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Doc#: 0830518059 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/31/2008 01:06 PM Pg: 1 of 14

AMENDED AND RESTATED DECLARATION OF DRIVEWAY EASEMENTS
(SoNo)

THIS AMENDED AND RESTATED DECLARATION OF DRIVEWAY EASEMENTS (this "**Declaration**") is made as of the 30th day of October, 2008, by FURNITURE L.L.C., an Illinois limited liability company ("**Declarant**"), hereby amending and restating in its entirety and superseding that certain Declaration of Driveway Easements dated September 26, 2006 and recorded in the Office of the Recorder of Deeds of Cook County on October 4, 2006 as Document Number 0627742156 ("**Original Declaration**") as follows.

WITNESSETH:

WHEREAS, Declarant is the record title owner of the currently unimproved real estate located in the City of Chicago, County of Cook, State of Illinois, and legally described in **Exhibit A** attached hereto and by this reference incorporated herein ("**Land**"), consisting of two (2) parcels of land as so identified on said **Exhibit A** as the "**West Parcel**" and the "**East Parcel**" (each, a "**Parcel**" and collectively, the "**Parcels**") and as depicted on **Exhibit B** attached hereto and by this reference incorporated herein; and

WHEREAS, the Declarant is currently developing a condominium project on the West Parcel (the "**West Parcel Project**"), and may in the future develop a project on the East Parcel (the "**East Parcel Project**");

WHEREAS, the West Parcel Project and the East Parcel Project (collectively, the "**Projects**") will share an entrance driveway being constructed on the Land as depicted on said **Exhibit B** on the portion of the Land legally described on **Exhibit B-1** attached hereto and by this reference incorporated herein (the "**Entrance Driveway Easement Parcel**");

WHEREAS, in the event the East Parcel Project is developed, access will be required over a portion of the West Parcel as depicted on said **Exhibit B** and as legally described on **Exhibit B-2**

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attached hereto and by this reference incorporated herein (the "**Rear Driveway Access Easement Parcel**"; collectively with the Entrance Driveway Easement Parcel, the "**Easement Parcels**"); and

WHEREAS, Declarant desires to reserve the Easements hereinafter described on the Easement Parcels for the benefit of the owners of the Parcels ("**Owner**" or "**Owners**," as applicable), as hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Declarant declares as follows:

1. **Recitals**. The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. **Easements**.

(a) Declarant hereby declares the following perpetual non-exclusive easements (hereinafter referred to as sometimes individually as an "**Easement**" and sometimes collectively as the "**Easements**"):

(i) an Easement (hereinafter referred to as the "**West Entrance Driveway Easement**") appurtenant to the West Parcel, over, under, upon and through the portion of the Entrance Driveway Easement Parcel located on the East Parcel, for (A) driveway ingress and egress to and from the West Parcel from and to Blackhawk Street and North Fremont Street and the improvements to be located on the West Parcel, including without limitation pedestrian and vehicular use, and for the installation, construction, maintenance, repair, or replacement of underground public or private utility lines, structures, and equipment (including, without limitation, telephone, electric gas, cable television, sanitary sewer, and water lines, structures, and equipment) serving, or to serve, the West Parcel to and from such streets, and (B) temporary construction easements to construct the improvements to be located on the West Parcel as part of the West Parcel Project constructed on the West Parcel. The West Entrance Driveway Easement is intended to benefit the Owner or Owners from time to time of the West Parcel, or portions thereof, as well as the occupants, licensees, invitees and other parties lawfully using or occupying the West Parcel.

(ii) Easements appurtenant to the East Parcel, over, under, upon and through the Rear Driveway Access Easement Parcel located on the West Parcel (the "**Rear Driveway Access Easement**") and the portion of the Entrance Driveway Easement Parcel located on the West Parcel (the "**East Entrance Driveway Easement**"), for (A) driveway ingress and egress to and from the East Parcel from and to Blackhawk Street and North Dayton Street and the improvements to be located on the East Parcel, including without limitation pedestrian and vehicular use, and for the installation, construction, maintenance, repair, or replacement of underground public or private utility lines, structures, and equipment (including, without limitation, telephone, electric gas, cable television, sanitary sewer, and water lines, structures, and equipment) serving, or to serve, the East Parcel to and from such streets, and (B) temporary construction easements to construct the improvements to be located on the

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East Parcel as part of the East Parcel Project, if any, to be constructed on the East Parcel. The Rear Driveway Access Easement and the East Entrance Driveway Easement are intended to benefit the Owner or Owners from time to time of the East Parcel, or portions thereof, as well as the occupants, licensees, invitees and other parties lawfully using or occupying the East Parcel.

