on this page, signature page follows]

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THE BUCKINGHAM, LLC,  
an Illinois limited liability company

By: VAN BUREN/WABASH, LLC, an Illinois  
limited liability company,  
its Manager

By: BROWNSTONE/VAN BUREN, LLC, an  
Illinois limited liability company,  
its Manager

By: *David S. Dewey*  
Name: David S. Dewey  
Title: Manager

BUCKINGHAM WABASH, LLC,  
an Illinois limited liability company

By: VAN BUREN/WABASH, LLC,  
an Illinois limited liability company,  
its Manager

By: BROWNSTONE/VAN BUREN, LLC,  
an Illinois limited liability company,  
its Manager

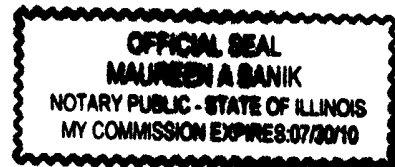
By: *David S. Dewey*  
Name: David S. Dewey  
Title: Manager

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 David Dewey, as Manager of Brownstone Van Buren, an Illinois limited liability company, Manager of Van Buren/Wabash, LLC, an Illinois limited liability company, as Manager of The Buckingham, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Company and as his free and voluntary act, for the uses and purposes therein set forth.

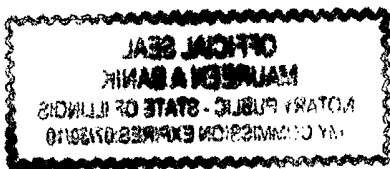
GIVEN under my hand and seal, this 13<sup>th</sup> day of Nov., 2007.

*Maureen A. Sanik*  
Notary Public



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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, do hereby certify that David Dewey, as Manager of Brownstone Van Buren, an Illinois limited liability company, Manager of Van Buren/Wabash, LLC, an Illinois limited liability company, as Manager of Buckingham Wabash, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of said Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24<sup>th</sup> day of Nov., 2007.

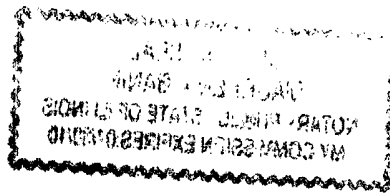


*Maureen A. Banik*

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## EXHIBIT A

### BUCKINGHAM WABASH PROPERTY

LOTS 1 AND 2, THAT PART OF LOTS 3, 8 AND 9, AND THAT PART OF A STRIP OF LAND LYING NORTH OF LOT 8 AND SOUTH OF LOTS 1, 2, AND 3, AFORESAID, IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 9 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 9, SAID POINT BEING ALSO IN THE SOUTH LINE OF EAST VAN BUREN STREET; THENCE EAST ALONG SAID SOUTH LINE OF EAST VAN BUREN STREET, A DISTANCE OF 79.77 FEET, TO A POINT IN A LINE 0.70 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID PARALLEL LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 140.93 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTH 6.8 FEET OF SAID LOT 9; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 6.8 FEET OF LOT 9; A DISTANCE OF 79.77 FEET, TO A POINT ON THE EAST LINE OF SOUTH WABASH AVENUE; THENCE NORTH ALONG SAID EAST LINE OF WABASH AVENUE, A DISTANCE OF 140.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: Parcel west of and adjacent to 59 East Van Buren Street.  
Chicago, Illinois 60605

PIN: 17-15-109-017

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## EXHIBIT B

### BUCKINGHAM PROPERTY

**LOTS 4, 5, 6 AND 7, THAT PART OF LOTS 3, 8 AND 9, AND THAT PART OF A STRIP OF LAND LYING NORTH OF LOT 8 AND SOUTH OF LOTS 3, 4, 5, 6, AND 7, AFORESAID, IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 9 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7 IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 9, SAID POINT BEING ALSO IN THE SOUTH LINE OF EAST VAN BUREN STREET;**

**THENCE WEST ALONG SAID SOUTH LINE OF EAST VAN BUREN STREET, A DISTANCE OF 92.27 FEET, TO A POINT IN A LINE 0.70 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5, AND 8 IN BLOCK 9;**

