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This document prepared by and
after recording return to:

Theodore J. Novak, Esq.
DLA Piper LLP (US)
203 N. LaSalle Street, Ste. 1900
Chicago, IL 60601

PINs:

17-10-219-017-0000
17-10-219-018-0000
17-10-219-019-0000
17-10-219-020-0000
17-10-219-021-0000



Doc#: 1219144071 Fee: \$192.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/09/2012 03:31 PM Pg: 1 of 78

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MUTUAL CONSENT AND AGREEMENT

THIS MUTUAL CONSENT AND AGREEMENT (this "**Agreement**") is made and entered into as of the 6th day of July, 2012 (the "**Effective Date**"), by and between 465 N. Park Drive, LLC, a Delaware limited liability company ("**Parcel 8 Owner**"), and New Water Park, LLC, a Delaware limited liability company ("**Parcel 7/7A Owner**") (hereinafter, Parcel 8 Owner and Parcel 7/7A Owner are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. Parcel 7/7A Owner is the owner of certain real estate in Chicago, Illinois, legally described on Exhibit A-1 attached hereto ("**Parcel 7/7A**").

B. Parcel 8 Owner is the owner of certain real estate in Chicago, Illinois, legally described on Exhibit A-2 attached hereto ("**Parcel 8**") (hereinafter, Parcel 7/7A and Parcel 8 are sometimes referred to individually as a "**Parcel**" and collectively as the "**Parcels**").

C. The Parcels are within Subarea B of Planned Development No. 368, as amended, which amended planned development was established pursuant to an ordinance adopted by the City Council of the City of Chicago, published at pages 33365-33417 of the July 9, 2008 City Council Journal (as heretofore and hereafter amended from time to time, the "**PD**"). As such, the Parcels are deemed to be part of a larger "zoning lot" as such term is defined in the Chicago Zoning Ordinance, Title 17 of the Chicago Municipal Code, in effect as of the Effective Date (the "**Zoning Ordinance**").

E. Parcel 7/7A Owner has filed an application with the City of Chicago seeking to amend the PD for purposes of developing a mixed-use project containing no more than 400 hotel keys, 398 dwelling units and 847,291 square feet of F.A.R. floor area and approximately 230 accessory parking spaces on Parcel 7/7A (the "**Parcel 7/7A Project**"), which project is more

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particularly described and depicted in the proposed form of PD amendment attached hereto as Exhibit B (the “**Proposed PD Amendment**”).

F. Parcel 7/7A Owner, as successor to TFC Park Street LLC, and Parcel 8 Owner, as successor to 319 E. Illinois Street, LLC, are parties to that certain Restrictive Covenant Agreement dated July 3, 2007 and recorded as Document No. 0719733072 (the “**Restrictive Covenant**”).

G. Parcel 7/7A Owner has requested Parcel 8 Owner’s approval for the encroachment of certain limited elements of the Parcel 7/7A Project within the area restricted from development pursuant to the Restrictive Covenant, which proposed encroachments are depicted on Exhibits C-1 and C-2 attached hereto (the “**Proposed Encroachments**”).

H. Parcel 7/7A Owner has requested, and Parcel 8 Owner is willing to grant, for the consideration and upon the terms and conditions set forth herein, Parcel 8 Owner’s consent to the Proposed PD Amendment and the Proposed Encroachments.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable and mutual consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation. The foregoing recitals and all exhibits attached hereto are incorporated herein as if fully set forth in this Section 1.

2. Consent to Proposed PD Amendment.

(a) Parcel 8 Owner hereby irrevocably consents, except as otherwise provided in subparagraph 2(b) herein, to the Proposed PD Amendment in the form attached hereto as Exhibit B, which expressly includes an increase in the maximum number of dwelling units allowed in Subarea B by 74 dwelling units (from 400 to 474) and limits the Parcel 7/7A Project to no more than 400 hotel keys, 398 dwelling units and 847,291 square feet of F.A.R. floor area. Parcel 8 Owner’s consent shall extend to any changes to the Proposed PD Amendment or other changes to the PD (whether legislative or administrative) relating to the Parcel 7/7A Project provided that (i) increases in the number of dwelling units or hotel keys (other than in connection with a commensurate reduction of dwelling units or hotel keys, as applicable, as allowed by the exchange of use provision in the PD) or the amount of floor area to be constructed on Parcel 7/7A, or (ii) further encroachments into the area restricted from development by the Restrictive Covenant shall require Parcel 8 Owner’s prior written approval, which may be given or withheld in Parcel 8 Owner’s sole discretion.

(b) The foregoing consent is not intended to be and shall not be construed as a permanent waiver or release of development rights by Parcel 8 Owner, which hereby reserves the right to utilize development rights available within the PD, including, without limitation, dwelling units and hotel keys, which remain unutilized by Parcel 7/7A Owner as a result of (i) the City’s denial of the Proposed PD Amendment, (ii) completion of the Parcel 7/7A Project with fewer dwelling units or hotel keys and/or less floor area than identified above, (iii) the expiration

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of zoning approvals that may be granted for the Parcel 7/7A Project pursuant to the "sunset" provisions of Statement 21 of the PD or any extensions thereof.

3. Consent to Proposed Encroachments. Parcel 8 Owner hereby consents to the Proposed Encroachments as described and depicted in Exhibits C-1 and C-2 and to no other encroachments within the area restricted from development by the Restrictive Covenant. Any increase or changes to the Proposed Encroachments shall require Parcel 8 Owner's prior written approval, which may be given or withheld in Parcel 8 Owner's sole discretion.

4. Consent to Future Parcel 8 Owner Application. In consideration of the foregoing consent, Parcel 7/7A Owner hereby irrevocably consents to a future PD amendment that may be sought by Parcel 8 Owner for the purposes of allowing up to 500 dwelling units and up to 30,000 square feet ground floor retail space on Parcel 8, notwithstanding any limits in the PD to the contrary. Such consent shall extend to any such project which otherwise conforms to the bulk regulations and data table of the PD, and to any additional changes to the PD that will have no material adverse impacts on the Parcel 7/7A Project. Parcel 7/7A Owner further agrees, at no cost to Parcel 7/7A Owner to otherwise cooperate in good faith with Parcel 8 Owner with respect to such future application.

5. Enforcement of Agreement. The terms of this Agreement are special and unique, and damages may not be adequate compensation in the event of any breach or default by a Party hereto. Accordingly, in the event of any actual or threatened breach by a Party hereto of any of the agreements or restrictions contained herein, the other Party shall be entitled to injunctive or other appropriate relief compelling performance of the terms hereof or restraining any action in violation of the terms hereof provided that nothing contained herein shall be construed as prohibiting the non-breaching Party from pursuing any other available remedies, including the recovery of damages, and all such rights are herein expressly reserved. In any suit, action or proceeding initiated under or by reason of this Agreement, the prevailing Party therein shall be entitled to reimbursement from the other Party for all costs and expenses, including, without limitation, court costs, expert witness fees and reasonable attorneys' fees and expenses, incurred or sustained by the prevailing Party in connection with such suit, action or proceeding.

6. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) reputable overnight delivery service with proof of delivery or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or one (1) business day after delivery to the overnight delivery service for next business day delivery, or five (5) business days after deposit in the mail if delivered by registered or certified mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

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If to Parcel 8 Owner: c/o UDR, Inc.
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129
Attn: Don MacKenzie, Managing Director

with a copy to: FRC Realty, Inc.
222 S. Riverside Plaza, Suite 600
Chicago, IL 60606
Attn: Alan Schachtman

and to: DLA Piper LLP (US)
203 N. LaSalle Street, Ste. 1900
Chicago, IL 60601
Attn: Theodore J. Novak, Esq.

If to Parcel 7/7A Owner: David B. Nelson, CFA
Senior Portfolio Manager
DRW Holdings, LLC
540 W. Madison Street
Chicago, IL 60661

with a copy to: John J. George
Daley and George, Ltd.
20 S. Clark Street
Suite 400
Chicago, IL 60603

7. Prior Agreements / Modifications. This Agreement shall supersede any prior agreements and understandings, whether written or oral, between the Parties or their predecessors-in-title regarding the subject matter hereof. This Agreement cannot be changed orally, and no agreement to waive, change, modify or discharge this Agreement in whole or in part shall be effective unless such agreement is in writing and is signed by the Parties.

8. Successors and Assigns. The terms and provisions of this Agreement, and the rights herein set forth, shall inure to the benefit of, and be binding upon, the Parties and their respective directors, officers, employees, agents, heirs, transferees, successors and assigns. This Agreement will be recorded and, accordingly, will be a permanent covenant that runs with the land.

9. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

10. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order shall in no way affect any of the other provisions hereof, or the application hereof to any other person or entity or circumstances and the same shall remain in full force and effect, unless enforcement of this

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Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

11. Applicable Law. This Agreement is performable in the State in Illinois and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of Illinois.

12. No Third-Party Beneficiaries. No provisions of this Agreement, express or implied, are intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto, any rights, remedies or other benefits under or by reason of this Agreement unless otherwise expressly and specifically provided herein.

13. Relationship of the Parties. This Agreement is not intended to, nor shall it be deemed to, create a partnership, joint venture or agency relationship between the Parties. Neither Party shall hold itself out as a partner, joint venturer, principal or agent of the other Party under this Agreement except as otherwise expressly and specifically provided herein.

14. Term. This Agreement shall continue in effect until such time, if ever, as the Proposed Encroachment no longer exists and the PD is terminated and the Parcels are completely independent from each other for zoning purposes as separate "zoning lots" under the Zoning Ordinance such that the rights, obligations and allocations of this Agreement are rendered obsolete.

15. Limitation of Damages. Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for any special, indirect or consequential damages (such as interruption of business, loss of income or loss of opportunity) to the extent based upon a claim for breach of contract (whether or not intentional). The foregoing limitation shall not apply to damages resulting from a Party's negligence in tort or intentional tortious misconduct.

16. Limitation of Personal Liability. The enforcement of this Agreement against any Party shall be limited to the interest of such Party in the Parcel (and the improvements thereto) owned by such Party. No judgment against any Party shall be subject to execution on, or be a lien on, any assets of such Party other than that Party's interest in the Parcel (and the improvements thereto) owned by such Party.

17. Non-Disturbance. In no event shall any mortgagee or any other mortgagee or lien holder ever seek to foreclose any rights of the Party who is not the mortgagor, borrower or debtor under such mortgage or other lien, or otherwise attempt to disturb any rights of the Party who is not the mortgagor, borrower or debtor under such mortgage or other lien.

18. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no default by either Party shall (a) entitle any Party to cancel, rescind or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage made in good faith and for value as to any Parcel; however, such limitation shall not affect, in any manner, any other rights or remedies that a Party may have under this Agreement by reason of any such breach.

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19. No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or condition of this Agreement shall not be deemed a waiver of any rights or remedies that such Party may have under this Agreement, whether at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

20. Multiple Titleholders of a Parcel. If title to a Parcel shall be divided, all fee titleholders of such Parcel shall be jointly and severally responsible with the other owners of such Parcel for the performance of the obligations of the owner of such Parcel, under this Agreement, but such fee-titleholders shall only act collectively through a single representative with authority to bind all such fee titleholders in respect of actions, decisions and consents under this Agreement.

[Signatures Follow]

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IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the Effective Date.

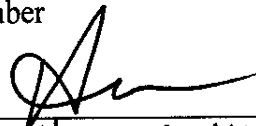
Parcel 8 Owner:

465 N. PARK DRIVE LLC, a Delaware limited liability company

By: UDR/MetLife Master Limited Partnership, a Delaware limited partnership, its Sole Member

By: UDR/ML Venture LLC, a Delaware limited liability company, its General Partner

By: UDR, Inc., a Delaware corporation, its Sole Member

By: 

Name: Harry G. Alcock

Its: Senior Vice President - Asset Management

Parcel 7/7A Owner:

NEW WATER PARK, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

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IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the Effective Date.

Parcel 8 Owner:

465 N. PARK DRIVE, LLC, a Delaware limited liability company

By: UDR/MetLife Master Limited Partnership, a Delaware limited partnership, its Sole Member

By: UDR/ML Venture LLC, a Delaware limited liability company, its General Partner

By: UDR, Inc., a Maryland corporation, its Sole Member

By: _____

Name: Harry G. Alcock

Its: Senior Vice President – Asset Management

Parcel 7/7A Owner:

NEW WATER PARK, LLC, a Delaware limited liability company

By:  _____

Name: Donald R. Wilson Jr.

Its: Manager

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ACKNOWLEDGMENT

STATE OF COLORADO)
) SS
COUNTY OF Douglas)

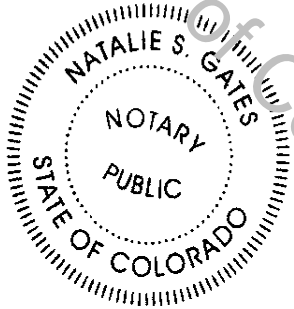
I, Natalie S. Gates, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Harry G. Alcock, the SVP-Asset Management of UDR, Inc., personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of June, 2012.

Natalie S. Gates
Notary Public

My Commission Expires:

Dec 20, 2013



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Amy Kinney, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Donald R. Wilson Jr., the manager of New Water Park, LLC, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **[he/she]** signed and delivered said instrument as **[his/her]** own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of July, 2012.

Amy Kinney

Notary Public

My Commission Expires:

04 / 19 / 14



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EXHIBIT A-1

LEGAL DESCRIPTION OF PARCEL 7/7A

PARCEL 1:

THAT PART OF LOT 1 AND 2 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 175.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 115.00 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOTS 1 AND 2; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOTS 1 AND 2, A DISTANCE OF 115.00 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 2 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 290.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 38.25 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOTS 1 AND 2; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 38.25 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET THE POINT OF BEGINNING.

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PARCEL 3:

THAT PART OF LOT 1 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF BLOCK 8 (SAID EAST LINE BEING ALSO THE WEST LINE OF NORTH NEW STREET) WHICH IS 160.00 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTH LINE OF SAID BLOCK 8 AND RUNNING; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF BLOCK 8, A DISTANCE OF 15.00 FEET; THENCE WESTWARDLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE NORTHWARDLY ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 15.00 FEET; THENCE EASTWARDLY ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 8, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 2 IN BLOCK 8 (EXCEPT THE NORTH 91.75 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, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320.

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EXHIBIT A-2

LEGAL DESCRIPTION OF PARCEL 8

THE NORTH 160.00 FEET OF LOT 1 IN BLOCK 8 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320.

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EXHIBIT B

PROPOSED PD AMENDMENT

Property of Cook County Clerk's Office



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RECEIVED

FEB 7 2012

CITY OF CHICAGO
DEPARTMENT OF HOUSING AND
ECONOMIC DEVELOPMENT

CITY OF CHICAGO

APPLICATION FOR AN AMENDMENT TO THE CHICAGO ZONING ORDINANCE

1. ADDRESS of the property Applicant is seeking to rezone:

221-42 E. Upper North Water St.; 435-63 N. Park Dr.; 432-462 N. New St.

2. Ward Number that property is located in: 42nd Ward

3. APPLICANT New Water Park, LLC

ADDRESS 540 N. Madison

CITY Chicago STATE IL ZIP CODE 60661

PHONE 312-542-3161 CONTACT PERSON David Nelson

4. Is the applicant the owner of the property? YES NO

If the applicant is not the owner of the property, please provide the following information regarding the owner and attach written authorization from the owner allowing the application to proceed.

OWNER Same as above

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ CONTACT PERSON _____

5. If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:

ATTORNEY John J. George

ADDRESS 20 S. Clark St., Suite 400 CITY Chicago, IL 60603

PHONE 312-726-8797 FAX 312-726-8819


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6. If the applicant is a corporation please provide the names of all shareholders as disclosed on the Economic Disclosure Statements.
- Donald R. Wilson, Jr.
7. On what date did the owner acquire legal title to the subject property? December 31, 2009
8. Has the present owner previously rezoned this property? If yes, when?
- No
9. Present Zoning District RBDP #368 Proposed Zoning District RBDP #368 as amended
10. Lot size in square feet (or dimensions) 68,383 sq. ft.
11. Current Use of the property vacant
12. Reason for rezoning the property is to adjust the bulk regulations of sub-area B of RBDP No. 368 to allow the construction of a mixed used development at the subject property.
13. Describe the proposed use of the property after the rezoning. Indicate the number of dwelling units; number of parking spaces; approximate square footage of any commercial space; and height of the proposed building. (BE SPECIFIC)
- Please see attached planned development statements and exhibits.
14. On May 14th, 2007, the Chicago City Council passed the Affordable Requirements Ordinance (ARO) that requires on-site affordable housing units or a financial contribution if residential housing projects receive a zoning change under certain circumstances. Based on the lot size of the project in question and the proposed zoning classification, is this project subject to the Affordable Requirements Ordinance? (See Fact Sheet for more information)
- YES X NO

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COUNTY OF COOK
STATE OF ILLINOIS

DONALD R. WILSON, JR.
~~David Nelson~~, being first duly sworn on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct.
New Water Park, LLC


Signature of Applicant - ~~David Nelson~~
DONALD R. WILSON, JR.

Subscribed and Sworn to before me this
3rd day of December, 20 11.

Amy Kinney
Notary Public



For Office Use Only

Date of Introduction: _____

File Number: _____

Ward: _____

Property of Cook County Clerk's Office

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: That the Chicago Zoning Ordinance be amended by changing all the Residential Business Planned Development No. 368 symbols and indications as shown on Map No. 1-E in the area bounded by:

A line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the center line of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive, the center line of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; the alley next south of East Grand Avenue;

to the designation of a Residential-Business Planned Development No. 368, as amended, which is hereby established in the area above described, subject to the provisions at the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2: This ordinance shall be in force and effect from and after its passage and due publication.

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RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. 368, AS AMENDED PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as "Residential-Business Planned Development No. 368", as amended, consists of approximately 1,494,256 square feet or 34.30 acres (exclusive of public rights-of-way and dedicated public open space) of real property as shown on the attached Planned Development Boundary Map ("the Property").

2. This Plan of Development consists of these twenty-one (21) Statements and the following exhibits: Bulk Regulations and Data Table for the entire Planned Development; an Existing Zoning Map; Planned Development Boundary and Sub Areas Map; Development Parcels Map; Maximum Height Zones; Existing and Planned Open Spaces; Pattern of Vehicular Roadways, and, Recommended Traffic Improvements. These and no other zoning controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements hereof, and satisfies the established criteria for approval as a planned development. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control.

Shelbourne North Water Street, LP (the "Developer of Parcel E.3") owns or controls Sub-Parcel E.3 within this Planned Development. This Plan of Development consists of the following exhibits related to the development of Sub-Parcel E.3: Site Landscape Plan; DuSable Landscape Plan; Ground Floor Plan Overview; Lower Lake Shore Drive Plan Overview; Building Elevations; South Building Elevation; Partial Enlarged South Elevation; Partial East/West Site Section; Partial Enlarged East Elevation; North/South Site Section at Lake Shore Drive; North/South Tower and Parking Section; East/West Parking Section; North/South Overview Section; and, Lake Front Trail Alignment Alternate 1 and Alternate 2.

New Water Park, LLC (the "Applicant") owns or controls Sub-Area B Parcels 7 & 7A within this Planned Development. This Plan of Development consists of the following exhibits related to the development of Sub-Area B Parcels 7 & 7A: Bulk Regulations and Data Table; an Existing Zoning Map; Existing Land Use Map; a Planned Development Boundary and Sub Areas Map; Development Parcel Map; View Corridor Program; Overall Site Plan; Lower E. North Water Street Plan, North Park Drive Street Plan, North Park Drive Wayfinding Plan; Upper E. North Water Street Plan; Upper E. North Water Street Wayfinding Plan; Terrace Level Plan; Landscape Plan; Green Roof Plan; Overall Section A Plan and Partial North Elevation; West Elevation at tower and Partial North-South Section B Plan; Building Elevations (North, South, East and West) prepared by Solomon Cordwell Buenz dated May 24, 2012.

3. The current property owner or an authorized agent shall obtain all required reviews, approvals, licenses and permits in connection with this Plan of Development. The dedication or vacation of any streets or alleys shall require a separate submittal and approval by the City Council.

Applicant:	New Water Park, LLC
Address:	320 East Upper North Water Street
Introduced:	February 15, 2012
Plan Commission:	May 24, 2012

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4. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns (including any condominium association which is formed) and, if different than the applicant, the legal title holders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns (including any condominium association which is formed) and, if different than the applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Subject to the sub-area/sub-parcel control provisions of Section 17-8-0400 of the Chicago Zoning Ordinance, single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Equitable Life Assurance Society of the United States or all its successors and assigns as zoning control party for property located west of Columbus Drive, and by all the successors and assigns to the Chicago Dock and Canal Trust, as zoning control parties for the property located east of Columbus Drive. The board of directors of any condominium association shall represent individual condominium owners.
5. Several sub areas are delineated on the attached Planned Development Sub Area Map for the purposes of establishing use and density controls in connection with this Plan of Development. Uses permitted below +35 feet Chicago City Datum plus or minus 6 feet in respect of design conditions ("Plaza Level") shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District classification; uses permitted at and above the Plaza Level in the area hereinbefore defined shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District classification, except that in that part of the subject area lying within 200 feet of North Michigan Avenue uses shall be in general conformity with the Permitted and Special Uses of the DX-16, Downtown Mixed-Use District classification; uses permitted where no Plaza Level exists shall be in general conformity with the Permitted and Special Uses of the DX-12, Downtown Mixed-Use District Classification. Earth station receiving and transmitting dishes, microwave relay dishes and transmitting or receiving dishes shall be permitted. Residential support services, physical fitness/indoor recreation center, and small venue theater are expressly permitted in Sub-Parcel E.3. Non-accessory parking shall be a permitted use in Sub Area F only. Underground accessory parking related to the improvements constructed upon Sub-Parcel E.3 shall be a permitted use in Sub-Parcel E.2. All other controls and regulations set forth herein are made applicable within the general application of this Statement. Uses permitted in DuSable Park (Sub Parcel E.1) shall be recreational and related uses including but not limited to marinas; tennis courts; and similar facilities. Temporary staging of construction materials and related equipment shall be a permitted use in Sub-Parcel E.1 subject to the review and approval of the Commissioner of the Department of Planning and Development and the Chicago Park District. Day care and other community-oriented uses are expressly permitted and strongly encouraged in all areas

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of the planned development. Agreement on how space for a minimum of one new daycare center shall be provided within Sub Areas B, D or Sub Parcel E.3 to service new residents and employees of those sub areas must be submitted and approved by the Department of Planning and Development prior to the issuance of any Part II approval for any improvement on Parcels P1, P3, P7, P7A, P8, P18, or P19.