(b) No Owner of any portion of a Parcel shall obstruct, diminish or repair an Easement Parcel in any way (nor permit or allow any lessee, occupant or any person or entity under the control of any owner to do so) so as to interfere with such Easement Parcel's intended use as an unobstructed means of ingress and egress and the other purposes set forth herein.

3. Maintenance. The maintenance, repair and replacement of the Easement Parcels shall be performed by the Owner or Owners from time to time of the West Parcel, and its successors and assigns; provided, however, that notwithstanding the foregoing, at such time as the development of the East Parcel is substantially completed and the East Parcel is occupied and used, the Owner or Owners from time to time of the East Parcel, and its successors and assigns, shall reimburse the Owner or Owners of the West Parcel for fifty percent (50%) of all such costs within ten (10) days after receipt of statements with supporting documentation showing the amounts expended or to be expended in connection with the foregoing.

4. Default.

(a) In the event that any Owner obligated hereunder (the "**Obligated Owner**") fails to undertake and perform punctually and properly any of its duties or obligations set forth herein, then the other Owner or Owners (collectively, the "**Other Owner**") shall give the Obligated Owner written notice of such failure and shall give the Obligated Owner ten (10) business days after such notice to commence and to perform properly such duty or obligation. If the Obligated Owner fails to so commence, undertake and perform properly such duty or obligation within such ten (10) business day period and thereafter continue to perform such duty with reasonable diligence, then the Other Owner may, but shall not be required to, undertake such duty or obligation for and on behalf of the Obligated Owner, in which case all reasonable and necessary costs and expenses of same shall be paid to the Other Owner by the Obligated Owner promptly upon demand together with interest thereon at the rate of ten (10%) percent per annum until paid. If the Other Owner retains an attorney to collect such amount, then the Obligated Owner shall also pay reasonable attorneys' fees and costs of collection.

(b) In the event of any violation or threatened violation by any Owner, lessee, or tenant from time to time of any portion of the Parcels described herein of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the Owners of the other Parcels described herein shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) If an Obligated Owner fails to pay any such obligation within such ten (10) business day period after notice from the Other Owner, then in addition to all other rights and remedies of the Other Owner as herein set forth, the Other Owner shall have a lien on the Parcel owned by the Obligated Owner ("**Obligated Owner's Parcel**") upon filing thereof by the Other Owner with the Cook County Recorder of Deeds, which lien shall run with the land

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and be binding on the Obligated Owner and its successors and assigns. Such lien shall be superior to all other liens, encumbrances and charges against the Obligated Owner's Parcel, except only for liens securing payment of taxes, special assessments and special taxes heretofore or hereafter levied by any political subdivision or municipal corporation of this state, and any other state or federal taxes which by law are a lien on the interest of such Obligated Owner prior to preexisting recorded encumbrances. Such lien for payment of assessments shall attach with the priority above set forth, and may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by the Other Owner in like manner as a mortgage on real property, subsequent to the recording of a notice of lien as provided above, or the Other Owner may institute suit against the Obligated Owner for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Obligated Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Other Owner. The Other Owner shall have the power to bid on the Obligated Owner's Parcel at foreclosure or other legal sale to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(d) The remedies set forth herein shall be cumulative and the exercise of one remedy shall not be deemed to be a waiver of or prevent the exercise of any other remedy.

5. **Real Estate Taxes.** Each Owner shall be responsible for paying all real estate taxes with respect to its Parcel, including any improvements thereon.