**THENCE SOUTH ALONG SAID PARALLEL LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 140.93 FEET, TO A POINT IN THE SOUTH LINE OF THE NORTH 6.8 FEET OF SAID LOT 9;**

**THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 6.8 FEET OF LOT 9, A DISTANCE OF 92.28 FEET, TO A POINT IN THE WEST LINE OF AN 18-FOOT WIDE ALLEY EAST OF SOUTH WABASH AVENUE;**

**THENCE NORTH ALONG SAID WEST LINE OF AN 18-FOOT WIDE ALLEY EAST OF SOUTH WABASH AVENUE, A DISTANCE OF 140.87 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.**

Common Address: 59 East Van Buren Street  
Chicago, Illinois 60605

PIN: 17-15-109-016







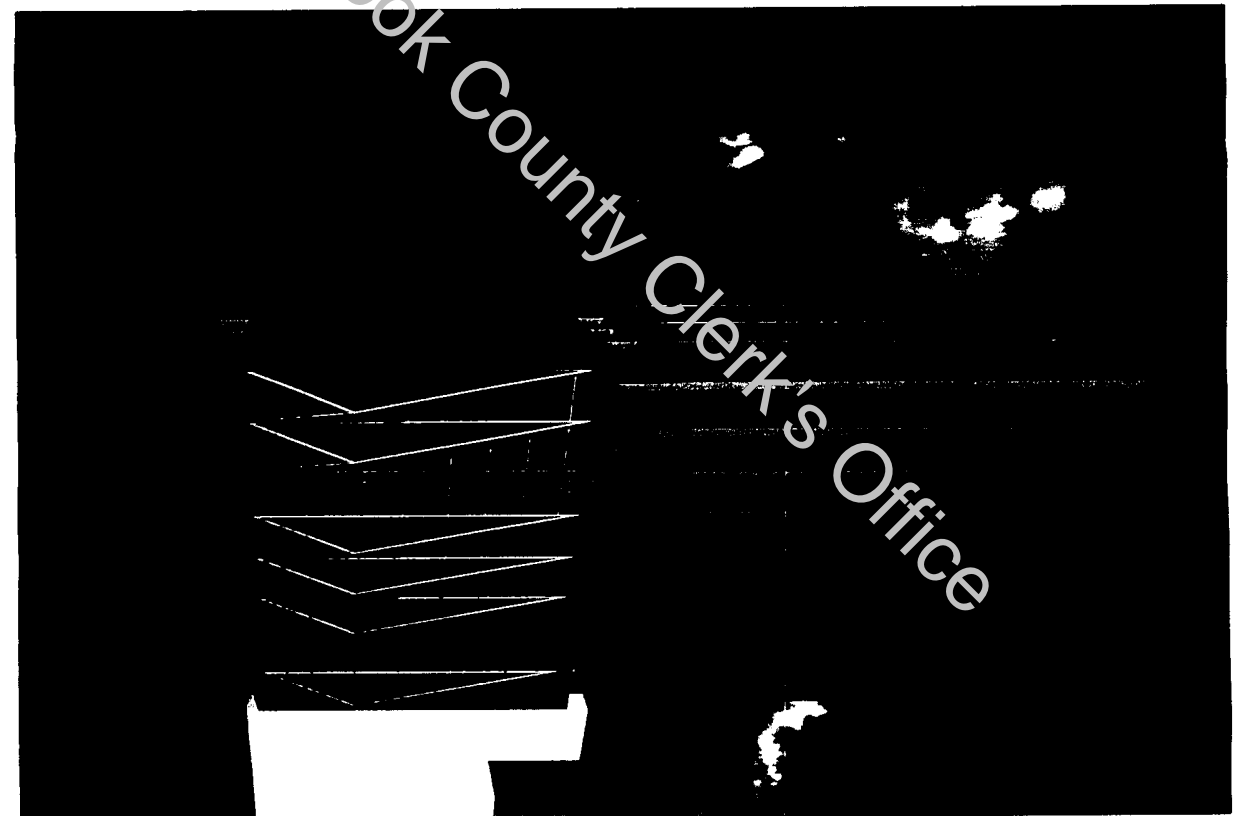
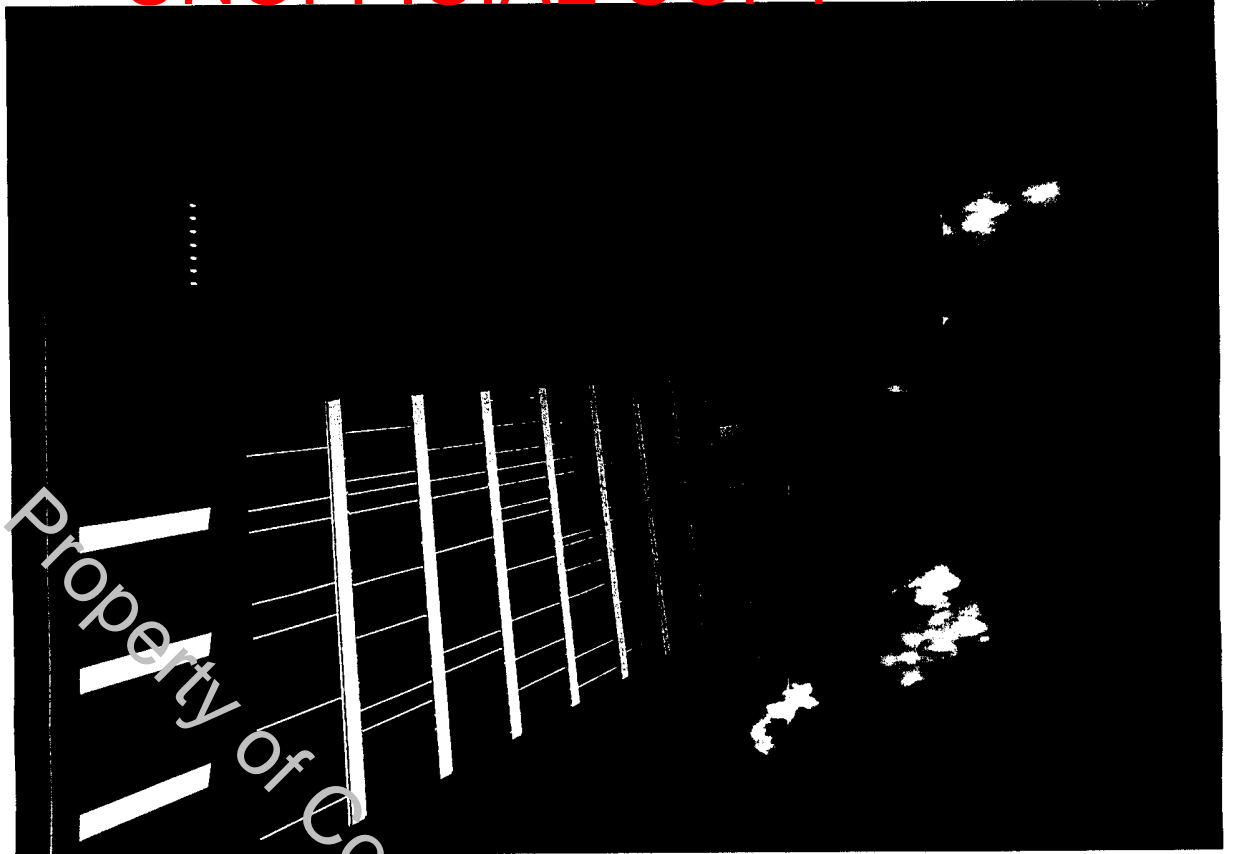
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EXHIBIT E  
BUCKINGHAM WABASH PLANS