6. For purposes of Floor Area Ratio (FAR) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exceptions: (1) In Sub Area B, grade is herein established as the curb level of the building entrance on upper East North Water Street plus or minus 6 feet in respect of design conditions; (2) Space devoted to heating, ventilation, and air conditioning equipment shall not be included in FAR regardless of location.
7. Any service drives or other ingress or egress lanes shall be adequately designed and paved in accordance with the regulations of the Chicago Department of Transportation and in compliance with the Municipal Code of the City of Chicago to provide ingress and ingress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum of twenty feet to provide ingress and egress for emergency vehicles. There shall be no parking within established fire lanes. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation. All work proposed in the Public Way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago.
8. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Chicago Department of Transportation and approval by the Department of Housing and Economic Development. All parking spaces required to serve buildings or uses shall be located on the same parcel as the building or use served, or (i) if a residential use, within 600 feet walking distance, or (ii) if a non-residential use, within 1,200 feet walking distance. Parking to serve uses in Sub Area E.1 or E.3 may be located underneath or west of Lake Shore Drive.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Housing and Economic Development and to the conditions of Statement 11 (e). Off-premises signage is prohibited. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals. Signage for retail and movie theater uses is a special concern. A general signage plan indicating the locations and dimensions of signage for these uses, including all interior signage which is visible from public streets, shall be submitted prior to part II approval in accord with Statement 16 hereof (Site Plan Review).
10. The height of buildings within the Planned Development and any appurtenance attached thereto shall be subject to the limitations on the attached exhibit labeled "Maximum Height

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Zones". Where maximum height zones have been established, building height shall be defined as follows:

"Building height" is the vertical distance from the curb level, grade, or its equivalent, opposite the center of the front of a building to the highest point of the under side of the ceiling beams of the highest habitable floor, in the case of a flat roof; to the deck line of a mansard roof; and, to the mean level of the under side of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. For the purpose of determining height in Sub Area B Parcels 7 and 7A, grade is herein established as the curb level of the building entrance on upper East North Water Street plus or minus 6 feet in respect of design conditions. (For the purpose of determining height, building tops of the other configurations may be considered to be the type described herein which most closely approximates the shape of the proposed design). However, in no case shall the "actual" height of a building exceed the "maximum height" by more than 65 feet.

11. The improvements on individual development sites shall be designed, constructed and maintained in accordance with the exhibits attached hereto and the following general design standards:
- (a) Buildings along Lake Shore Drive shall be designed to minimize building mass directly facing the Drive. The base along Lake Shore Drive of any such structure shall be limited to the height of Lake Shore Drive. The tower of such structures shall be set back a minimum of 40 feet from Lake Shore Drive although encroachments into such setback area for design reasons may be allowed by the Commissioner of Planning and Development as a minor change pursuant to Section 17-13-061 of the Chicago Zoning Ordinance. This 40 foot setback area shall be heavily landscaped with trees and other greenery so as to be visible from the Drive.
 - (b) Landscaping of buildings at terraces, rooftops, and balconies shall be provided wherever possible and appropriate. Buildings shall be designed with upper level architectural features that are lit at night wherever possible. Mechanical equipment on rooftops shall be screened with quality materials, and made a feature of the building design, where appropriate. Notwithstanding any statement to the contrary, this Planned Development shall be subject to the provisions of Chapter 17-11 of the Chicago Zoning Ordinance governing landscaping and screening. In any instance where a provision of this Planned Development conflicts with landscape and screening provisions of the Chicago Zoning Ordinance, the Chicago Zoning Ordinance shall control. Nothing in this Planned Development is intended to waive the applicability of the landscape and screening provisions of the Chicago Zoning Ordinance.

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- (c) Buildings shall be setback from the property line, if necessary, to achieve a minimum of 12'-6" (except the building column may be setback 10'-0" in Sub-Area E-3 along Ogden Slip and the building located in Sub-Area B, Parcels 7 and 7A, may be located at the property line along North New Street, North Park Drive, Upper East North Water Street and Lower East North Water Street) in sidewalk width to accommodate street trees. No awnings, canopies, or other building projections shall be allowed that would interfere with street tree canopies except at entrances to hotels, residential entrances or movie theaters.
- (d) Building designs that reflect divisions into base, middle, and top, that have setbacks, cornice lines, changes in plane or materials, articulated surfaces, or other methods of reducing the scale and mass are encouraged. Preferred building materials shall be stone, manufactured stone, brick, finished metal such as stainless steel, or articulated pre-cast concrete in combination with glass at the base. Exposed structural concrete, dryvit or other stucco-like material, or reflective glass shall not be allowed. Materials of upper stories shall be similar to those of the lower; however, the level of detailing may be simplified.
- (e) Buildings shall be designed with clearly delineated signage bands. The quality and amount of signage shall be strictly controlled. The total square footage displayed on any building shall be limited to no more than six (6) times the street frontage on any given street. Preference shall be given to pin-mounted back lit signs with individual letters that are externally lit. Signs behind glass that are visible from the sidewalk shall count toward the permitted sign area. The area of a sign that consists of individual letters shall be measured by drawing a box around the letters. Graphic images which depict tenant logos or products or which may otherwise be construed as advertising shall count as signage in their entirety. Signage on awnings shall be allowed on the valance only, with a maximum of 5 inch high letters limited to tenant identification or logos only. No electronic moving message board signs shall be allowed. Rooftop signs shall be prohibited.
- (f) No new surface parking lots, except interim lots approved by the Commissioner of Housing and Economic Development, shall be allowed. No surface parking lot shall be allowed on the 70,000 square foot Kraft park site in Sub Area F, except for that area not contained within any interim park. The maximum effort shall be made to contain parking in below-ground structures. Above-grade parking structures shall be enclosed, fronted by habitable space, or otherwise designed so as to have a similar appearance to habitable spaces in terms of finish materials, the shape and scale of openings, and the screening of ramps, car lights and ceiling fixtures. Any parking structures facing the Chicago River must be fronted by habitable space or

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completely enclosed and well articulated at all levels. The first floor of all structures facing Illinois Street, Grand Avenue, McClurg Court, Park Drive, or Columbus Drive shall maximize space with active uses such as retail, daycare, restaurants, etc. Parking structures shall also contain provisions for planting at the base, the roof, or at mid-height ledges.

- (g) Loading docks shall be concealed from public view through screening or landscaping. Curb cuts for loading docks shall be minimized.
- (h) The new roadway structure at upper level Illinois Street shall be finished in highly articulated stone, pre-cast concrete, or other quality material, with particular attention given to views of the structure from Columbus Drive. Terraced planting, pedestrian lighting, decorative railings, banners, and other features shall be used to create a major pedestrian amenity. A major water feature shall be installed at the intersection of upper-level Illinois Street and the NBC Plaza. The underside of upper Illinois shall be appropriately lit, structural columns shall be covered, and other elements shall be added to create a safe, well-lit connection to Michigan Avenue.
- (i) The completion of the riveredge esplanade shall be required of the developers of Parcels 14 and 16, and Parcel 18. Such public spaces shall be developed with the same quality and character of amenities as the existing esplanade adjacent to these areas. In addition, the developer of Parcel 18 shall be responsible for the development of pedestrian access to DuSable Park under Lake Shore Drive. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the river esplanade. All plans for pedestrian access to DuSable Park from Parcel 18 shall be subject to detailed review and approval by the Department of Housing and Economic Development before the issuance of any superstructure Part II approval letters.
- (j) The developer of Parcel 19 shall develop the following public improvements indicated on Exhibit 6 Existing and Planned Open Spaces concurrently with the development of Parcel 19: a pedestrian walkway from East North Water Street to Ogden Slip and an extension of the Ogden Slip promenade to Lake Shore Drive. The pedestrian walkway from East North Water Street to Ogden Slip shall be developed with the same quality and character of amenities as the existing walkway from the River Esplanade to East North Water Street. The extension of the Ogden Slip promenade shall be developed with the same quality and character of amenities as the existing promenade adjacent to it. In the event that DuSable Park is developed before Parcel 19 is developed, the owner(s) of Parcel 19 shall construct and maintain a temporary pedestrian connection along the slip. These improvements shall consist of a paved (asphalt or better) pedestrian walkway, a minimum of 20

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feet in width. Metal railings shall be installed along either side of the pedestrian walkway near the slip edge and on the side adjacent to Parcel 19. The design of these improvements shall be subject to the approval of the Commissioner of Housing and Economic Development.

In addition, pedestrian access along Ogden Slip under Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The owner(s) of Parcel 19 shall be solely responsible for the cost of improvements underneath Lake Shore Drive, subject to approval of the State of Illinois to make such improvements. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the Ogden Slip promenade. However, if Parcel 19 should be developed before the construction of DuSable Park, then the owner(s) of Parcel 19 shall, at the time of application for superstructure Part II, place in escrow money equivalent to the cost of constructing such a connection, as determined by the Commissioner of the Department of Planning and Development, unless an agreement between the Developer of Parcel E.3 and the Chicago Park District as referenced in Statement No. 11(m) below provides otherwise.

All plans for these improvements shall be subject to detailed review and approval by the Department of Planning and Development before the issuance of any Part II approval letters.

- (k) All improvements to be constructed within this Planned Development for which Part II approval letters are issued after the March 29, 2006, date of City Council approval of the amended Planned Development shall comply with the Department of Housing and Economic Development Building Green/Green Roof Matrix and the owners shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in a manner generally consistent with the Leadership in Energy and Environmental Design Green Building Rating System (LEED). A dog-run shall be located within or adjacent to Sub-Parcel E.3. As a result of the architectural design of the tower to be constructed within Sub Parcel E.3, a green roof is not feasible.
- (l) Pursuant to the Affordable Housing provision of the City of Chicago Zoning Ordinance, title 17 Chapter 17-4-1004 et seq. ("Zoning Ordinance") Developer of Parcel E.3 has asked for an increase in the floor Area Ratio of the Property. The Developer of Parcel E.3 hereby acknowledges that according to Section 17-4-1004D of the Zoning Ordinance, the total floor area devoted to affordable housing units must equal at least 25% of the total increase in floor area allowed under the Affordable Housing Bonus or a cash payment must be made to the City of Chicago Affordable Housing

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Opportunity Fund based on the increase in allowable floor area x 80% of the median cost of land per buildable square foot. Based on Section 17-4-1004D the Developer of Parcel E.3 has agreed to provide a cash payment of the City of Chicago Affordable Housing Opportunity Fund in the amount of \$5,700,300.00. Prior to the issuance of permits, the Developer of Parcel E.3 will enter into an Affordable Housing Agreement with the Chicago Department of Housing or provide a letter of credit or other security device in an amount equal to the cash contribution. The Developer of Parcel E.3 must comply with all of the applicable Sections of the Affordable Housing Provision of the Zoning Ordinance which Sections are hereby incorporated into this Planned Development. The Affordable Housing Agreement required by Section 17-4-1004-E9 is also incorporated into this Planned Development.

Pursuant to the Off-Site Park and Open Space Contributions provision of the City of Chicago Zoning Ordinance, title 17 Chapter 17-4-1018 et seq., the Developer of Parcel E.3 has asked for an increase in the Floor Area Ratio of 2.16 FAR for the Property. The Developer of Parcel E.3 hereby acknowledges that according to Section 17-4-1018-C of the Zoning Ordinance, a cash payment must be made to the City of Chicago based on the increase in allowable floor area x 80% of the median cost of land per buildable square foot. Based on Section 17-4-1018-C, the Developer of Parcel E.3 has agreed to provide a cash payment to the City of Chicago in the amount of \$4,104,216.00. Prior to the issuance of permits, the Developer of Parcel E.3 will provide a letter of credit or other security device in an amount equal to the cash contribution. The Developer of Parcel E.3 must comply with all of the Sections of the Off-Site Park and Open Space contributions provisions of the Zoning Ordinance which Sections are hereby incorporated into this Planned Development. The Off-Site Park and Open Space contribution Agreement required by Section 17-4-1018-B3 is also incorporated into this Planned Development.

- (m) The Developer of Parcel E.3, the City of Chicago, and the Chicago Park District shall enter into an agreement relating, in part, to the responsibility for the design, funding and construction phasing of DuSable Park, the pedestrian connections to DuSable Park and the Lakefront Trail.
- (n) The improvements contemplated for Du Sable Park (Sub-Parcel E.1) must be substantially completed by the Developer of Parcel E.3 prior to the issuance of Certificate of Occupancy for any dwelling unit exceeding the three-hundredth (300th) dwelling unit constructed with Sub-Parcel E.3.

12. Publicly dedicated improvements, including streets, sidewalks, transit and open space amenities shall be designed, constructed and maintained in accordance with the exhibits

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described in Statement 2 hereof and the "Cityfront Center Internal Design Standards: Section I: dated September 12, 1986.

13. The property owner(s) adjacent to the Chicago River shall develop a continuous pedestrian esplanade along the Chicago River's edge. Completion of the esplanade will occur as follows:
- (a) The east right-of-way line of McClurg Court to the west right-of-way line of Lake Shore Drive shall be improved concurrently with development of adjacent parcels south of east North Water Street (Parcels 14, 16, and 18). In the event that DuSable Park is developed before Parcel 18 is developed, the owner(s) of Parcel 18 shall construct and maintain a temporary pedestrian connection along the river. These improvements shall consist of a paved (asphalt or better) pedestrian walkway, a minimum of 10 feet in width. Metal railings shall be installed along either side of the pedestrian walkway near the river's edge and on the side adjacent the development parcel. The design of these improvements shall be subject to the approval of the Commissioner of Planning and Development; and,
 - (b) The west right-of-way line of Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The owner(s) of Parcel 18 shall be solely responsible for improvements underneath Lake Shore Drive subject to approval of the State of Illinois to make such improvements. Such access shall be well lit, suitably paved, and finished so as to provide safe, attractive, and convenient access to the park from the river edge esplanade. However, if Parcel 18 should be developed before the construction of DuSable Park, then the owner(s) of Parcel 18 shall, at the time of application for superstructure Part II, place in escrow money equivalent to the cost of constructing such a connection, as determined by the Commissioner of the Department of Planning and Development, unless an agreement between the Developer of Parcel E.3 and the Chicago Park District as referenced in Statement No. 11(m) above provides otherwise.
14. The Open Space Plan attached hereto (Exhibit 6) calls for a new 70,000 square foot park on Peshtigo Court between Illinois Street and Grand Avenue. The owners of the adjacent development parcel (Parcel P21) shall be responsible for developing this new publicly-accessible park concurrently with Parcel 21. Permanent development of this park shall take place on top of an underground parking garage; however, should such development not be immediately feasible, a fully-appointed interim park shall be installed on the site until such time as the permanent park is constructed. This interim park shall be completed and open to the public by June 1, 2004, unless construction has started on permanent park and underground garage. The interim park may have an impermeable surface of asphalt or other material. The interim park is to be enclosed by a 5 foot decorative metal fence which is to be located in the approximate footprint of the Kraft building, except along N. Peshtigo Ct.

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where the fence is to be setback 12 feet from the west curb of N. Peshtigo Ct. The interim park is to be no less than 50,000 square feet in size and is to be covered by at least 75% with landscape materials which may be located in raised planter boxes and other containers. The interim park shall be open to the public from sunrise to sunset. Within 45 days of the adoption and publication by City Council of this amendment to the Planned Development, the owner of the interim park site shall provide to the Commissioner a site plan for the interim park which complies with the provisions of this statement. The owner of the property on which the interim park is located shall be responsible for the maintenance of the interim park. The Commissioner of Planning and Development must approve the site plan for either a permanent or a interim park. The Commissioner of Planning and Development must approve the site plan for a permanent park before Part II approval is granted for Parcel P21. The City will not issue a final certificate of occupancy for Parcel P21 unless construction has started on the permanent park in accord with an approved site plan. After August 1, 2008, all surface parking lots in Sub Area F shall be landscaped in accord with the Landscape Ordinance. All sidewalks in Sub Area F shall remain open and be maintained in good condition.

15. Traffic studies completed by developers and the City of Chicago project significant peak hour traffic volume increases on Illinois Street and Grand Avenue in particular as a result of new development. Some excess roadway capacity is available to handle this increased traffic, but a number of geometric, signal timing and parking control measures are recommended in addition to active transportation management in the Illinois-Grand corridor. Accordingly, no Part II submittal shall be approved without a firm agreement between the developer and the Chicago Department of Transportation regarding the timing and responsibility for any recommended traffic improvements described in Exhibit 8 hereof for streets adjoining the development site. Membership and participation in the Illinois-Grand Corridor Transportation Management Association shall also be required prior to the issuance of any Part II development approval.
16. Prior to the issuance by the Department of Housing and Development of a determination pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any development parcels within the Planned Development, other than alterations to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed development, including parking areas, shall be submitted to the Commissioner of the Department of Housing and Economic Development for approval. Review and approval of the site plan by the Commissioner is intended to assure that specific development proposals conform with the general design standards in Statement 11 and to ensure coordination of public improvements described in Statements 12 through 15 at an early stage. No Part II approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved by the Commissioner. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance. At least thirty (30) days prior to the filing of the Developer of Parcel E.3's request for Part II approval for the construction of the superstructure upon Sub-Parcel E.3, the Developer of Parcel E.3 Applicant shall submit a detailed Landscape Plan and

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Elevations for the Sub-Parcel E.3 property to the Department of Housing and Economic Development for review and approval.

Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Housing and Economic Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plan may be changed or modified pursuant to the minor change provisions of Section 17-13-0611 of the Chicago Zoning Ordinance.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) The boundaries of the Property;
- (2) The footprint of the improvements;
- (3) Location and dimensions of all loading berths;
- (4) Preliminary landscaping plan prepared by a landscape architect with final landscaping plan to be approved at Part II stage;
- (5) All pedestrian circulation routes;
- (6) The location of any adjacent public improvements;
- (7) A signage plan for any building where retail or theater uses would be present above the ground level;
- (8) Preliminary elevations of the improvements; and
- (9) Statistical information applicable to the Property limited to the following:
 - (a) Floor area and floor area ratio;
 - (b) Uses to be established;
 - (c) Building heights; and
 - (d) All setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

17. If any provision of this planned development amendment shall, to any extent, be invalid or unenforceable, the remainder of this planned development amendment shall not be affected

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thereby, and each provision of the planned development amendment shall be valid and enforceable to the fullest extent of the law.

18. The terms, conditions and exhibits of this Planned Development Ordinance or of an approved Site Plan may be modified administratively by the Commissioner of the Department of Housing and Economic Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Housing and Economic Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in the Planned Development and the purposes underlying the provisions hereof. Any such modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
19. It is in the public interest to design, construct and maintain the project in a manner; which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvement on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities (MOPD) to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
20. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of natural resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within the Property in a manner generally consistent with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Copies of these standards may be obtained from the Department of Planning and Development.
21. Unless substantial construction of the improvements contemplated within Sub-Parcel E.3 has commenced within six (6) years following adoption of this Planned Development on July 9, 2008, and unless completion is thereafter diligently pursued, then this Planned Development shall expire as it relates to Sub-Parcel E.3 and the zoning of Sub-Parcel E.3 of the Planned Development shall automatically revert to Residential-Business Planned Development No. 368, as amended on March 29, 2006. Unless substantial construction of the improvements contemplated within Sub-Parcels 7 and 7A has commenced within six (6) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire as it relates to Sub-Parcels 7 and 7A and the zoning of Sub-Parcels 7 and 7A of the Planned Development shall automatically revert to Residential-Business Planned Development No. 368, as amended on July 9, 2008.

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Exhibit I

Bulk Regulations and Data Table (Page 1 of 3)

Sub Area	Net Site Area See Note (1) Sq. Ft. Acres	Maximum Retail Sq Ft. (1000's)	Maximum Commercial Sq. Ft. (1000's)	Maximum Hotel Rooms	Maximum Dwelling Units	Maximum F.A.R.
A	<u>380,796</u> 8.74	540 See Note (5)	5,259	1,800	Permitted see Notes (2) & (3)	13.81 See Note (6)
B See Note (11)	<u>283,449</u> 6.2	40	2,482	2,000	474 See Note (8)	13.53 See Note (7)
C	<u>122,303</u> 2.81	140	850	540	630	12.72
D	<u>361,234</u> 8.29	170	500	0	2,350	8.60
E	<u>346,038</u> 7.94	110 See Note (9)	5 See Note (4)	0	1,200	6.83
E.1	<u>232,841</u> 5.34	0	5 See Note (4)	Not Permitted	Not Permitted	0.02
E.2	18,191.63 0.42	0	0	0	0	0
E.3	95,005 2.18	110 See Note (9)	0	0	1,200	25.00 See Note (10)
F	100,456 2.31	150	0	0	1,000	14.93
TOTAL	1,494,256 34.30	1,040	9,096	4,340	5,654 See Note (2)	11.03

Gross Site Area = Net Site Area: 1,494,256 sq. ft. (34.30 acres) plus area in or proposed to be in public right of way: 940,843 sq. ft. (21.60 acres) plus area in or proposed to be in public parks or open space: 369,127 sq. ft. (8.48 acres) = 2,804,226 sq. ft. (64.38 acres).

OFF STREET PARKING

BUSINESS USES

HOTEL USES

RESIDENTIAL USES

NON-ACCESSORY PARKING

(Allowed in Sub-area F only)

MINIMUM

1:5,000 sq. ft.

1:4 Rooms

55% d. u.