6. **Covenants Run with the Land.** The Easements, rights, privileges, covenants, conditions and restrictions contained herein, shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Owner or Owners of the Parcels, or portions thereof and improvements thereon, and their respective successors and assigns. Reference to this Declaration in any deed of conveyance, or any other document of ownership, or mortgage or trust deed or other document of obligation, shall be sufficient to create and reserve the rights and obligations set forth herein on the terms hereof as fully as completely as though this Declaration and all of its terms were recited in such document.

7. **Amendment.** The Easements granted hereunder shall not be terminated, and this Declaration shall not be amended or in any manner altered, without the written approval of all Owners and their respective mortgagees of record.

8. **Subdivision and Common Ownership.** If any Parcel is hereinafter further divided into two or more Parcels, then all of the Owners shall be entitled to the benefits of the Easements, rights, privileges, covenants, indemnities, conditions and restrictions granted or contained hereunder, and all Owners shall be burdened by the Easements, rights, privileges, covenants, indemnities, conditions and restrictions imposed or contained hereunder.

9. **Counterparts.** This Declaration may be executed in counterparts all of which, when taken together, shall constitute but one and the same instrument.

10. **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind or otherwise to terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or

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restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective

against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

11. Enforceability.

(a) This Declaration shall be enforceable in the Circuit Court of Cook County, in accordance with the laws of the State of Illinois, by appropriate action at law or in equity.

(b) The illegality, invalidity or unenforceability under any law of any covenant, restriction or condition, or of any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration, so long as the general intent of this Declaration can still be given effect without the defective provision.

(c) This Declaration and all terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.

(d) This Declaration and all terms and conditions hereof shall be binding on Declarant and all successors and assigns and shall run with the land.

12. Attorney's Fees. The prevailing party in any action brought to enforce the provisions of this Declaration shall be entitled to recover from the other party, in addition to any other damages, costs, or expenses, such party's reasonable attorney's fees incurred in connection with such action.

13. Limitation of Liability. Notwithstanding anything herein to the contrary, no personal liability shall be imposed upon an owner of a Parcel for its failure to perform any of its obligations hereunder, such recourse being limited to the interest of such owner in such Parcel.

[Remainder of this page intentionally blank - signature page follows]

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

FURNITURE L.L.C., an Illinois limited liability company

By: _____

W. Harris Smith, Manager

This document prepared by and after recording return to:

Lawrence M. Gritton
400 W. Huron Street
Chicago, Illinois 60610

Street Address:

840-860 West Blackhawk
Chicago, Illinois 60642

Permanent Index Numbers:

17-05-214-010, 011, 012

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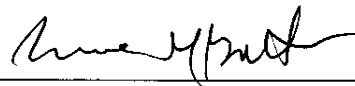
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

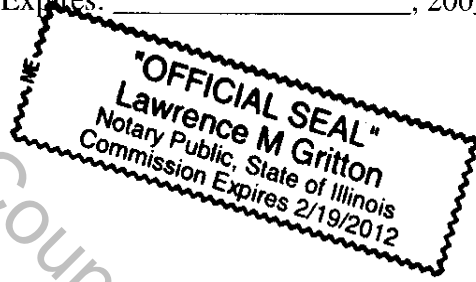
I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that W. Harris Smith, as Manager of **Furniture L.L.C.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said Company, 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 Manager of **Furniture L.L.C.**, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 2008.



Notary Public

My Commission Expires: _____, 200_



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CONSENT OF MORTGAGEE

The undersigned, being the holder of a note secured by a first mortgage on the Condominium Parcel recorded with the Recorder of Deeds of Cook County, Illinois on June 25, 2007 as Document No. 0717622047, as amended from time to time, hereby consents to execution and recording of the above and foregoing Amended and Restated Declaration of Driveway Easements, and hereby subordinates said mortgage to the provisions of the foregoing Amended and Restated Declaration.

October ~~22~~ 2008

MB FINANCIAL BANK, N.A.

By: _____

Its:

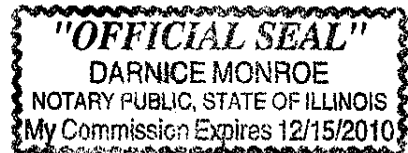
Richard J. Chang
First Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Chang, as First Vice President of MB Financial Bank, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President of said company, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of October, 2008.