The attached rendering and building plans are preliminary in nature and are not intended to be the final rendering and plans for the building to be constructed.

Property of Cook County Clerk's Office

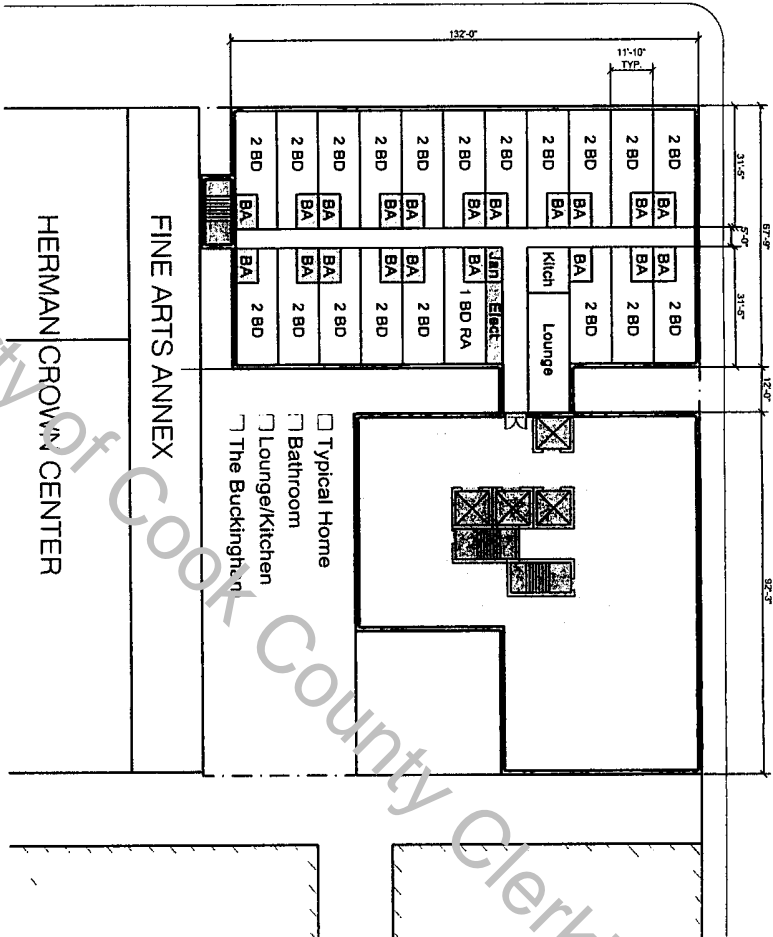
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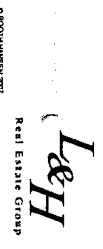
S. WABASH AVE.