200 spaces

MAXIMUM

As determined by DPD in consultation with CDOT

500 spaces

OFF STREET LOADING: Per DX-12 requirements

MINIMUM PERIPHERAL SETBACKS: Sufficient to allow for street trees and pedestrian walkways
(min 12'- 6" from building to curb face)

MINIMUM UPPER LEVEL SETBACKS: 40' from Lake Shore Drive at level of Upper Lake Shore Drive

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Exhibit 1

Bulk Regulations and Data Table (Page 2 of 3)

Note (1):	For the purpose of this Planned Development "Net Site Area" shall equal the entire land area (at Plaza Level where such is established, and otherwise at grade) within the boundaries of the planned development, less the area now dedicated or proposed to be dedicated to public use.
Note (2):	Dwelling units shall be permitted in Sub-Area A of this Planned Development subject to the provisions of the DX-16, Downtown Mixed-Use district classification. Any such units so built will not affect the total of 5,654 dwelling units permitted in Sub-areas B, C, D, E and F dwelling units are permitted below the second floor in all sub-areas except Sub-Area E.
Note (3):	For purposes of exchange of uses, a hotel room shall be equal to 0.5 dwelling units. This permissible number of hotel rooms within the planned development shall not exceed 4,340 rooms. Ballrooms, meeting rooms, exhibition space, restaurant facilities and hotel-associated retail shall be deemed "accessory hotel uses" and shall be charged against commercial uses.
Note (4):	Although Sub-Area E (DuSable Park) has been dedicated to public park uses, it is included in net Site Area because a maximum of 5,000 square feet of park and recreation-related floor area may be constructed within its boundaries.
Note (5):	Assumes 410,000 square feet allocated to development parcels P4 and P5 and the remaining 130,000 square feet allocated to remaining development parcels within Sub-Area A.
Note (6):	Assumes floor area allocated to existing buildings as follows: 401 North Michigan (760,241 s.f.), University of Chicago Gleacher Center (240,000 s.f.), NBC Tower (912,000 s.f.); and to future development parcels as follows: P1 (776,250 s.f.), P3 (970,000 s.f.) and P4/P5 (1,600,000 s.f.).
Note (7):	Assumes floor area allocated to existing Sheraton Hotel at 860,379 s.f. and 497,634 s.f. allocated to Parcel 8 pursuant to a Part II Approval dated August 19, 2008 and 847,290 s.f. allocated, via this May 24, 2012 amendment, to parcels P7 and P7A..
Note (8):	For purposes of exchange of uses, a hotel room shall be equal to 0.5 dwelling units above the 400 permitted. The permissible number of hotel rooms within the planned development shall not exceed 4,340 rooms. Ballrooms, meeting rooms, exhibition space, restaurant facilities and hotel-associated retail shall be deemed "accessory hotel uses" and shall be charged against commercial uses. Accessory hotel uses on Parcels P7, P7A, and P8 combined shall not exceed 50,000 square feet.
Note (9):	Residential support services, physical fitness/indoor recreation center, and small venue theater (for building residents only) are expressly permitted in Sub-area E.3.
APPLICANT: New Water Park LLC	
DATE: May 24, 2012	

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Exhibit 1

Bulk Regulations and Data Table

(Page 3 of 3)

Note (10): FAR Bonus Calculations
Sub-Area E.3 (Parcels P 18 and P 19, combined)
Net Site Area = 95,005 square feet

Base FAR	10.00
Downtown Affordable Housing Zoning Bonus	3.00 (a)
Offsite contribution to DuSable Park	2.16 (b)
Public Plazas	5.44 (c)
Chicago Riverwalk	0.40 (d)
Water Features	1.00 (e)
<u>Underground Parking and Loading</u>	<u>3.00 (f)</u>
Total FAR	25.00

- a) Based on a contribution of \$5,700,300.00 to the city of Chicago Affordable Housing Opportunity Fund.
- b) Based on a contribution of \$4,104,216.00 to City of Chicago for Off-Site Park Improvements (to DuSable Park).
- c) Based on the provision of 51,730 square feet of on-site public plaza.
- d) Based on the provision of improvements to 3,300 square feet at off-site open spaces.
- e) Based on the provision of 48,669 square feet of water features in on-site public open spaces.
- f) Based on the provision of 171 underground parking spaces on Lower Levels 1 and 2, at least 265 underground parking spaces on Lower Level 3 and lower, and 7 underground loading docks on lower level.

Note (11): Bulk Regulations and Data Table
Sub-Area B (Parcels 7 & 7A)
Net Site Area = 68,385 square feet

Maximum Floor Area Ratio (FAR):	12.39
Maximum Percentage of Land Coverage:	Per Site Plans
Maximum Number of Dwelling Units:	398
Maximum Number of Hotel Keys:	400
Maximum Number of Off-Street Parking Spaces (Residential):	219
Maximum Number of Off-Street Parking Spaces (Hotel):	11
Minimum Number of Bike Parking Spaces:	50
Minimum Periphery Setbacks:	Per Site Plans
Maximum Building Height:	590' (plus 45' for mechanical penthouse, roof mechanical units, roof access stairs, architectural elements and similar appurtenances)
Minimum Number of Off-Street Loading Berths, Residential:	2 (10' x 25') spaces
Minimum Number of Off-Street Loading Berths, Hotel:	2 (10' x 25') spaces

APPLICANT: New Water Park LLC

DATE: May 24, 2012

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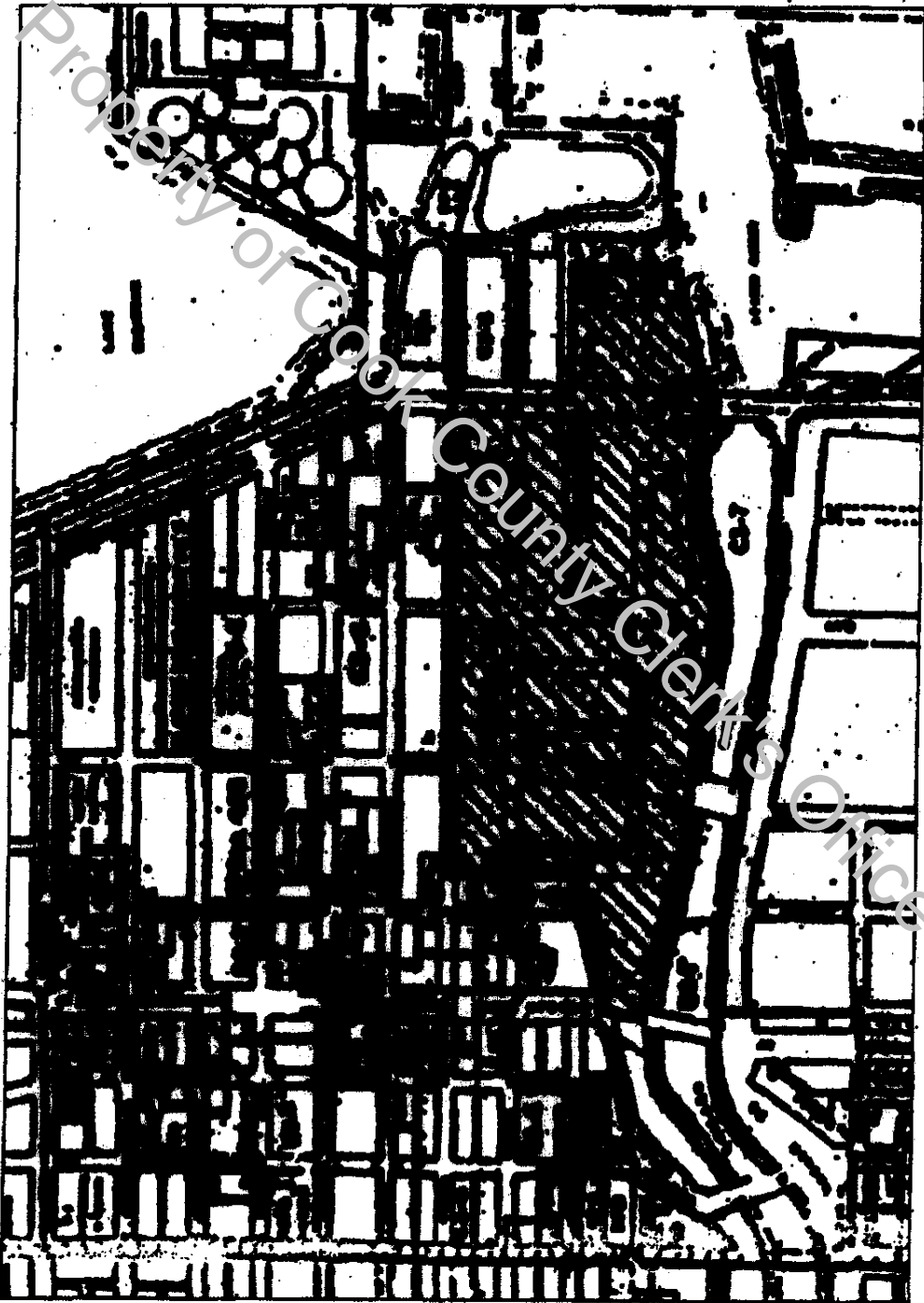
33382

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Exhibit 2.

Planned Development Number 368, As Amended.



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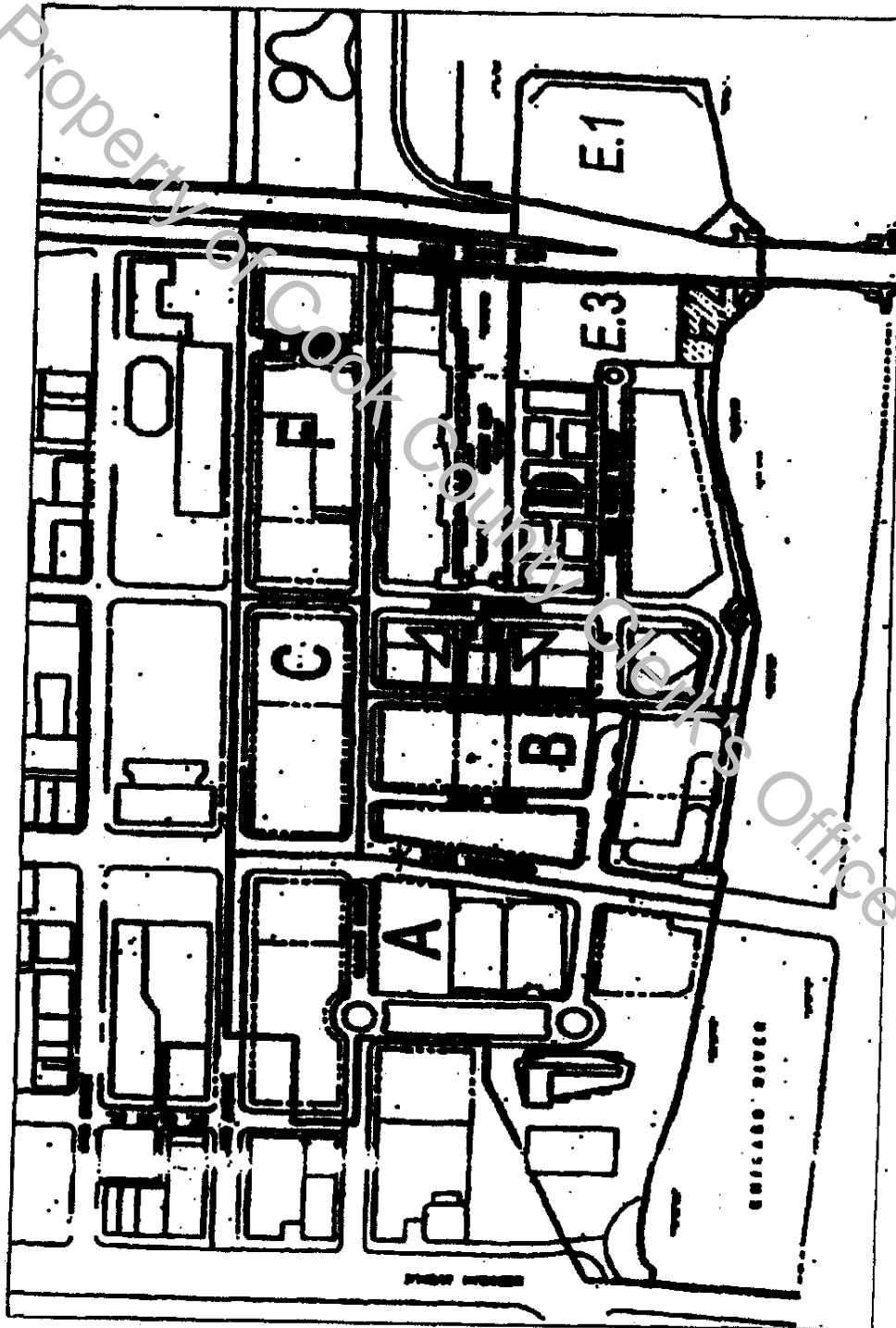
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Exhibit 3.

Planned Development Boundary And Subarea Map.



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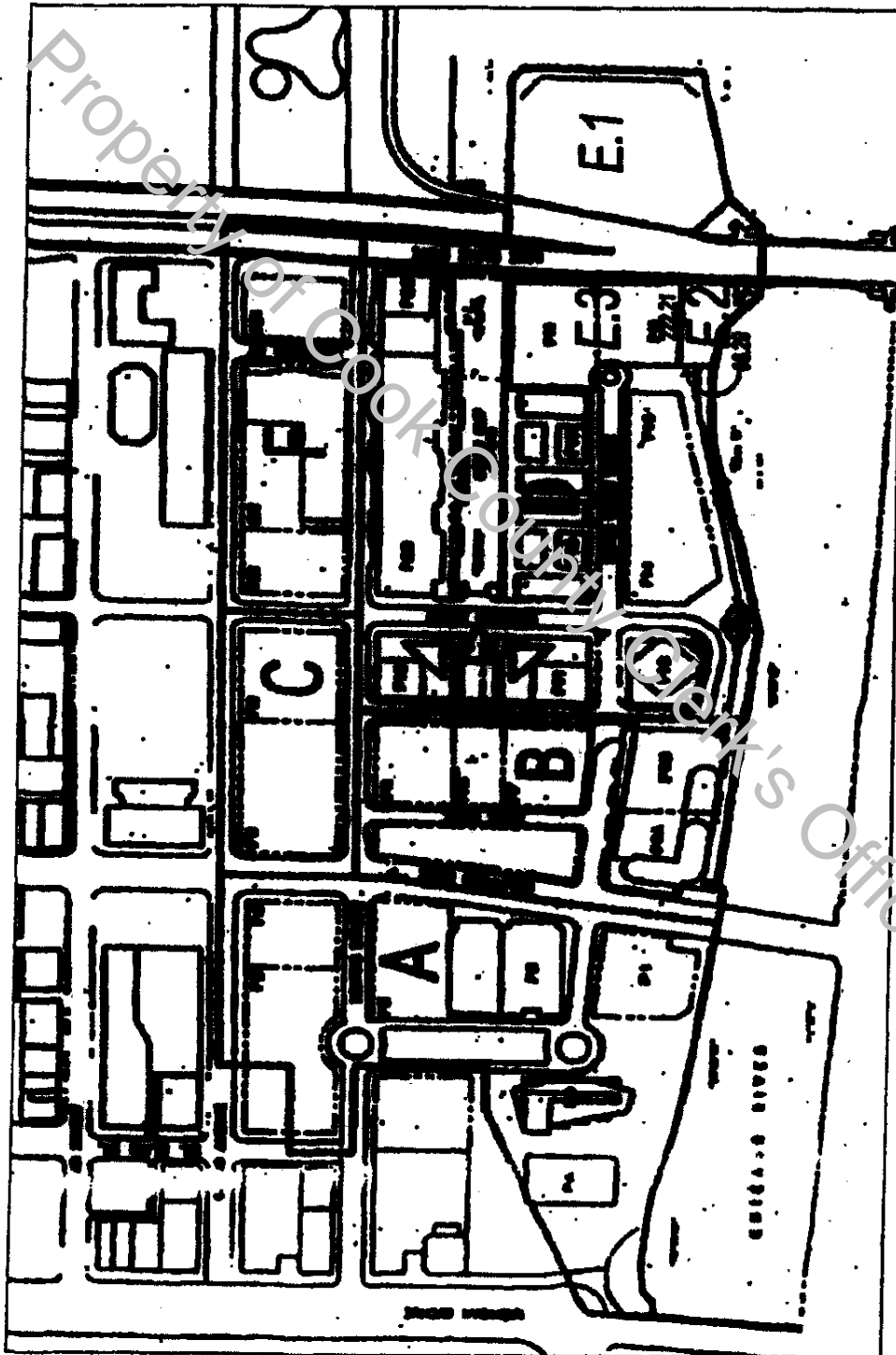
33384

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Exhibit 4.

Planned Development Parcels Map.



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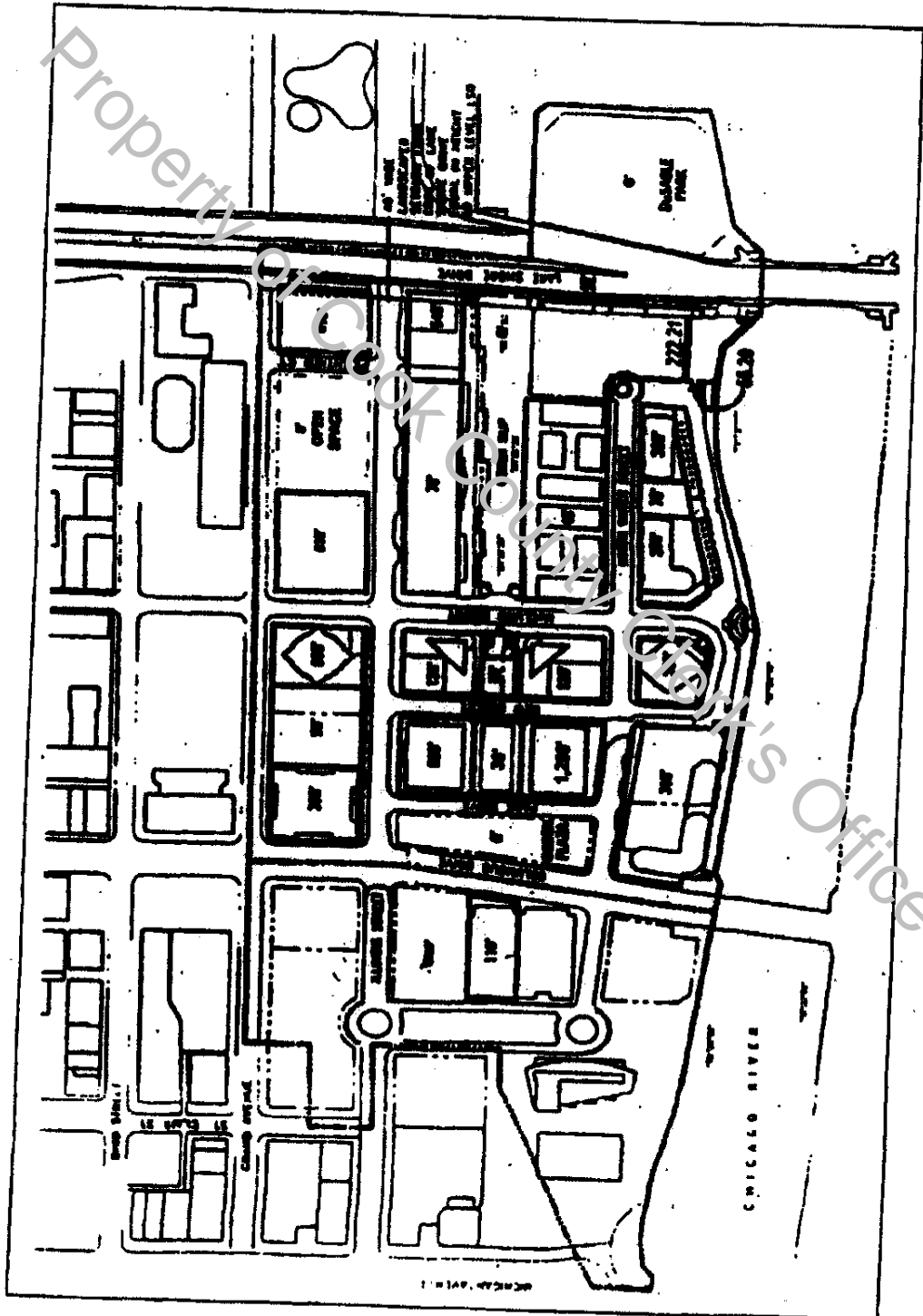
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Exhibit 5.

Maximum Height Zones.



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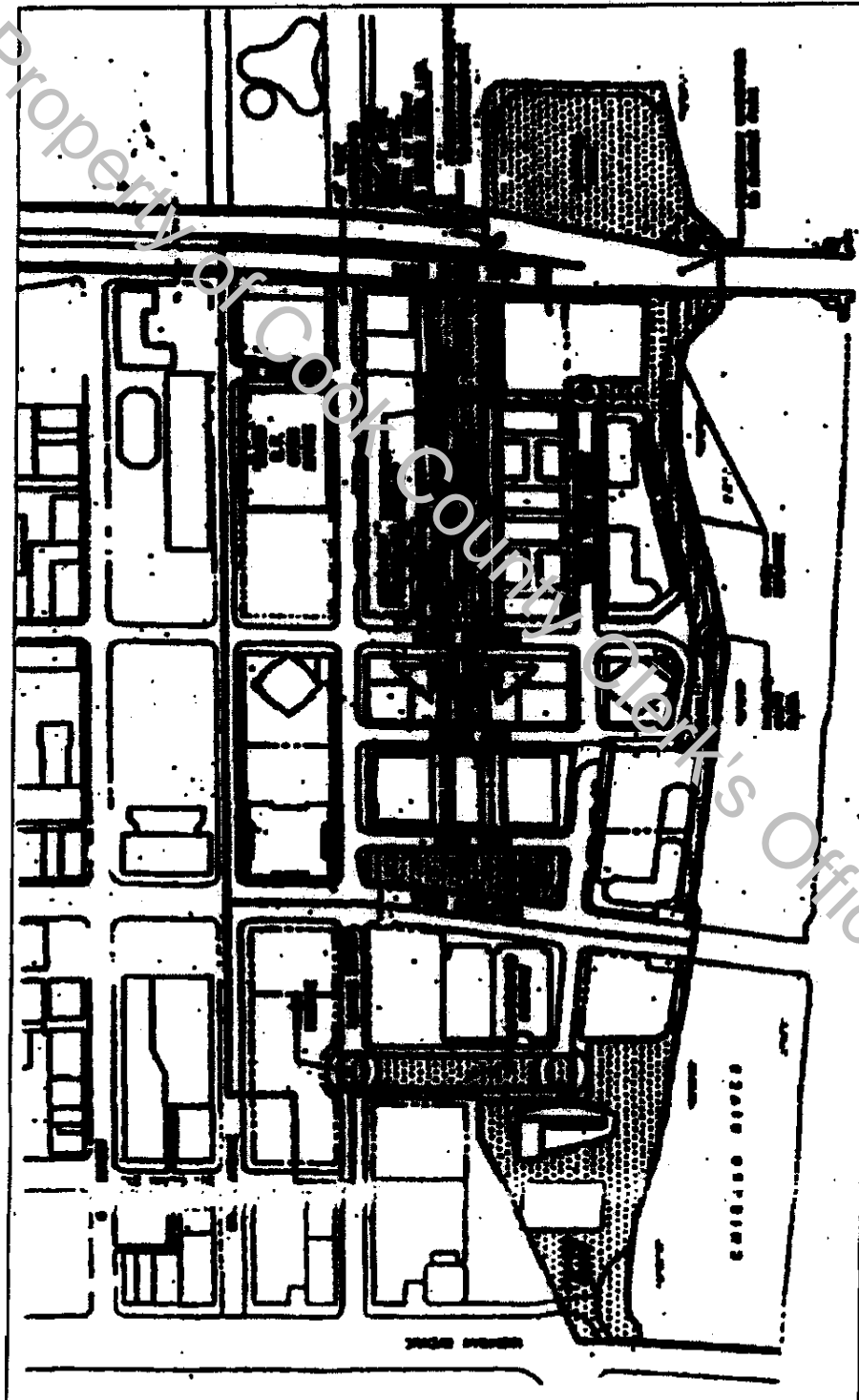
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Exhibit 6.