Darnice Monroe



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EXHIBIT A

Legal Description of Land

West Parcel

LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16) ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 52, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 145.22 FEET OF THE SOUTH HALF OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26 ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 25 AND LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGATED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

East Parcel

LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH-SOUTH VACATED ALLEY (EXCEPT THE WEST 9.50 FEET THEREOF) IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

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THE VACATED WEST 1.0 FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION OF WEST BLACKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44 PROLONGATED SOUTHERLY 0.50 FEET.

AND ALSO

THE VACATED NORTH 0.50 FEET (EXCEPT THE WEST 185.81 FEET THEREOF) OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 25 AND LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGATED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL IN BLOCK 44 IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH 14.00 FEET OF THE EAST 31.09 FEET OF LOT 16 IN BLOCK 44 IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

THE NORTH 14.00 FEET OF THE WEST 9.50 FEET OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 THROUGH 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 THROUGH 35, BOTH INCLUSIVE, ALL IN JOHN YALES RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61, AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE TRACTS OF LAND THE FOLLOWING:

THAT PART OF LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16); TOGETHER WITH THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE; TOGETHER WITH THE WEST 145.22 FEET OF THE SOUTH HALF OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 25 AND SAID LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°00'02" WEST, ALONG THE WEST LINE THEREOF, 37.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'02" WEST, ALONG THE WEST LINE OF SAID TRACT, 157.11 FEET; THENCE SOUTH 89°59'58" EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 66.60 FEET; THENCE NORTH 00°00'02" EAST, 157.15 FEET; THENCE SOUTH 89°58'02" WEST, 66.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 840-860 West Blackhawk, Chicago, Illinois 60642

PIN(s): 17-05-214-010-0000; 17-05-214-011-0000; 17-05-214-012-0000


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EXHIBIT B

Depiction of Land and Easement Parcels

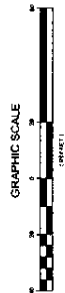
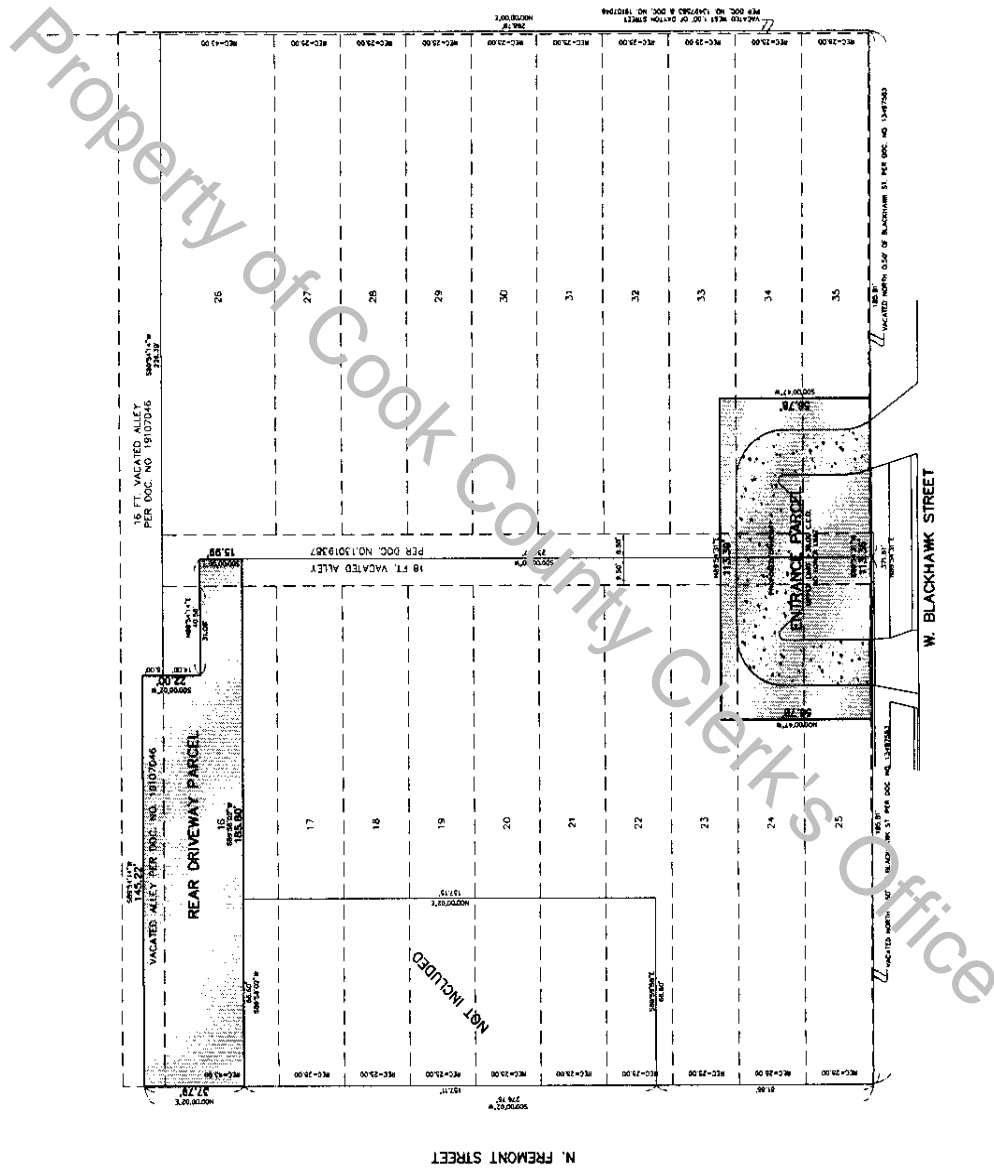
[Attached hereto]