E. VAN BUREN ST.

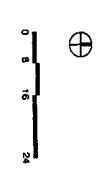


- Typical Home
- Bathroom
- Lounge/Kitchen
- The Buckingham

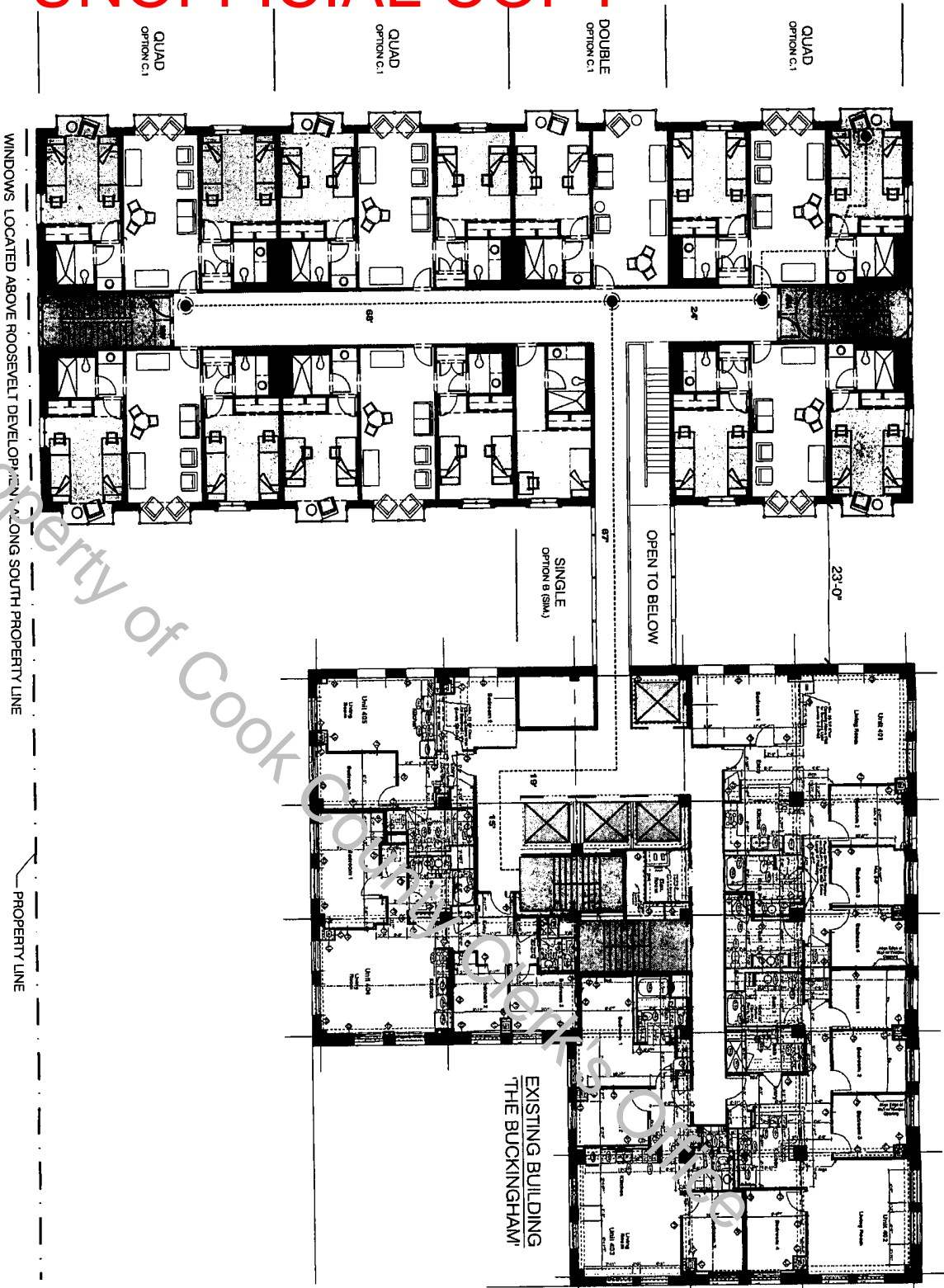
Property of Cook County Clerk's Office



TYPICAL FLOOR PLAN  
**RESIDENTIAL FLOOR PLAN - OPTION A**  
 THE BUCKINGHAM - 59 EAST VAN BUREN PHASE II  
 L&H REAL ESTATE GROUP



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**L&H** THE BUCKINGHAM PHASE II  
LAND SURVEYORS APRIL, 2008

**OPTION C.1 (APARTMENT) - TYPICAL UPPER FLOOR PLAN**

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## CONSENT OF MORTGAGEE

PNC Bank, NA, holder of a Mortgage on the property legally described on Exhibit B attached hereto, hereby consents to the execution and recording of the within Access, Parking, Construction and Operating Easement Agreement and agrees that said Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, PNC Bank, NA has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf; all done at Chicago Office on this 30<sup>th</sup> day of NOVEMBER, 2007.

PNC Bank, N.A.  
By: Dennis Owen Gallager  
Its: SVP

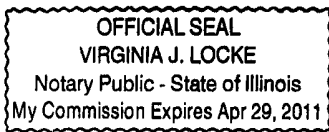
STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

SS.

I, Virginia J. Locke, a Notary Public in and for County and State aforesaid, do hereby certify that DENNIS OWEN GALLAGER, as SVP of PNC Bank, NA personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, the uses and purposes therein set forth

Given under my hand and Notarial Seal this 30<sup>th</sup> day of November, 2007.

Virginia J. Locke  
Notary Public



# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

Northside Community Bank, holder of a Mortgage on the property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within Access, Parking, Construction and Operating Easement Agreement and agrees that said Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, Northside Community Bank has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf; all done at 127 on this 14 day of November, 2007.

Northside Community Bank

By: [Signature]

By: Vice President  
Its: [Signature]

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

SS.

I, Belinda M Baier, a Notary Public in and for County and State aforesaid, do hereby certify that William L Kivitt, as Vice President of Northside Community Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such William L Kivitt appeared before me this day in person and acknowledged that William L Kivitt signed and delivered the said instrument as William L Kivitt own free and voluntary act, and as the free and voluntary act of said Bank, the uses and purposes therein set forth

Given under my hand and Notarial Seal this 14<sup>th</sup> day of November, 2007.

[Signature]  
Notary Public