Existing And Planned Open Spaces.



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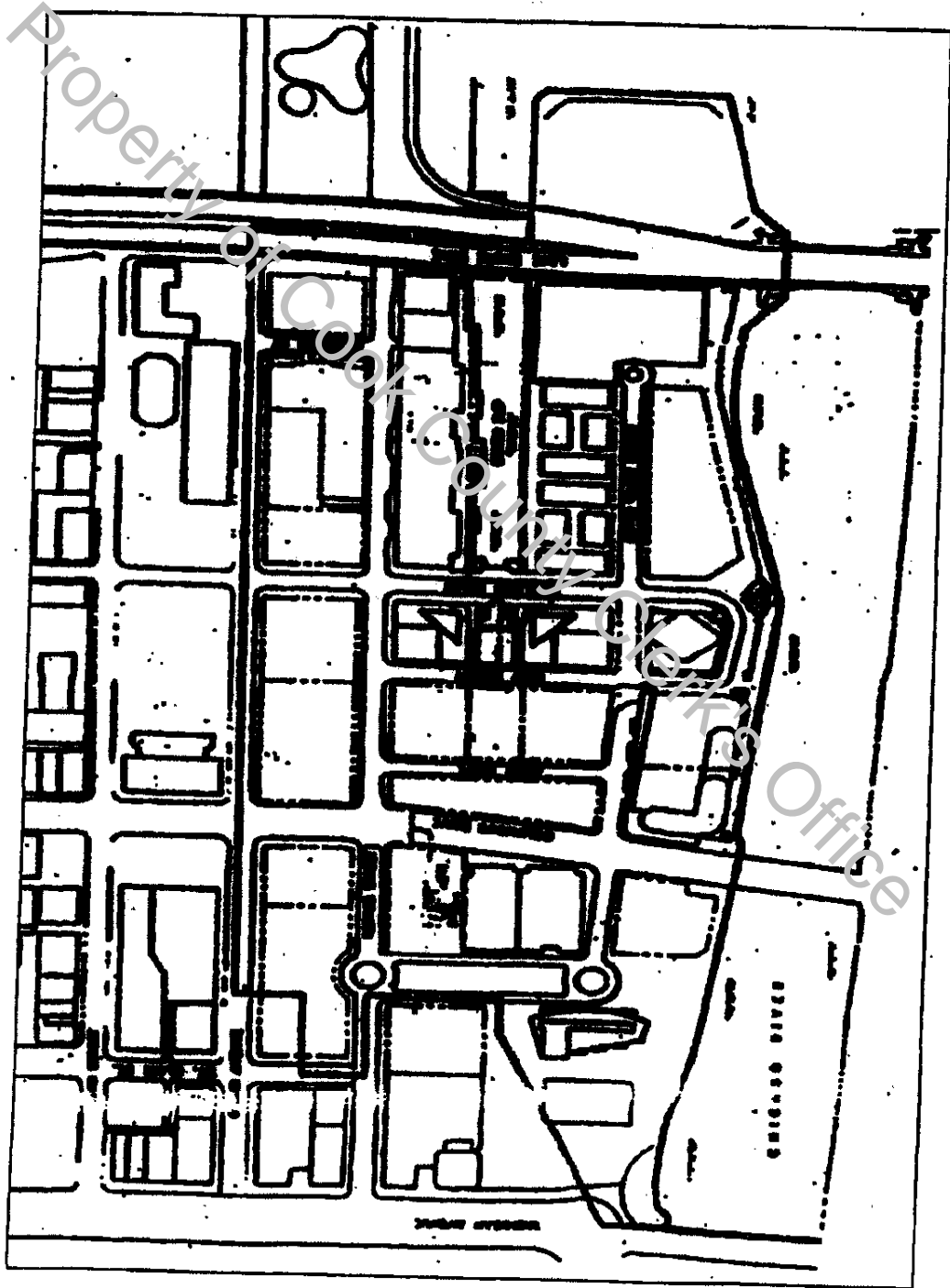
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Exhibit 7.

Pattern Of Vehicular Roadways.



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Exhibit 8.

Recommended Traffic Improvements.
(Page 1 of 3)

The following is a summary prepared by the Chicago Department of Transportation of the traffic impacts and proposed mitigation efforts for the River East, Grand Pier and North Bridge developments along the Illinois-Grand corridor, as described in traffic studies prepared by traffic consultants for the developers and the City (KLOA) and Barton-Aschman, respectively):

General Impacts: The three developments will generate roughly 3000 trips (1600 inbound and 1400 outbound) during the PM peak hour. About 1350 trips (750 inbound, 600 outbound) will be generated during AM peak hour.

There will be traffic volume increases on Illinois and Grand, between State Street and Lake Shore Drive, of roughly 500 to 700 vehicles per hour during the PM peak hour. During the AM peak hour, traffic volume will increase on Illinois and Grand by roughly 200 to 300 vehicles per hour. Existing peak volumes on Illinois and Grand range between 1000 and 1500 vehicles per hour; with these developments, volumes would range between 1500 and 2000 vehicles per hour.

Some excess capacity is available to handle this increased demand, but a number of geometric, signal timing, and parking control measures are recommended to further accommodate this increase in traffic.

Geometric and Signal Operations Improvements: In order to increase overall intersection capacity and address heavy traffic circulation demand, it is proposed to widen McClurg Court between Illinois and Grand to provide double left turn lanes northbound at Grand and southbound at Illinois. McClurg would be further widened on the west side to provide a drop-off lane at the proposed residential building.

It is also proposed to widen McClurg between Ohio and Grand to provide separate southbound right turn and through traffic lanes, and to provide a smoother northbound alignment through the Grand Avenue intersection. The right-of-way for this widening would need to be obtained from the adjacent property owners.

The traffic signals at McClurg-Grand and McClurg-Illinois would be modified to accommodate the street widening and to provide left turn arrow signal indications for northbound traffic at Grand and southbound traffic at Illinois.

On Grand Avenue at State Street, the CTA subway entrances at the northeast and northwest corners will be relocated out of the Grand Avenue right-of-way. This will allow the widening of Grand Avenue at this intersection to provide four westbound lanes compared with the three lanes currently available at this "bottleneck" location.

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Exhibit 8.

Recommended Traffic Improvements.
(Page 2 of 3)

Restriping of various street segments is proposed in an effort to make more efficient use of pavement space and increase traffic capacity. Striping of left turn lanes, where appropriate, would be done on State, Wabash, and Rush at their intersections with Illinois, Grand, Ohio, and Ontario. Illinois would be restriped at Columbus to provide three through lanes, and separate left turn and right turn lanes.

Parking Controls: Most on-street parking generally will need to be eliminated on Illinois and Grand from State Street to Lake Shore Drive in order to provide additional traffic capacity or to make the curb lane available for various pickup/drop-off activities. Sufficient off-street parking, provided as part of these developments, is intended to satisfy the demand for parking in the corridor.

It is proposed to eliminate parking on Illinois Street from State Street to Michigan Avenue in order to provide three eastbound traffic lanes, compared with the two existing lanes. This increase in traffic capacity is needed to handle the increased demand on this segment of Illinois Street.

It is proposed to eliminate parking on the south side of Grand Avenue east of Columbus Drive to provide a separate left turn lane on Grand at the approach to the Columbus Drive signal. This would increase the through traffic capacity by removing the turning movements from the adjacent through traffic lane.

Parking would also be eliminated on both sides of Grand Avenue east of 150 Clark Court, in order to provide separate left turn and right turn lanes on the approach to the traffic signal. Again, traffic capacity would be increased by segregating the through and turning traffic movements.

The elimination of parking is also proposed on the south side of Ontario at Fairbanks in order to provide a westbound left turn lane on Ontario. The striping of an optional through-left lane was also recommended as a further capacity improvement, although conflicts between turning vehicles and pedestrians in the south crosswalk will require further analysis.

Transportation Management: Active traffic management in the corridor will be undertaken by the Transportation Management Association which has been established. The TMA will meet to exchange information of traffic operations needs and problems, with changing development conditions, construction activities, special events, and other factors which may affect transportation in the corridor. Various City agencies, including CDOT, Planning, Police, Streets and Sanitation, and the CTA, will coordinate efforts with corridor property managers to address evolving transportation demands.

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Exhibit 8.

Strict enforcement of existing and proposed parking restrictions will be necessary to ensure that street space needed for traffic capacity is available. Of particular concern is the need to keep Illinois clear, east of Columbus; Grand Avenue, west of Michigan; Ohio Street, west of Michigan; and Ontario Street, west of St. Clair.

Improved public transit serve as appropriate to serve the needs of the corridor will be developed. CDOT and TMA will be reviewing service needs and developing strategies for best providing public transportation, whether through modifications of CTA service or additional shuttle bus operations.

Site Specific Improvements:

Parcels 4 and 5: the proposed lower level loading dock layout requires a number of traffic control measures in order to mitigate the potential effect on Illinois Street traffic. These measures include prohibition of curbside loading, provision of a dock master during loading dock hours, limitation on loading dock hours to prohibit backing maneuvers between 7 a.m. and 9 a.m. and between 4 p.m. and 7 p.m., Monday through Friday, and implementation of loading dock control as part of an overall Traffic Management Plan to be implemented by the Illinois-Grand Corridor Transportation Management Association.

Parcels P7, P7A, and P8: There should be no curb cuts on Illinois Street. Curb cuts providing access to loading docks should be located only on Lower North Water Street or New Street.

Parcels P9 and P13: The increase in hotel development along Columbus Drive between Grand Avenue and Illinois Street and along Park Drive between Illinois and North Water Streets will concentrate taxi and other traffic movement in this area. Signing and striping is needed to prevent traffic from driving across Illinois Street in order to access Park Drive rather than turning left onto eastbound Illinois Street. Vaulted sidewalks are also indicated in the public way on both Grand and Illinois. Although vaulted sidewalks are not generally recommended, they are acceptable in this instance to allow for the placement of parking underground.

Parcels P14 and P16: The vacation of River Drive east of McClurg may result in hundreds of residential units being accessed from a signal cul-de-sac street, North Water Street east of McClurg. The sewer on North Water is seven to eight feet below the pavement, and reconstruction at some time in the future, or any other significant utility maintenance, could severely restrict access these residences. Widening of North Water to 44 feet from its existing 40-foot width is recommended in order to provide more flexibility to maintain two-way traffic in the event of any future construction activities.

The Kraft Building Site: There is no objection to vacating Peshtigo Court in the future. If Peshtigo Court is eliminated and another north-south street is added, its location must be checked with respect to the location of the drop off lanes on Illinois at North Pier terminal. If Peshtigo Court is retained, adding another north-south street between Peshtigo and McClurg is not recommended.

Parcels P18 and P19: ADA accessibility of any pedestrian bridge which may be built across Ogden Slip should be reviewed.

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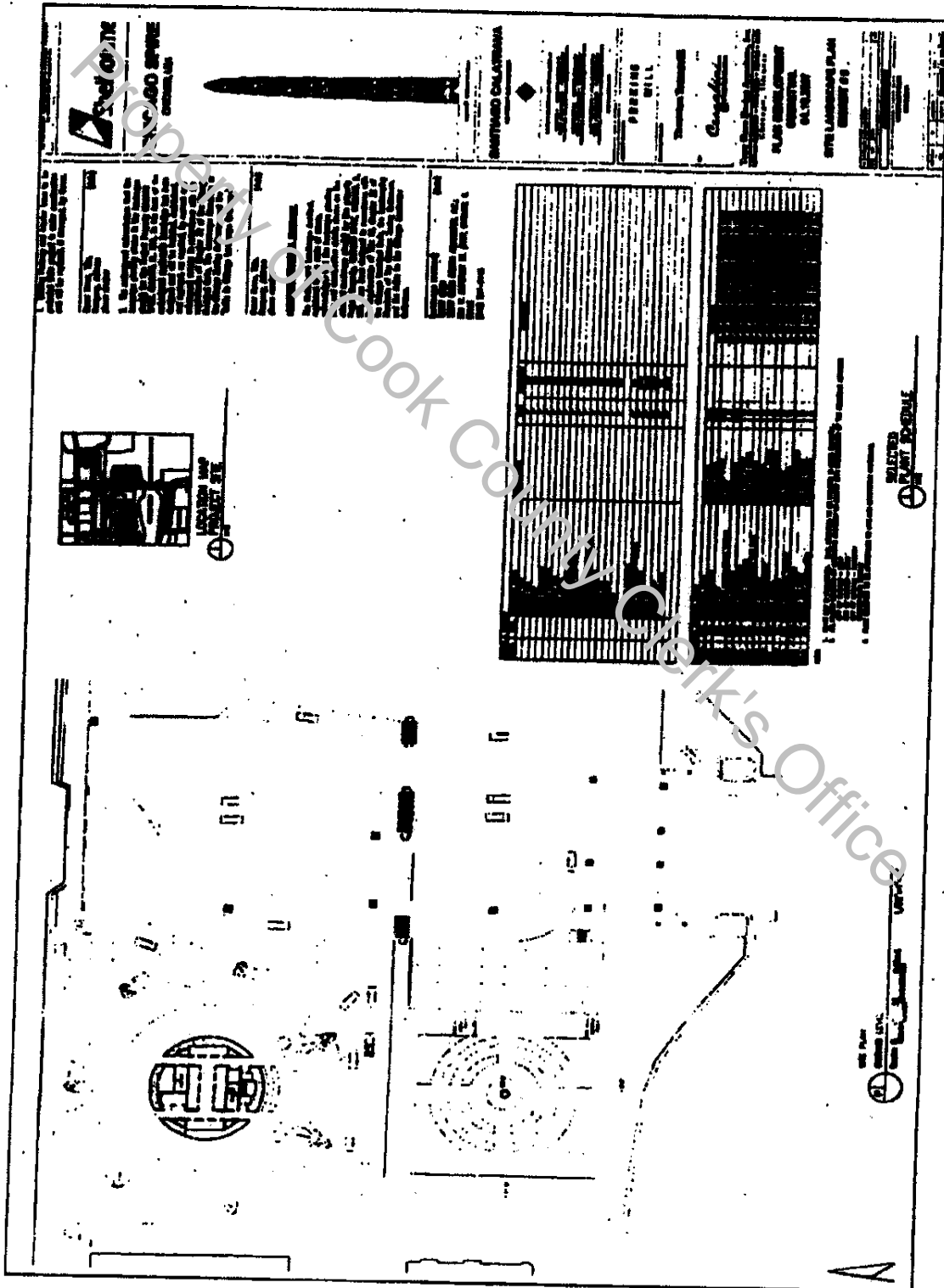
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Exhibit 9.

Site Landscape Plan.



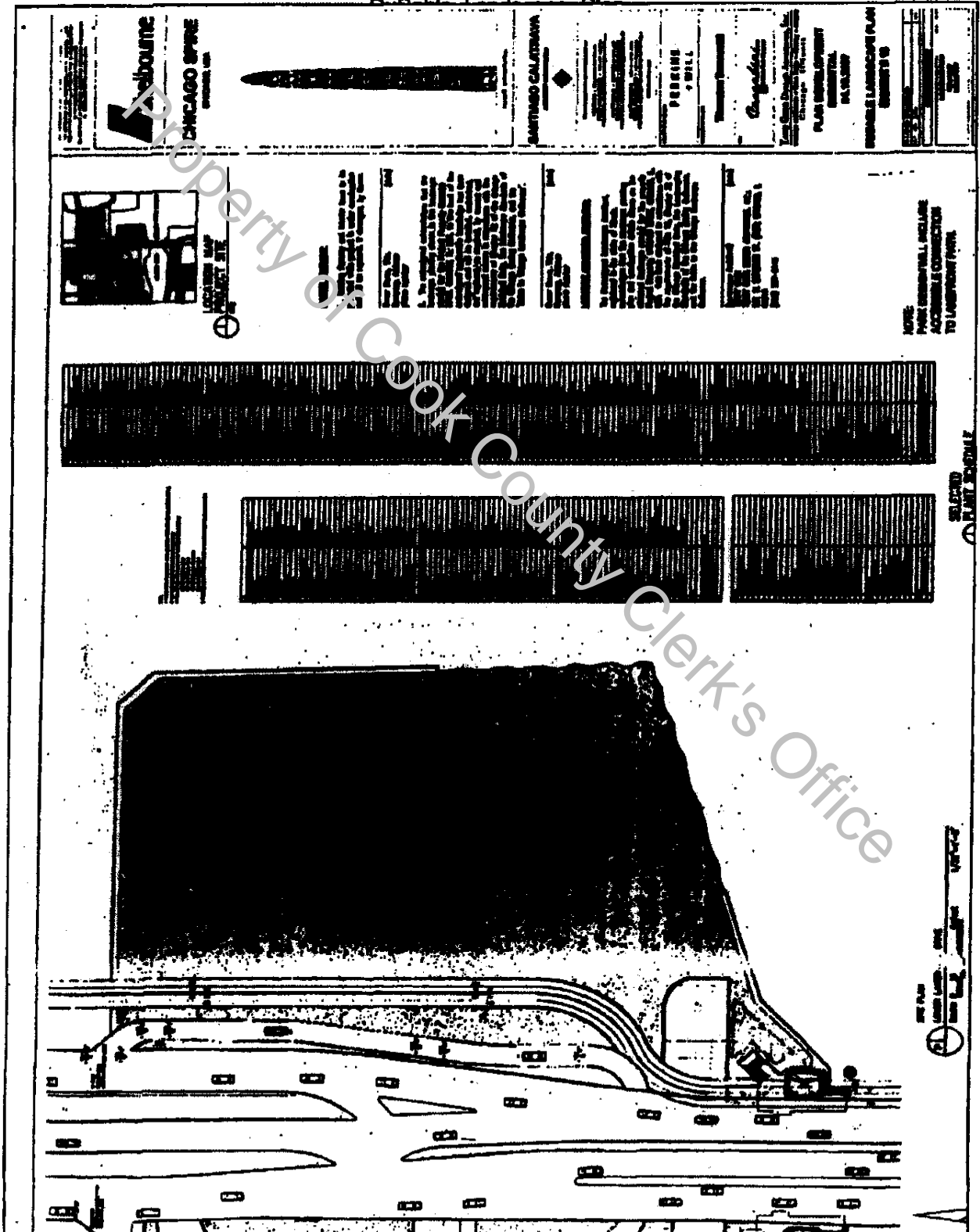
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Exhibit 10.



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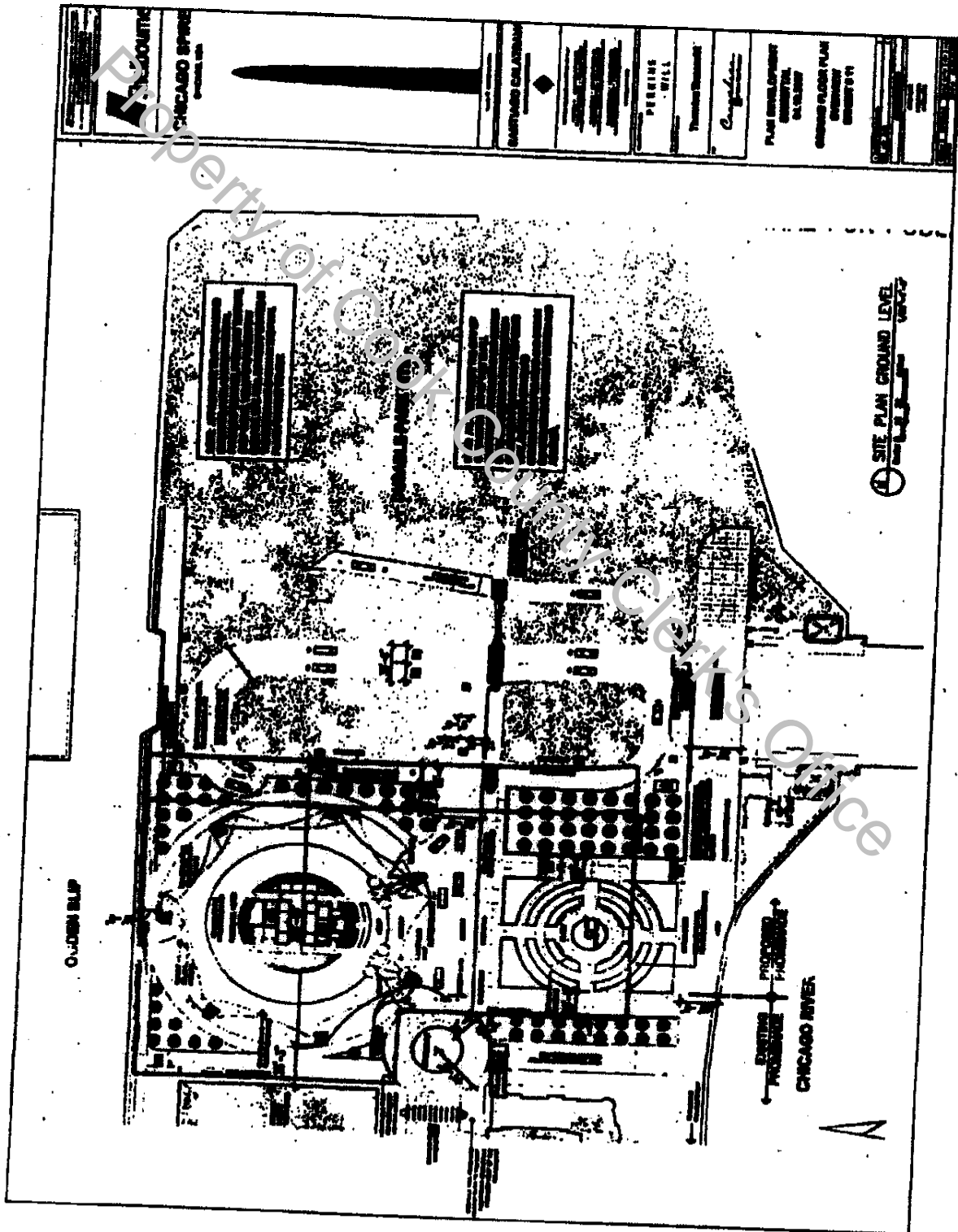
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Exhibit 11.