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A large, thick, black scribble consisting of several overlapping, wavy lines that completely obscures the text "Property of Cook County Clerk's Office" in the background.

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EXHIBIT



2008-11932-001

1 of 1

GRANLEY & BUDENHANN
 REAL ESTATE BROKERS
 100 N. WABASH ST., SUITE 1000
 CHICAGO, IL 60602
 (312) 467-8800 FAX (312) 467-8801

2008-11932-001

1 of 1

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EXHIBIT B-1

Legal Description of Entrance Driveway Easement Parcel

THAT PART OF LOTS 23 TO 25, BOTH INCLUSIVE; TOGETHER WITH THAT PART OF LOTS 33 TO 35, BOTH INCLUSIVE; TOGETHER WITH THAT PART OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 23 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 33 TO 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 25 AND SAID LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +30.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET WITH THE EAST LINE OF NORTH FREMONT STREET; THENCE NORTH 89°54'31" EAST, ALONG SAID SOUTH LINE, 129.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'47" WEST, 56.78 FEET; THENCE NORTH 89°54'31" EAST, 113.39 FEET; THENCE SOUTH 00°00'47" WEST, 56.78 FEET TO THE AFORESAID SOUTH LINE OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET; THENCE SOUTH 89°54'31" WEST, 113.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 840-860 West Blackhawk, Chicago, Illinois 60642

PIN(s): 17-05-214-010-0000; 17-05-214-011-0000; 17-05-214-012-0000

Office of Cook County Clerk's Office

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EXHIBIT B-2

Legal Description of Rear Driveway Access Easement Parcel

THAT PART OF LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16); TOGETHER WITH THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE; TOGETHER WITH THE WEST 145.22 FEET OF THE SOUTH HALF OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 25 AND SAID LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THE NEXT 4 COURSES BEING ALONG THE PERIMETER LINES OF SAID TRACT; THENCE NORTH 89°54'14" EAST, 145.22 FEET; THENCE SOUTH 00°00'02" WEST, 22.00 FEET; THENCE NORTH 89°54'14" EAST, 40.58 FEET; THENCE SOUTH 00°00'00" EAST, 15.99 FEET; THENCE SOUTH 89°58'02" WEST, 185.80 FEET TO A POINT ON THE WEST LINE OF SAID TRACT; THENCE NORTH 00°00'02" EAST, 37.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 860 West Blackhawk, Chicago, Illinois 60642

PIN(s): 17-05-214-010-0000; 17-05-214-011-0000; 17-05-214-012-0000