Ground Floor Plan.



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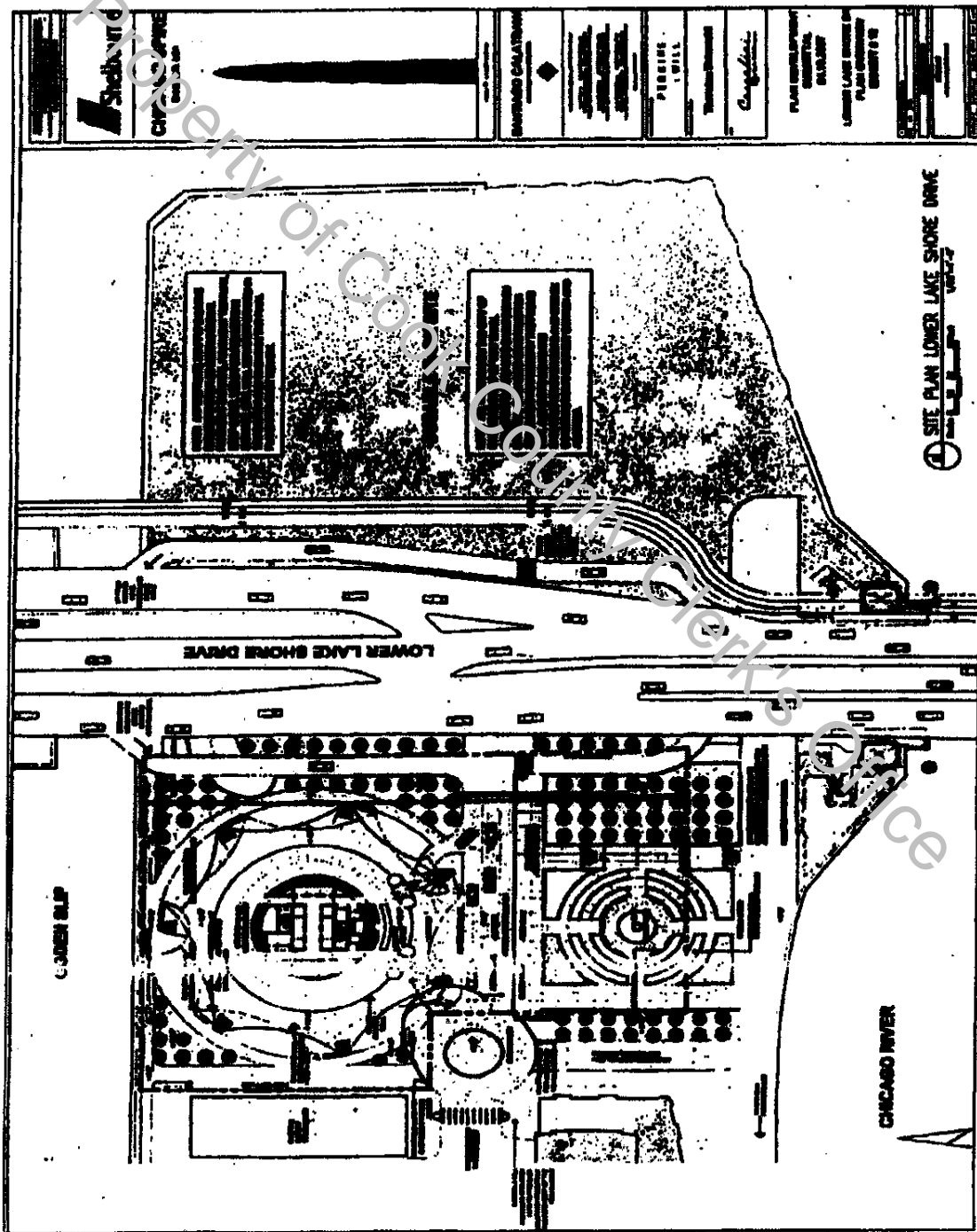
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Exhibit 12.

Lower Lake Shore Drive Plan Overview.



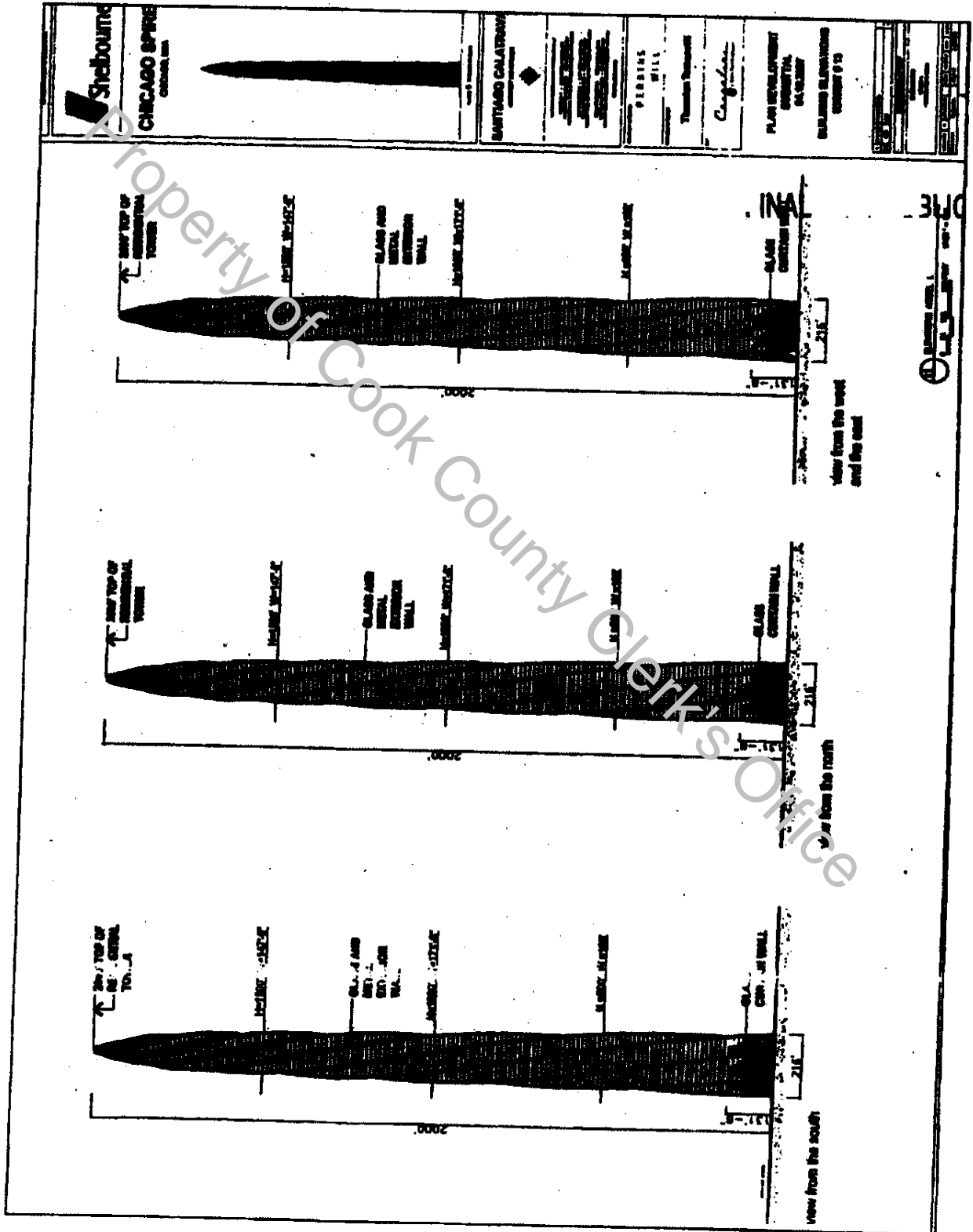
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Exhibit 13.



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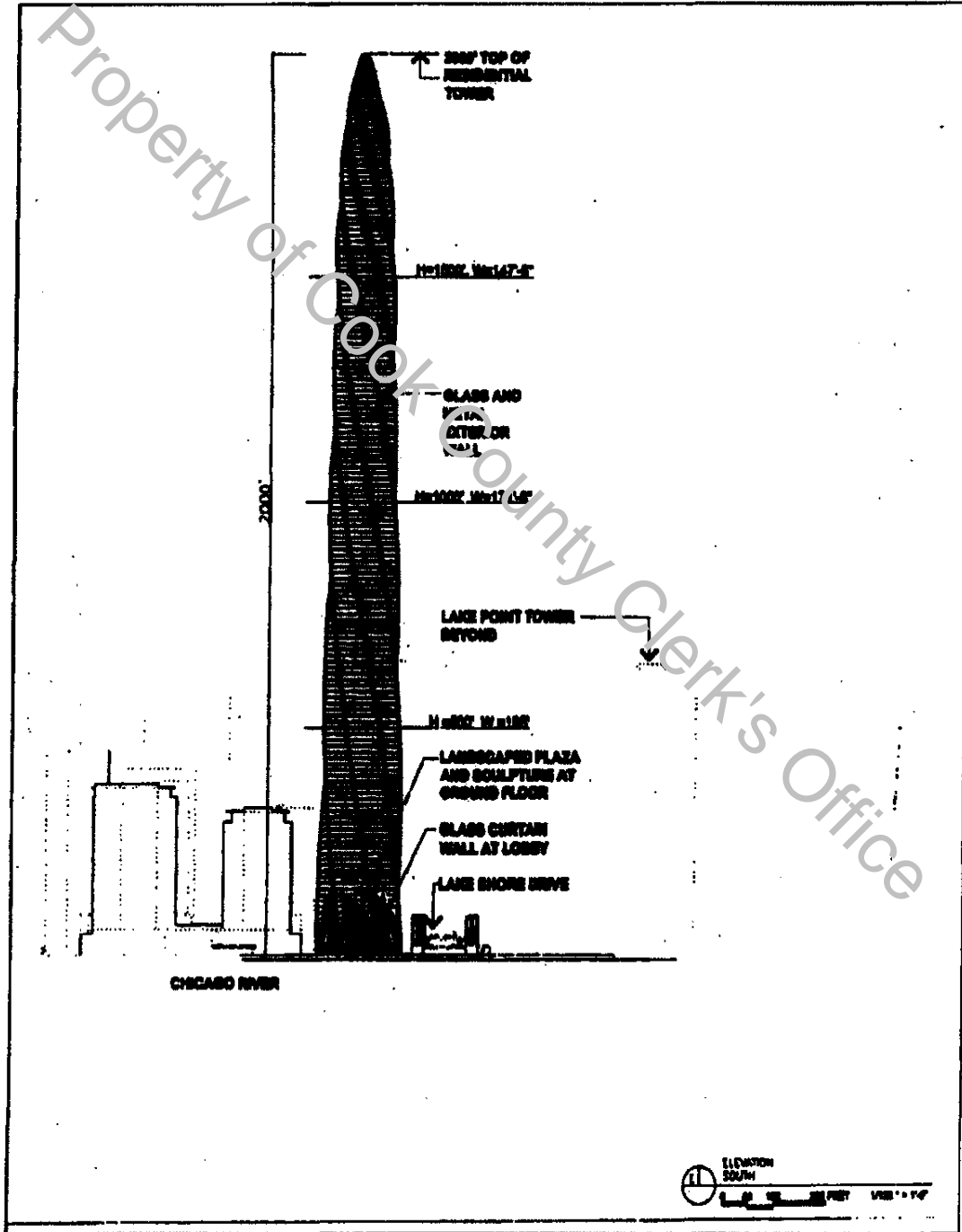
33396

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Exhibit 14.

South Building Elevations.



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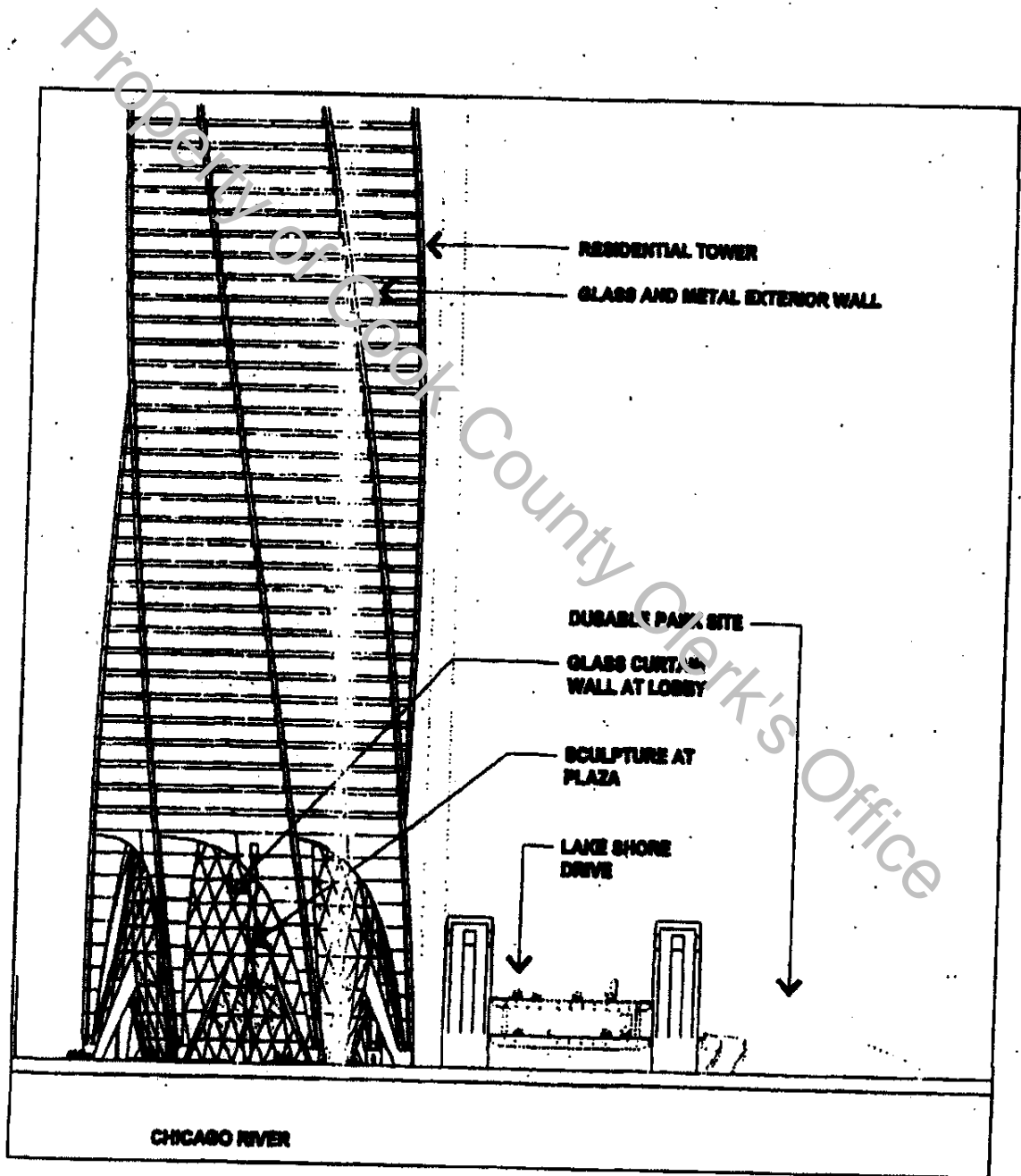
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Exhibit 15.

Partial Enlarged South Elevation.



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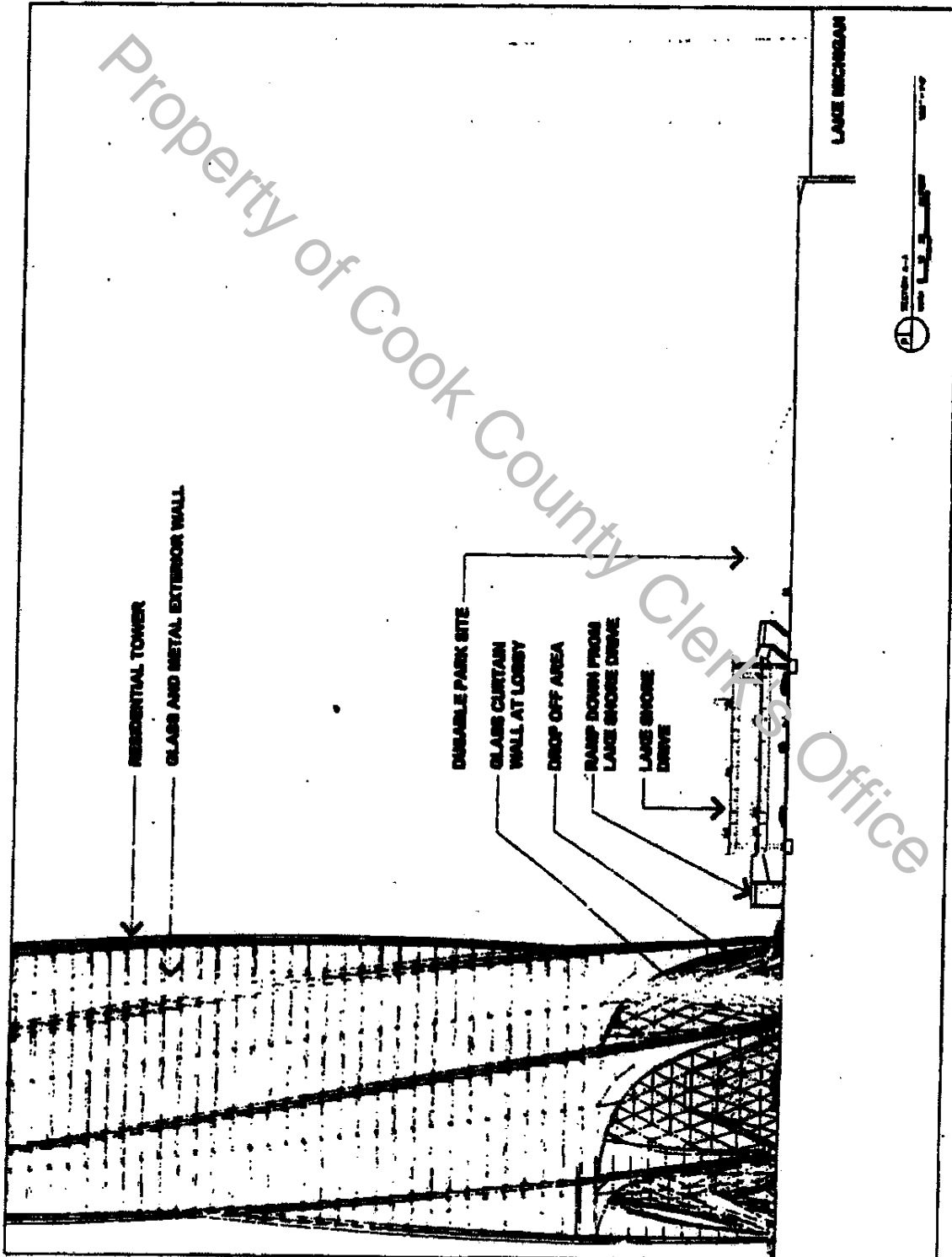
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Exhibit 16.

Partial East/West Site Section.



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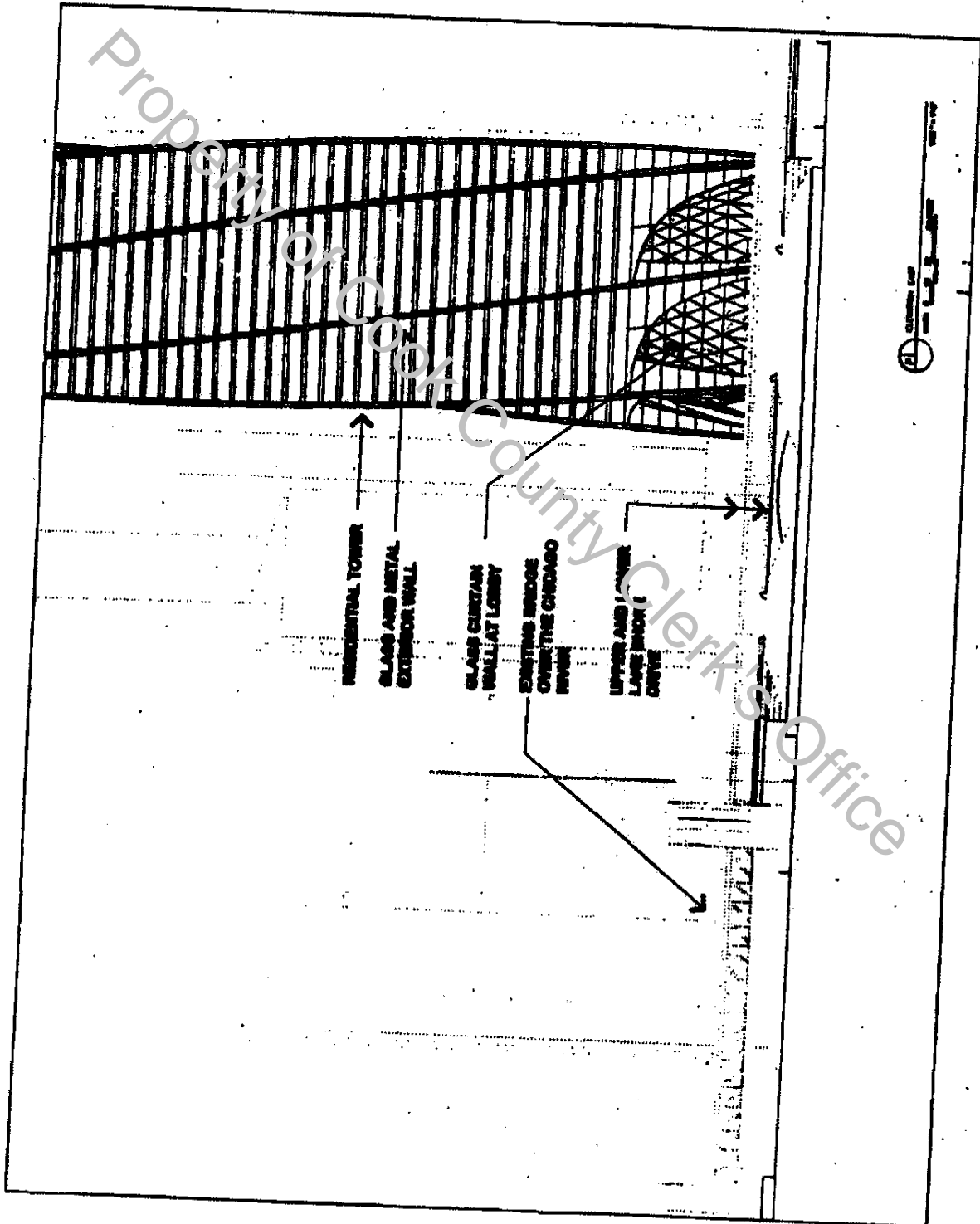
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33399

Exhibit 17.

Partial Enlarged East Elevation.



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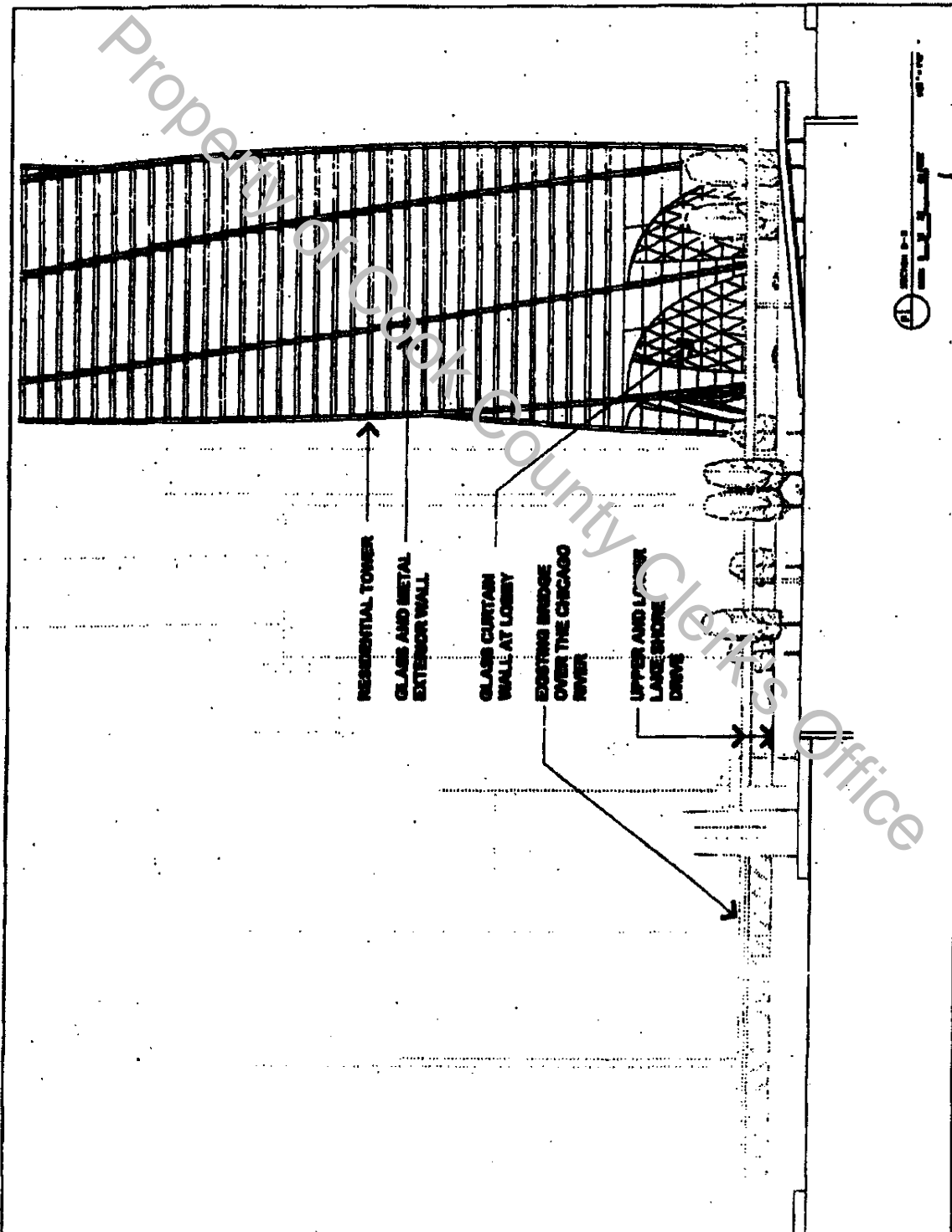
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Exhibit 18.

North/South Site Section At Lake Shore Drive.



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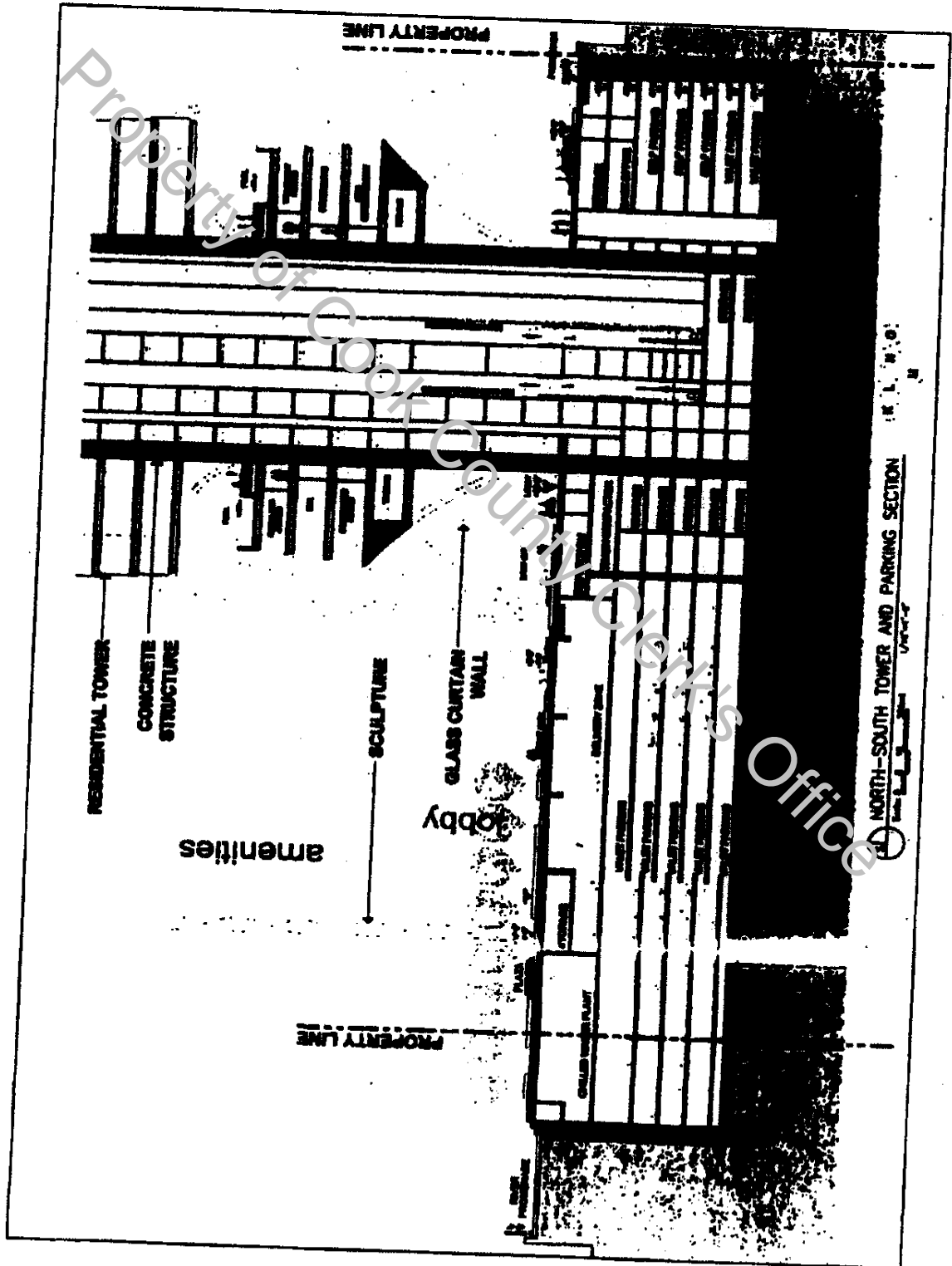
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Exhibit 19.

North/South Tower And Parking Section.



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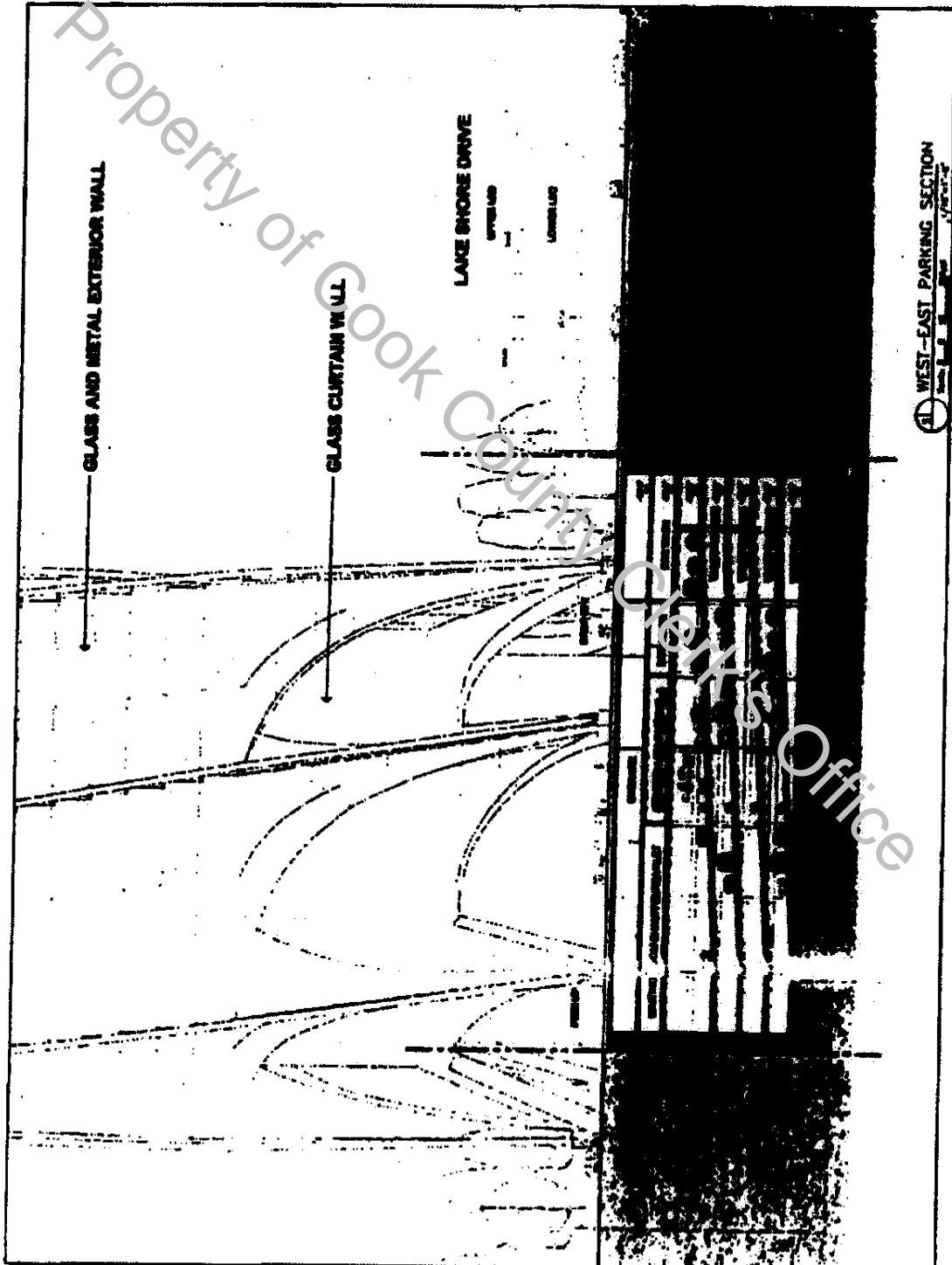
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Exhibit 20.

East/West Parking Section.



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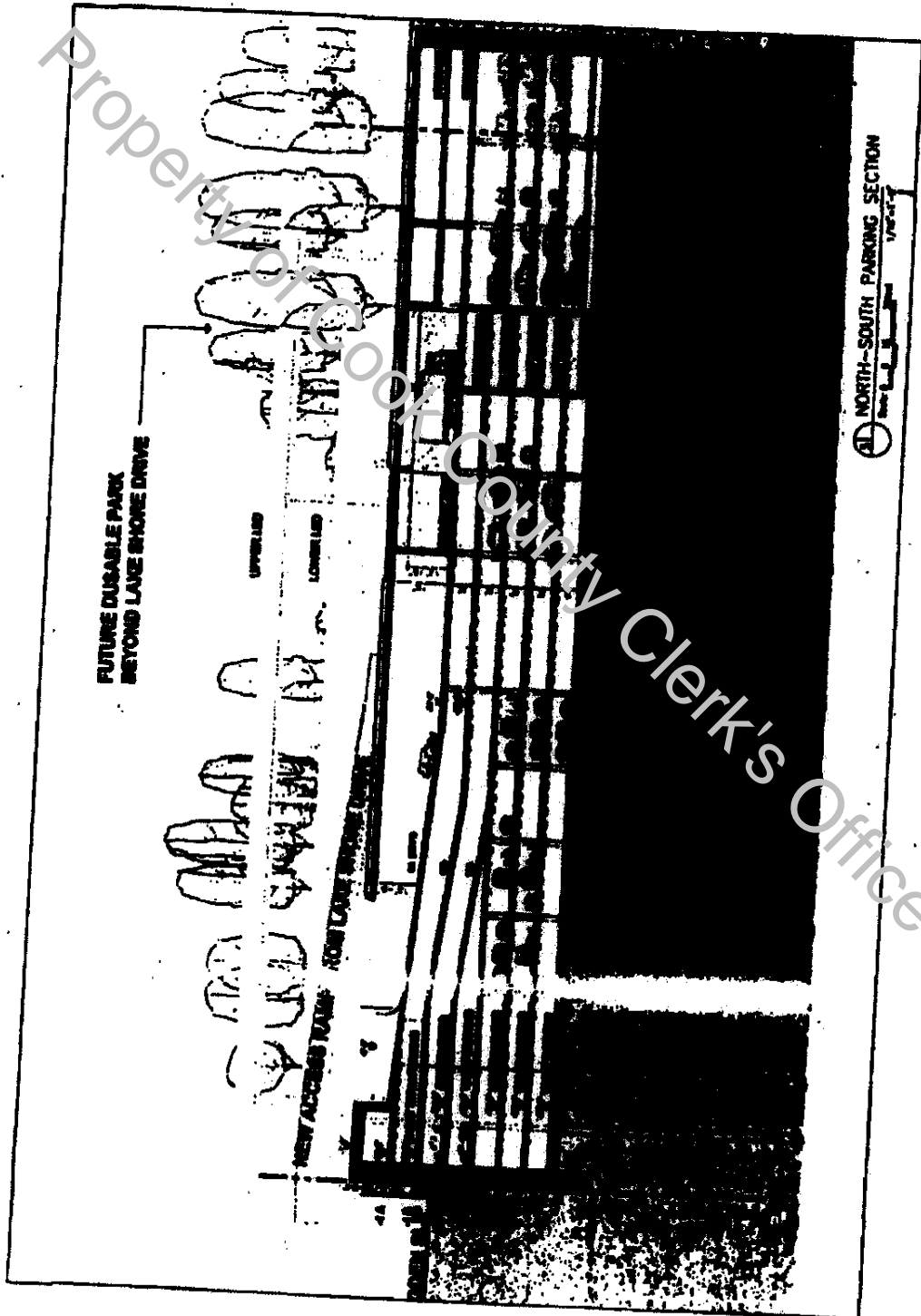
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Exhibit 21.

North/South Overview Section.



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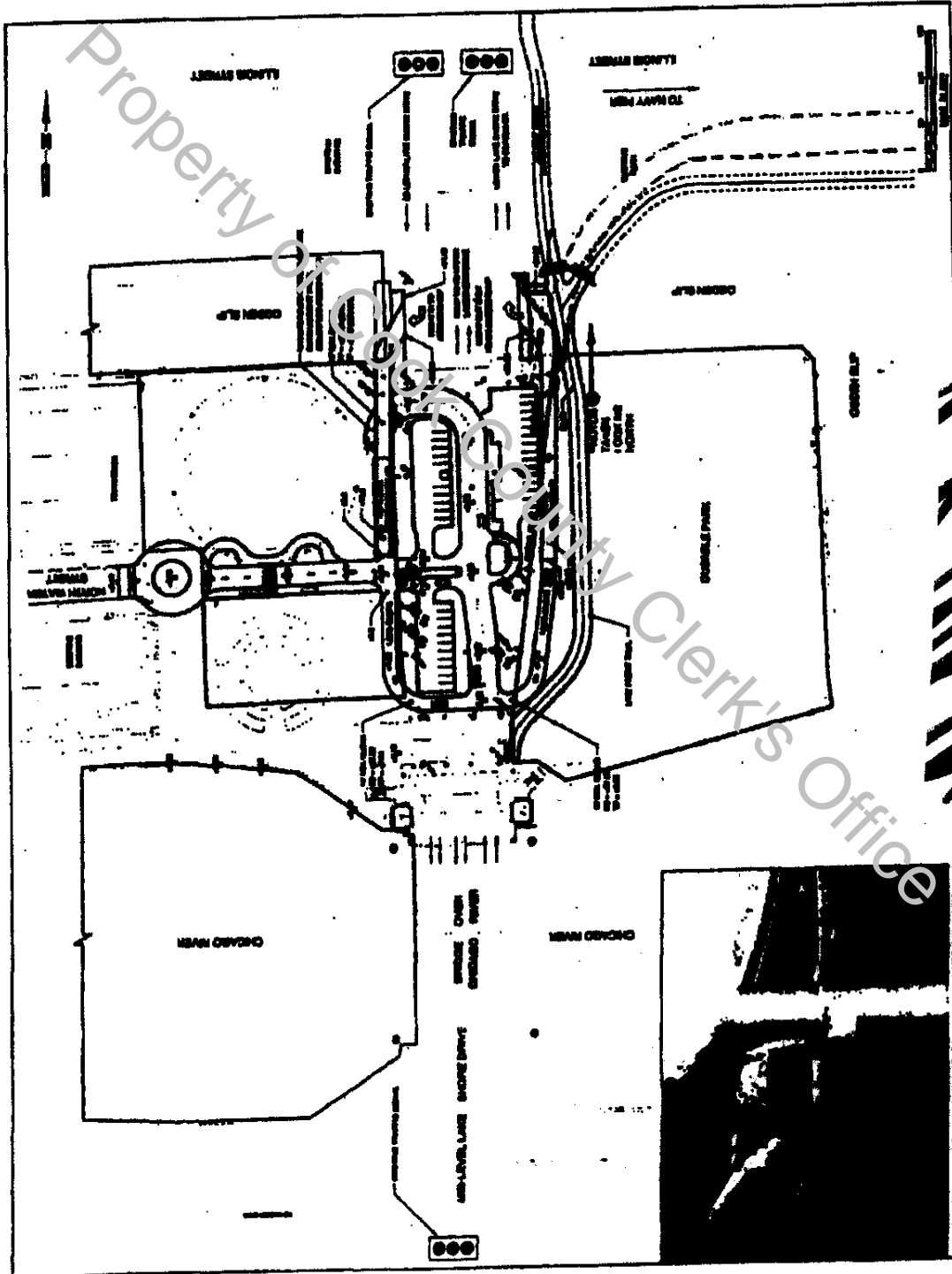
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Exhibit 22.

Lake Point Trail Alignment Alternate 1.



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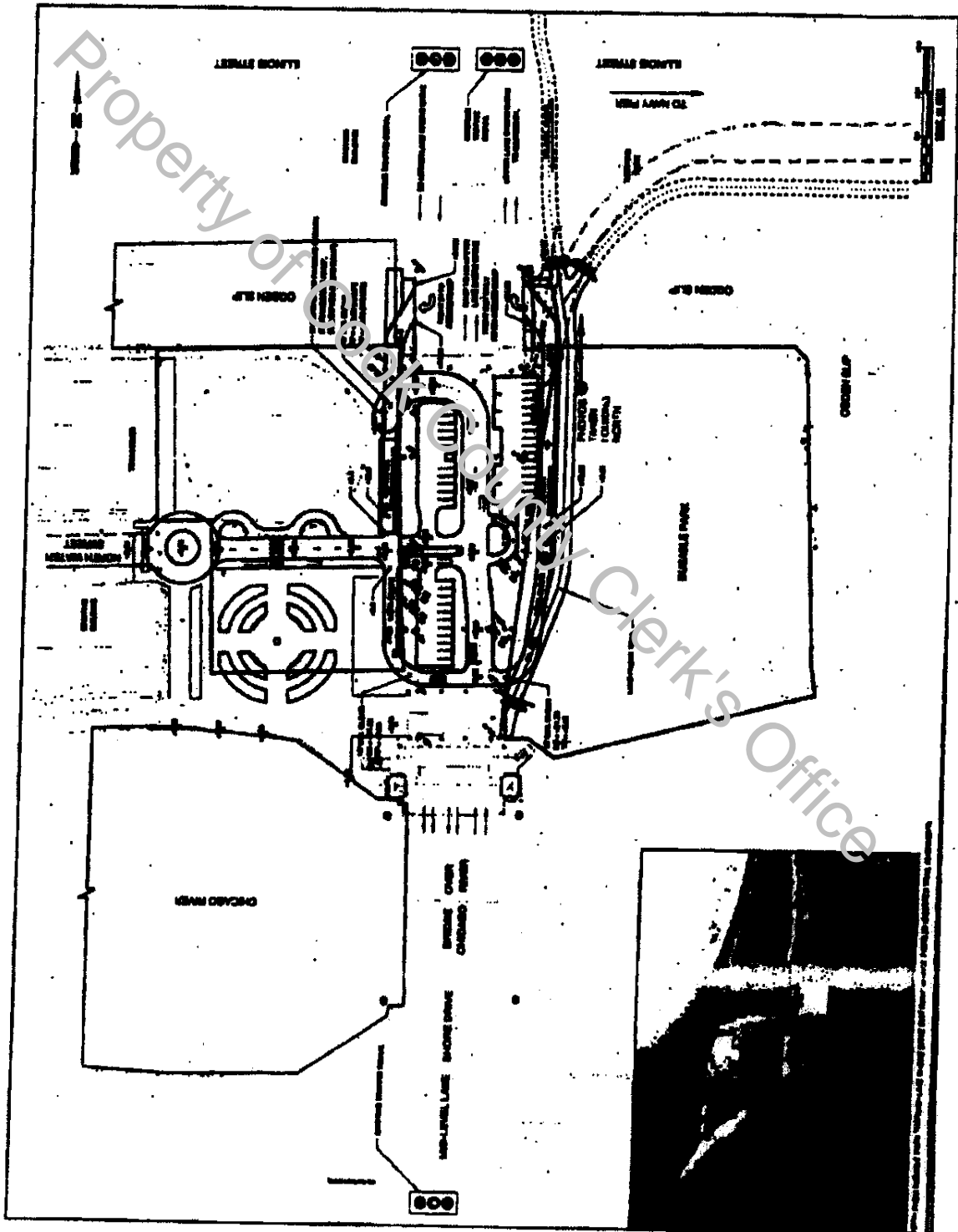
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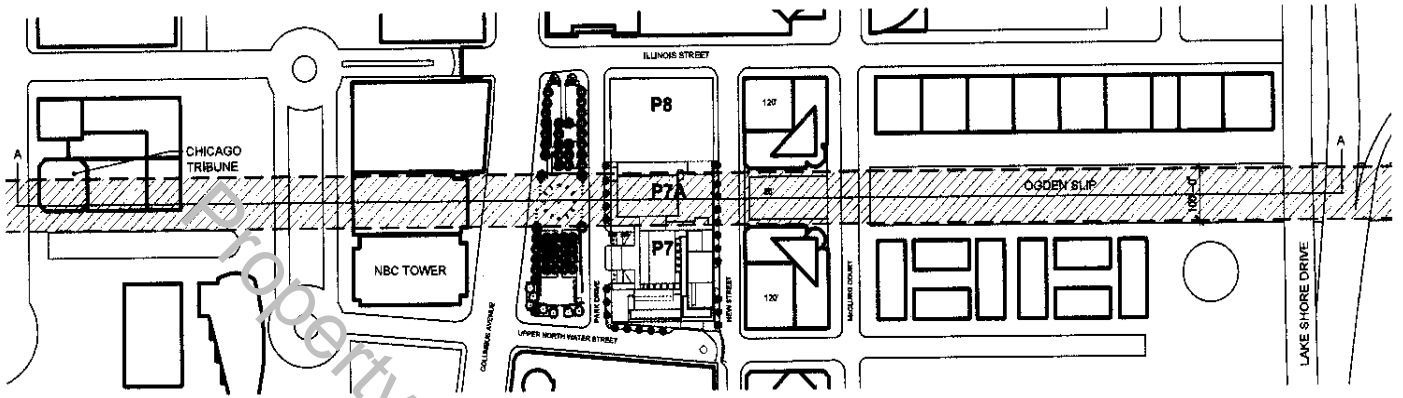
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Exhibit 23.

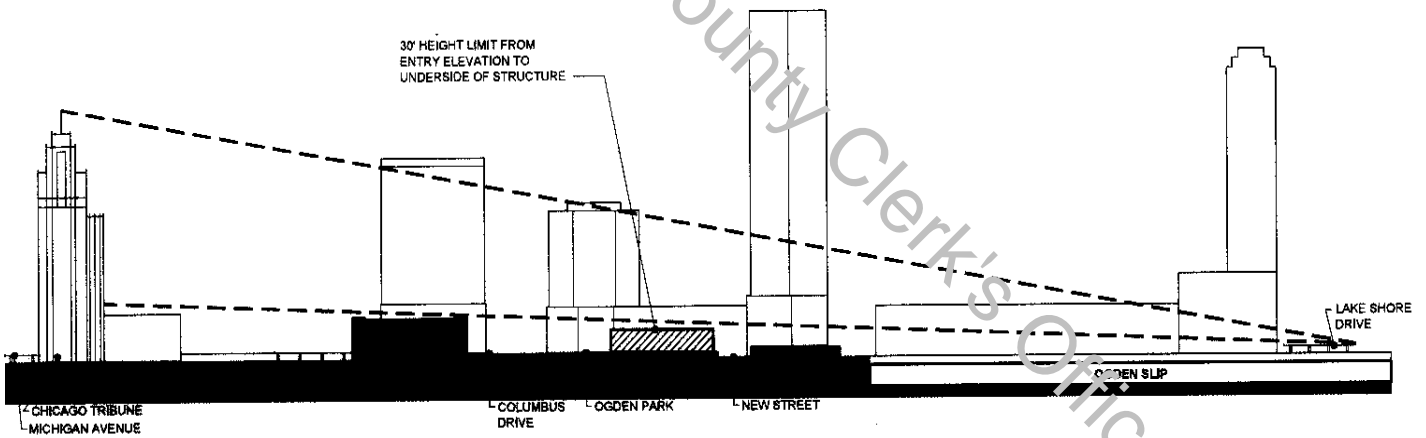
Lake Front Trail Alignment Alternate 2.



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SITE PLAN INDICATING 100' VIEW CORRIDOR



SITE SECTION "A" THROUGH VIEW CORRIDOR

VIEW CORRIDOR PROGRAM

Applicant: NEW WATER PARK, LLC
Address: 320-42 E. Upper North Water St.;
 435-463 N. Park Dr.; &
 432-62 N. New St.

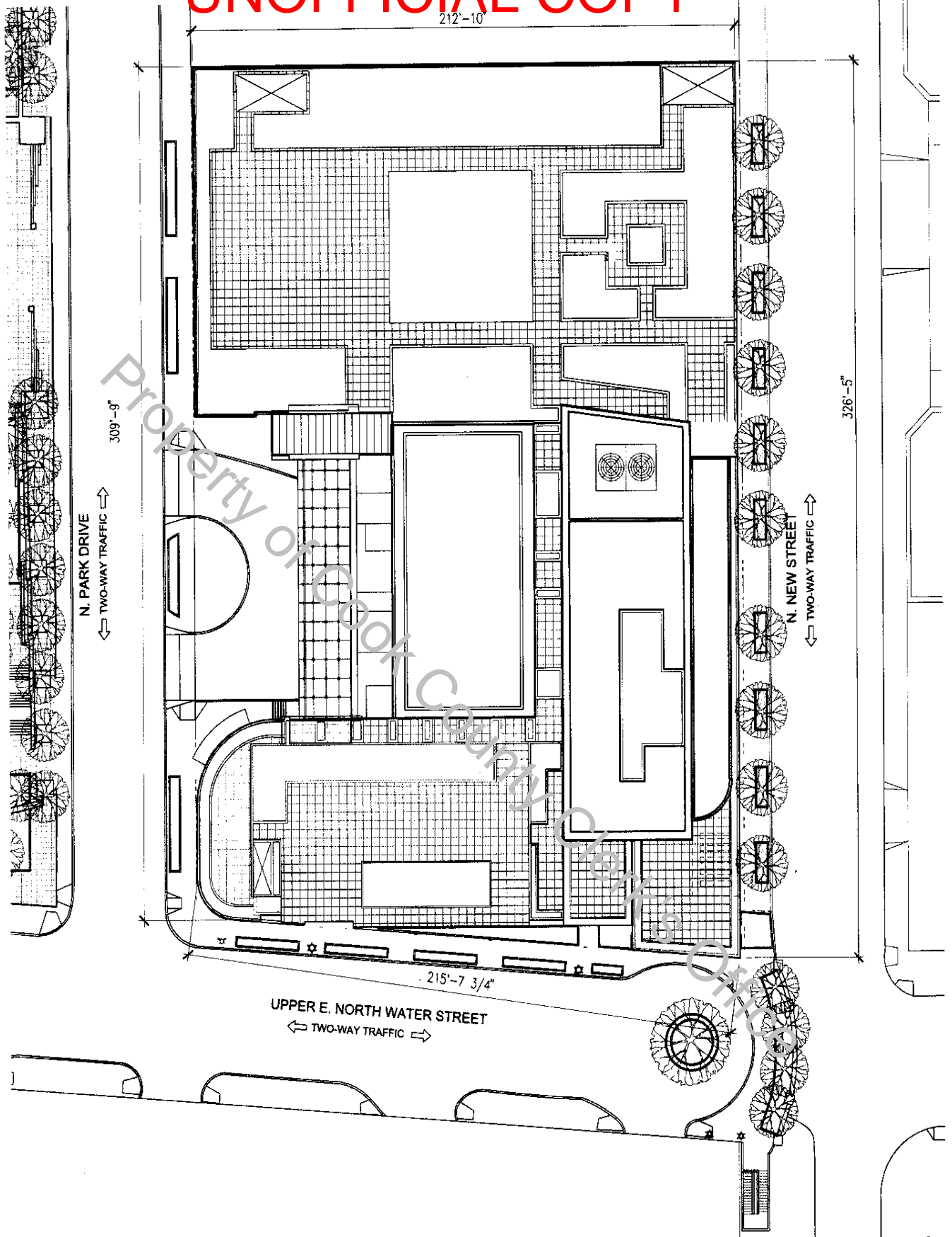
NTS



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OVERALL SITE PLAN



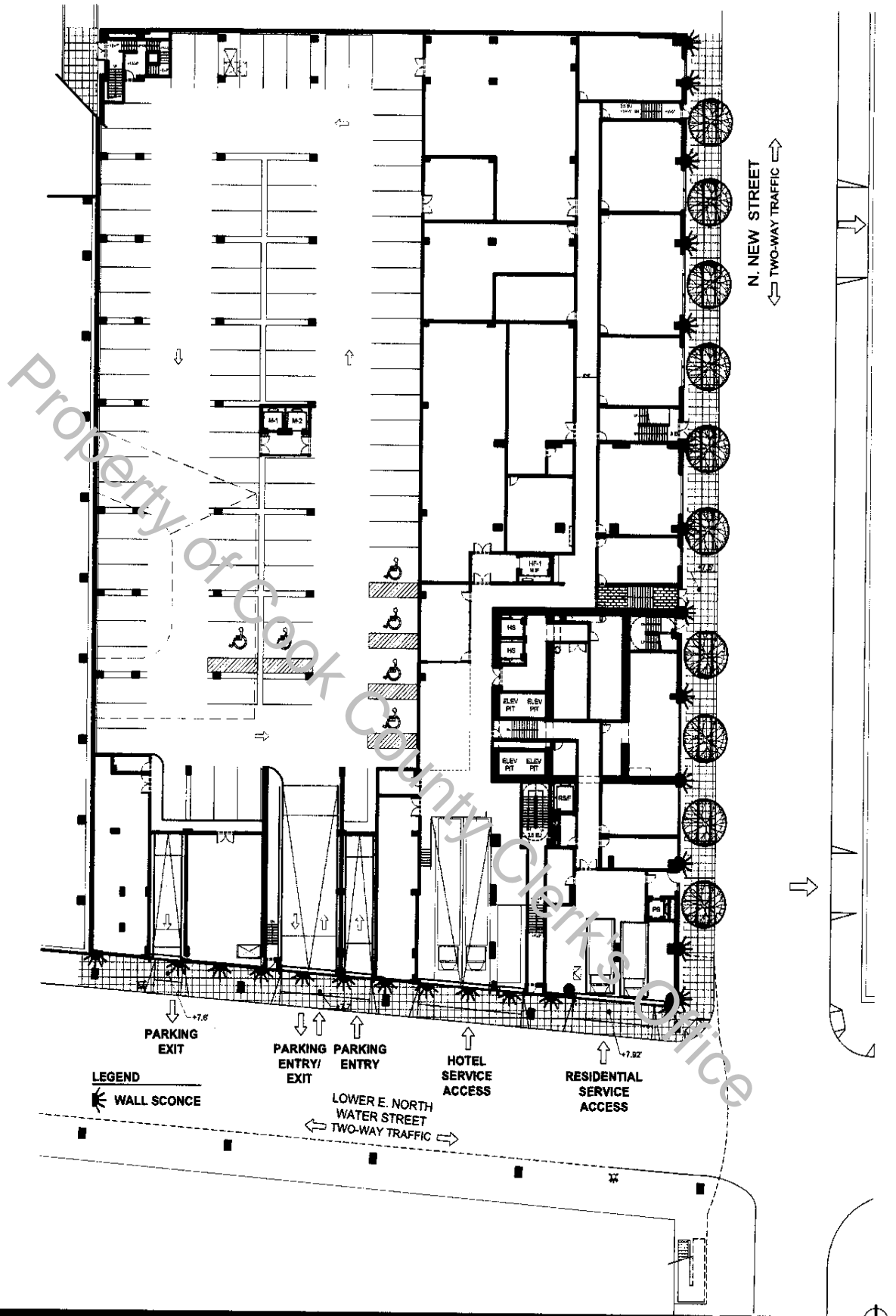
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 432-62 N. New St.

Date: May 24, 2012
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0' 25' 50'

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LOWER E. NORTH WATER STREET PLAN

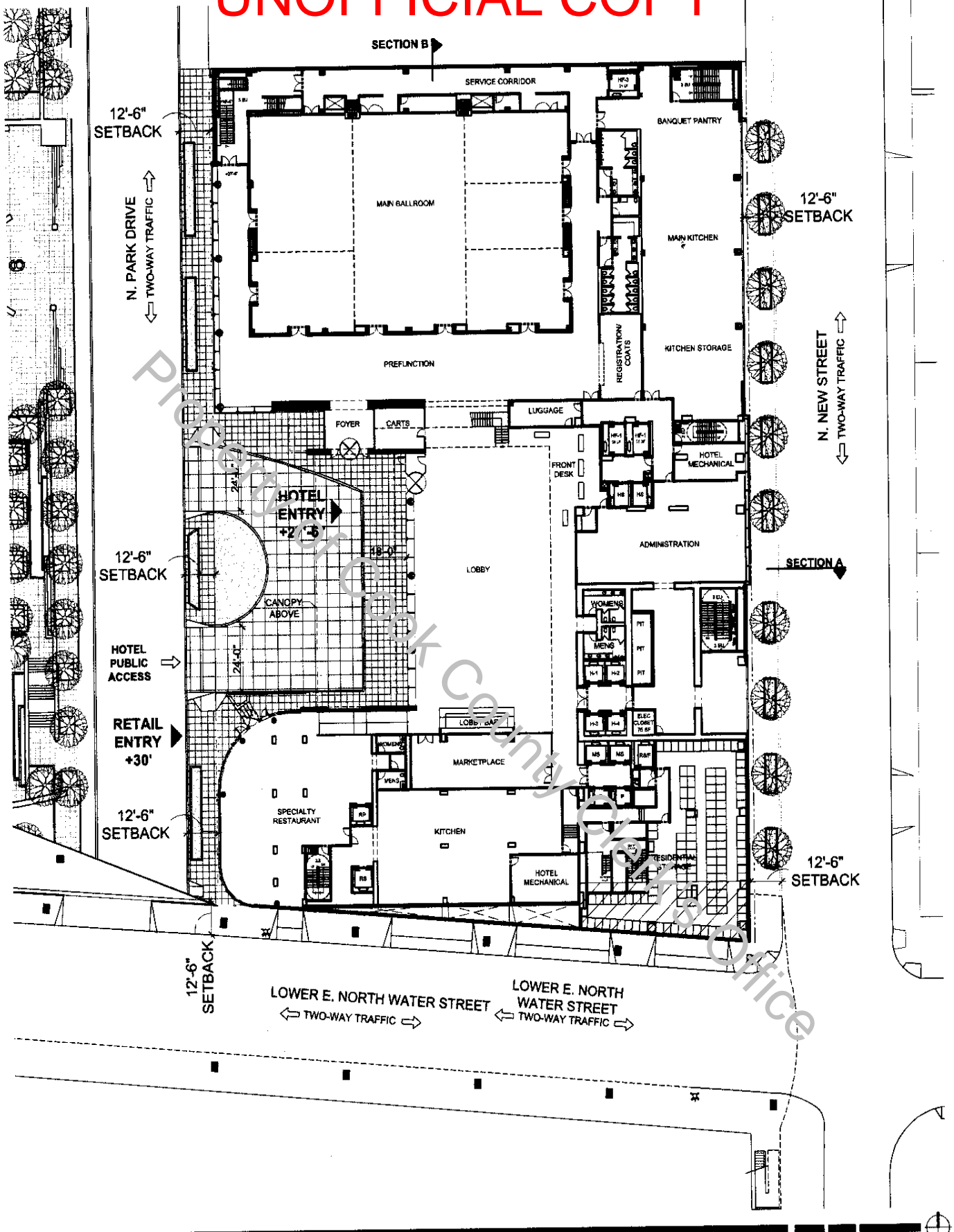


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NORTH PARK DRIVE STREET PLAN



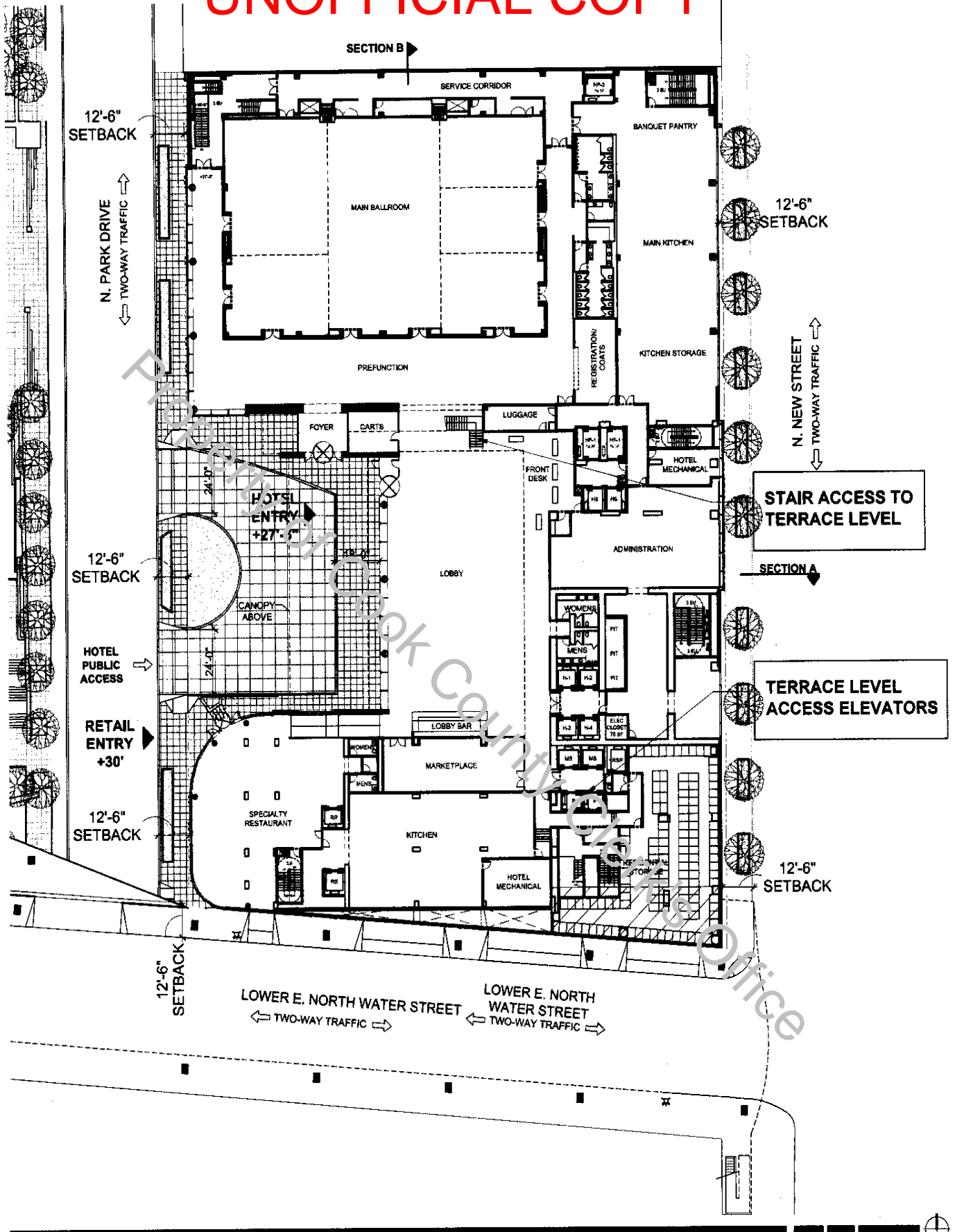
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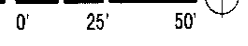
**NORTH PARK DRIVE STREET
WAYFINDING PLAN**



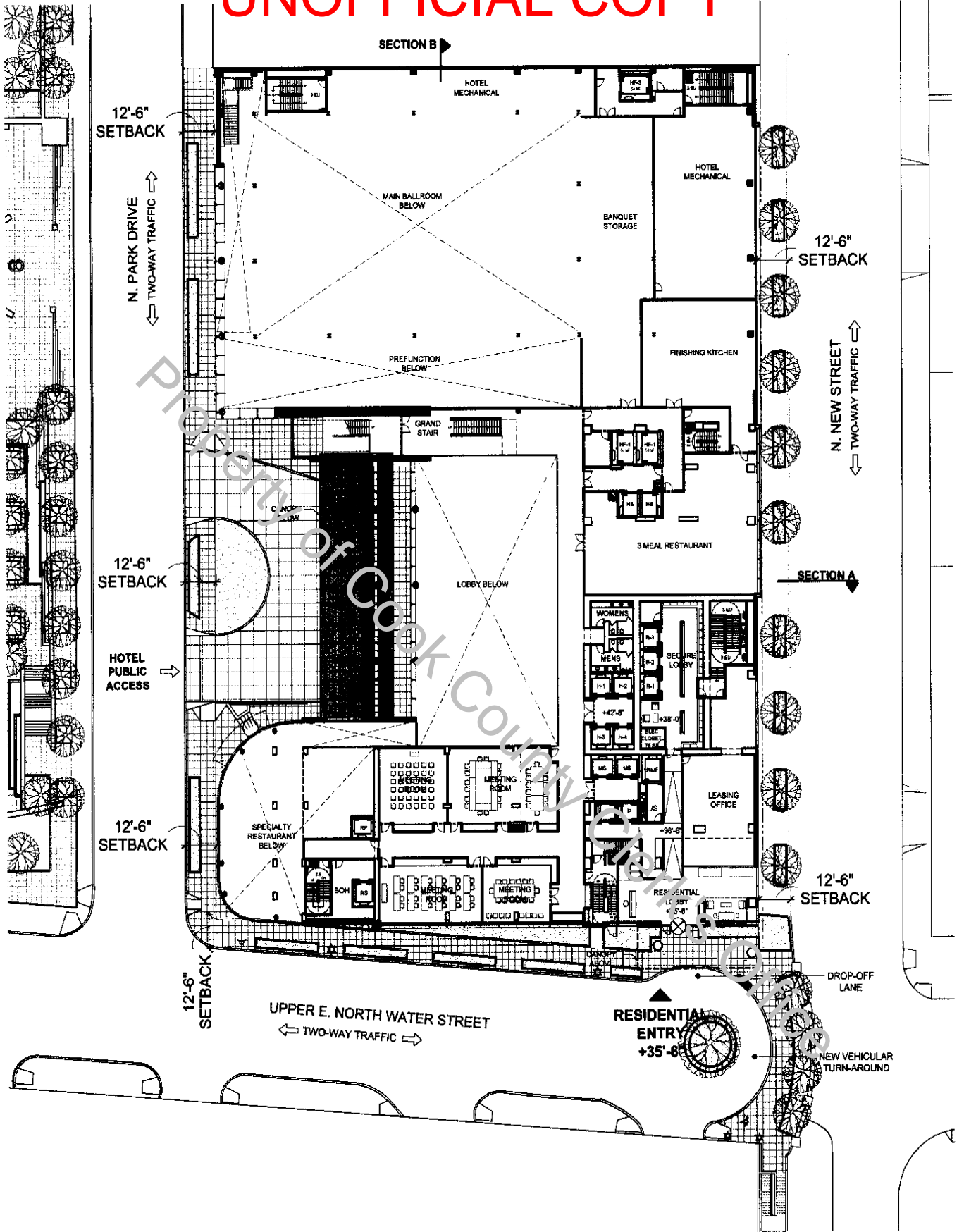
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UPPER E. NORTH WATER STREET PLAN

Applicant: NEW WATER PARK, LLC
Address: 320-42 E. Upper North Water St.;
435-463 N. Park Dr.; &
432-62 N. New St.

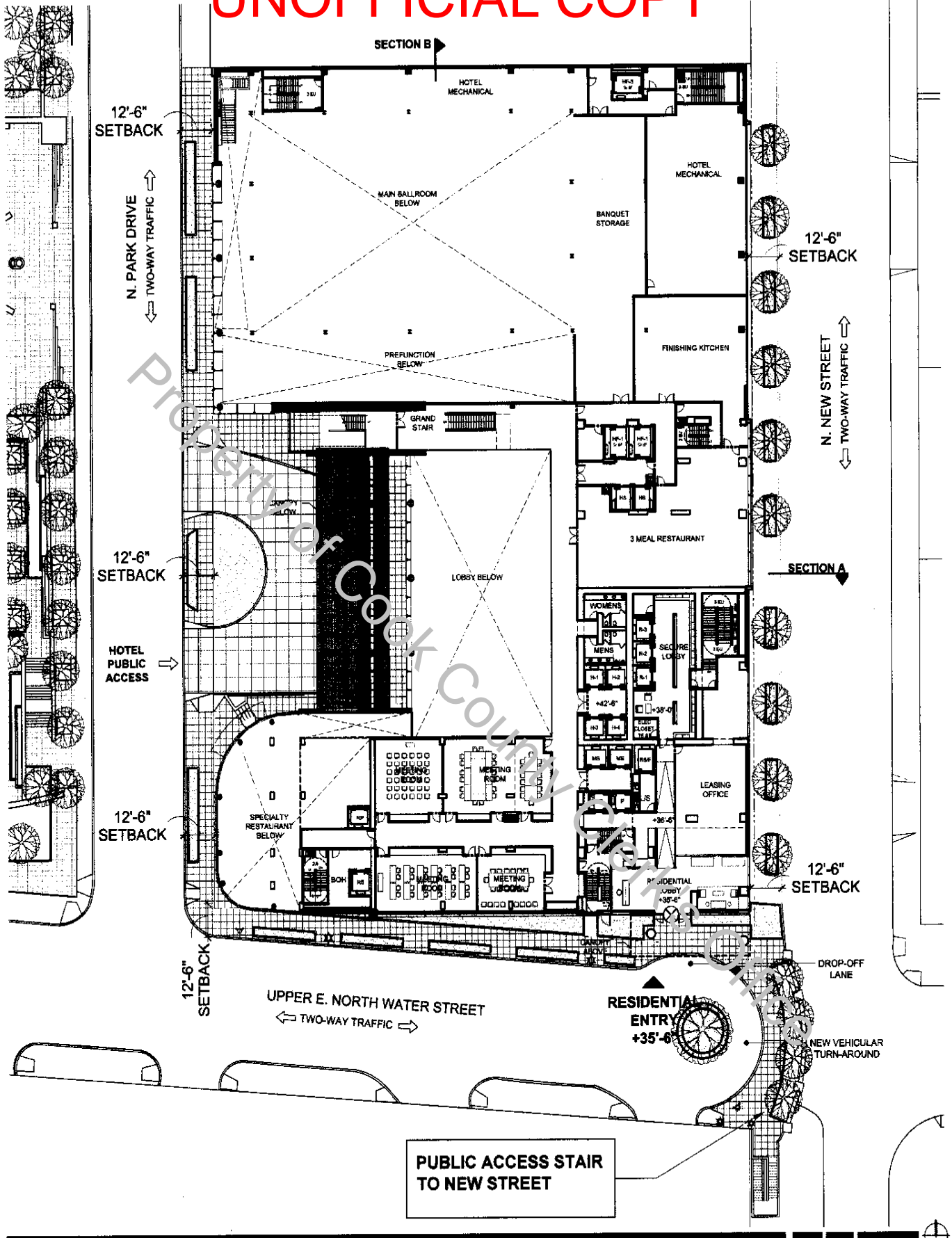
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0' 25' 50'

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UPPER E. NORTH WATER STREET WAYFINDING PLAN



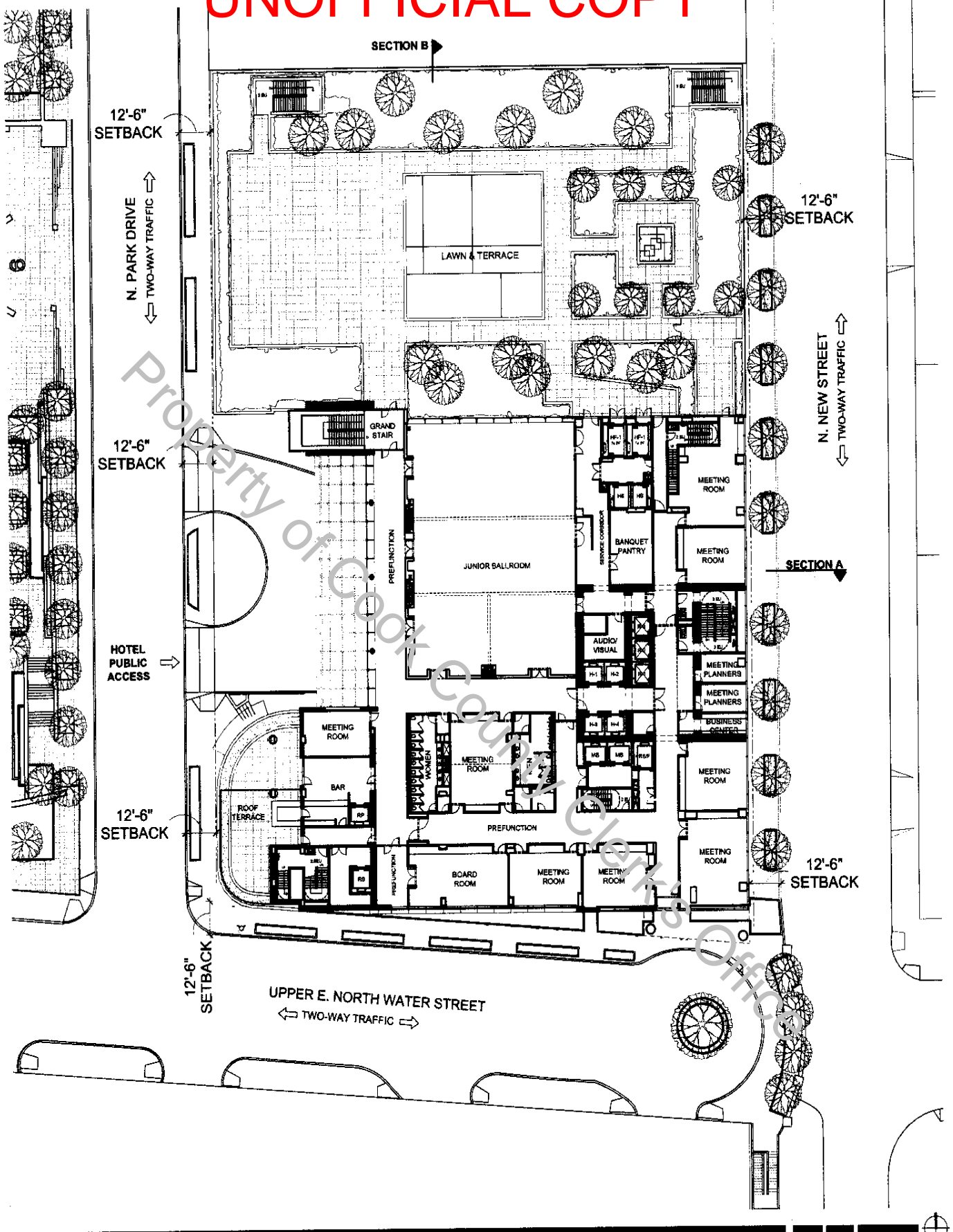
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0' 25' 50'

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TERRACE LEVEL PLAN

Applicant: NEW WATER PARK, LLC
Address: 320-42 E. Upper North Water St.;
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 432-62 N. New St.

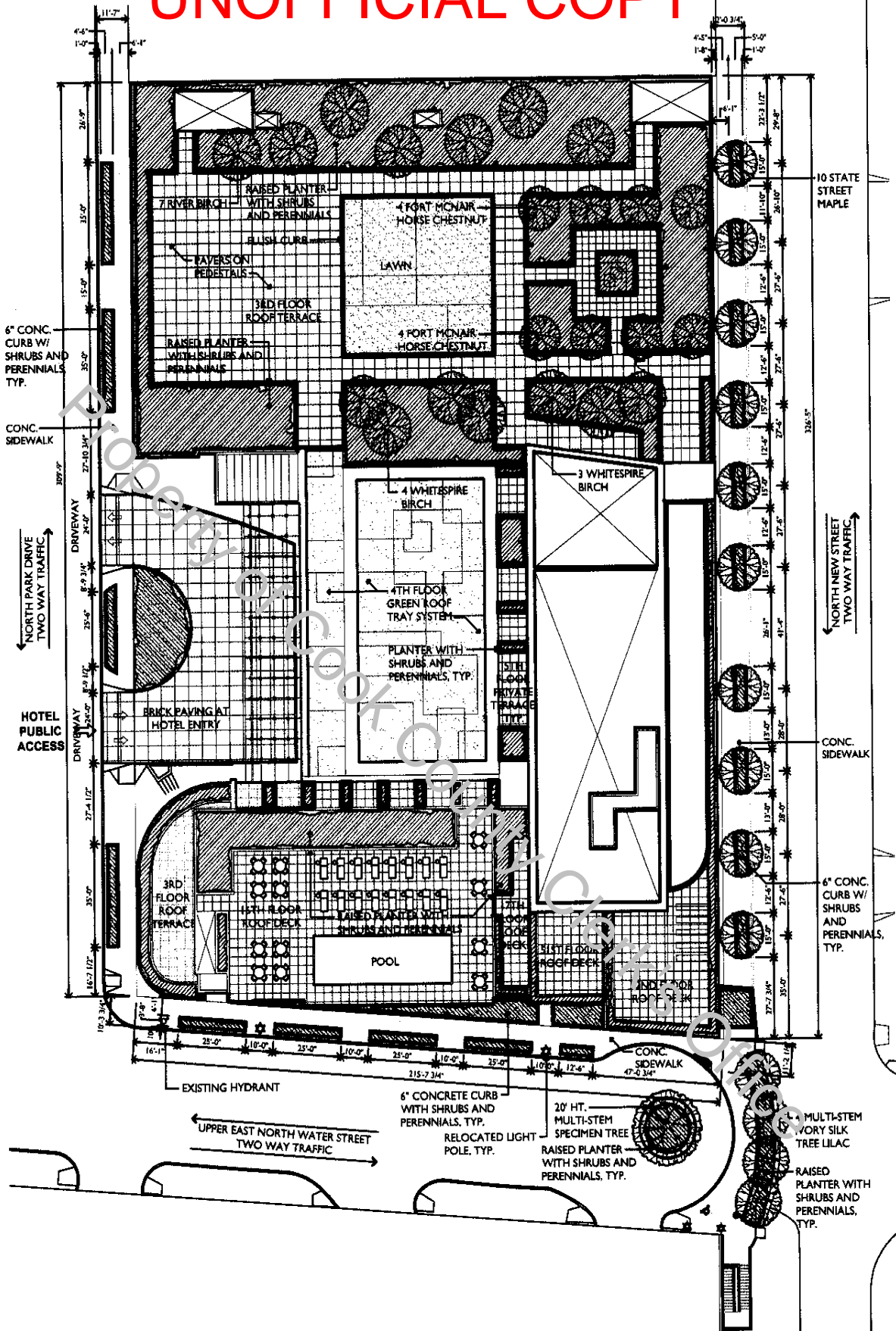
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0' 25' 50'

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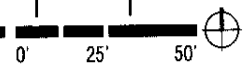
LANDSCAPE PLAN



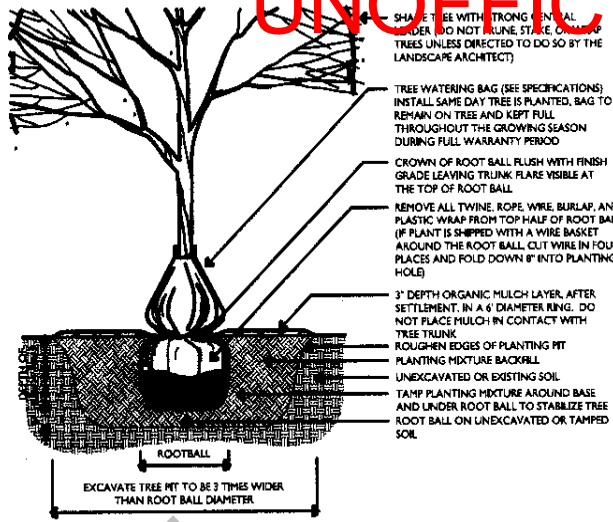
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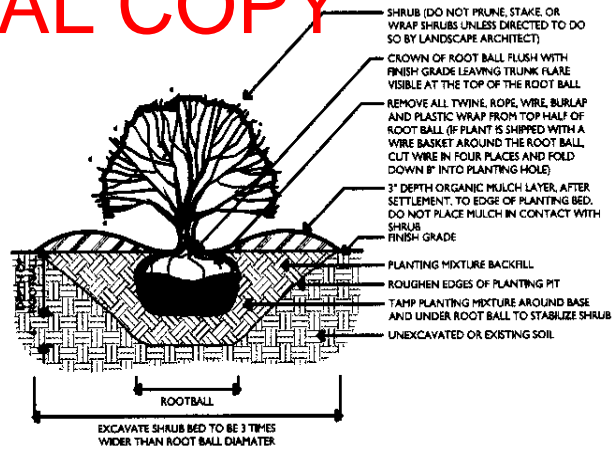
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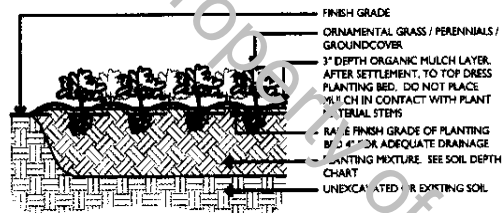
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1 TREE INSTALLATION DETAIL



2 SHRUB INSTALLATION DETAIL



3 GROUNDCOVER AND PERENNIAL INSTALLATION DETAIL

SOIL DEPTH CHART

LANDSCAPE AREAS	DEPTH IN INCHES
LAWN AREAS (SOD)	12
LAWN AREAS (SEED)	NA
PLANTING BEDS - PERENNIALS	18 PLANTING MIX
PLANTING BEDS - MEDIUM AND SMALL SHRUBS	18 PLANTING MIX
RAISED PLANTERS	48 PLANTING MIX
SHADE AND ORNAMENTAL TREES	PER TREE INSTALLATION DETAIL

NOTE: THE CONTRACTOR IS TO SUPPLY SOIL FILL MATERIAL TO THE DEPTHS INDICATED ON THE CHART BELOW.

PLANT LIST NOTE: QUANTITIES ON THE PLANT LIST ARE PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS. IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.

	CODE	BOTANICAL NAME	COMMON NAME	QTY	CAL	HGT	SPRD	ROOT	REMARKS
TREES	ACFM	AESCULUS X CARNEA 'FORT MCNAIR'	FORT MCNAIR HORSECHESTNUT	8	4"	-	-	B&B	SINGLE STRAIGHT
	AMMO	ACER MIYABEI 'MORTON'	STATE TREE MAPLE	10	4"	-	-	B&B	TRUNK SPECIMEN QUALITY
	APEQ	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN NORWAY MAPLE	-	4"	-	-	B&B	
	BN	BETULA NIGRA	RIVER BIRCH	7	-	16'	-	B&B	MULTI-STEM,
	BPW	BETULA PLATYPHYLLA VAR. JAPONICA 'WHITESPIRE'	WHITESPIRE (JAPANESE) WHITE BIRCH	7	-	16'	-	B&B	4-5 STEMS
SHRUBS	SRJS	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	4	-	12'	-	B&B	MINIMUM
	DS	DIERVILLA SESSILIFOLIA	SOUTHERN BUSH HONEYBUCKLE	-	-	24"	-	#5	4'-0" ON CENTER
	JCSG	JUNIPERUS CHINENSIS SEA GREEN	SEA GREEN JUNIPER	-	-	24"	-	#5	4'-0" ON CENTER
	JHP	JUNIPERUS HORIZONTALIS	ANDORRA COMPACT JUNIPER	-	-	18"	-	#5	3'-0" ON CENTER
	POS	PHYSCOCARPUS OPULIFOLIUS 'SEWARD'	SUMMER WINE NINEBARK	-	-	36"	-	#5	4'-0" ON CENTER
	RAE	RIBES ALPINUM	ALPINE CURRANT	-	-	24"	-	#5	4'-0" ON CENTER
	RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	-	-	24"	-	#5	3'-0" ON CENTER
	RPKO	ROSA X 'PINK KNOCK OUT'	PINK KNOCKOUT ROSE	-	-	24"	-	#3	3'-0" ON CENTER
	RRKO	ROSA X 'RED KNOCK OUT'	RED KNOCKOUT ROSE	-	-	24"	-	#3	3'-0" ON CENTER
	SBG	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	-	-	24"	-	#3	3'-0" ON CENTER
TMW	TAXUS X MEDIA 'WARDII'	WARDS YEW	-	-	30"	-	B&B	3'-0" ON CENTER	
GRASSES	CAKF	CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'	KARL FORESTER FEATHER REED GRASS	-	-	-	-	#3	2'-0" ON CENTER
	MCM	MOLINIA CAERULEA 'MOORFLAMME'	MOORFLAMME PURPLE MOOR GRASS	-	-	-	-	#1	1'-6" ON CENTER
	MSP	MISCANTHUS SINENSIS 'PURPURASCENS'	PURPLE MAIDEN GRASS	-	-	-	-	#3	3'-0" ON CENTER
	PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH RED SWITCH GRASS	-	-	-	-	#1	2'-0" ON CENTER
	PAH	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	-	-	-	-	#1	2'-0" ON CENTER
	SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSIED	-	-	-	-	#1	1'-6" ON CENTER
PERENNIALS / GROUNDCOVER	EPC	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	-	-	-	-	#1	1'-0" ON CENTER
	EPY	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	-	-	-	-	#1	1'-6" ON CENTER
	HSM	HEMEROCALLIS SPECIES MIX	DAYLILY	-	-	-	-	#1	1'-6" ON CENTER
	NF	NEPETA X FAASSENII	CATMINT	-	-	-	-	#1	1'-6" ON CENTER
	PQ	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	-	-	-	-	#1	3'-0" ON CENTER



4 4" DEPTH LIVEROOF GREEN ROOF TRAY

L-2
PLANT LIST
AND DETAILS

PLANT LIST & LANDSCAPE DETAILS



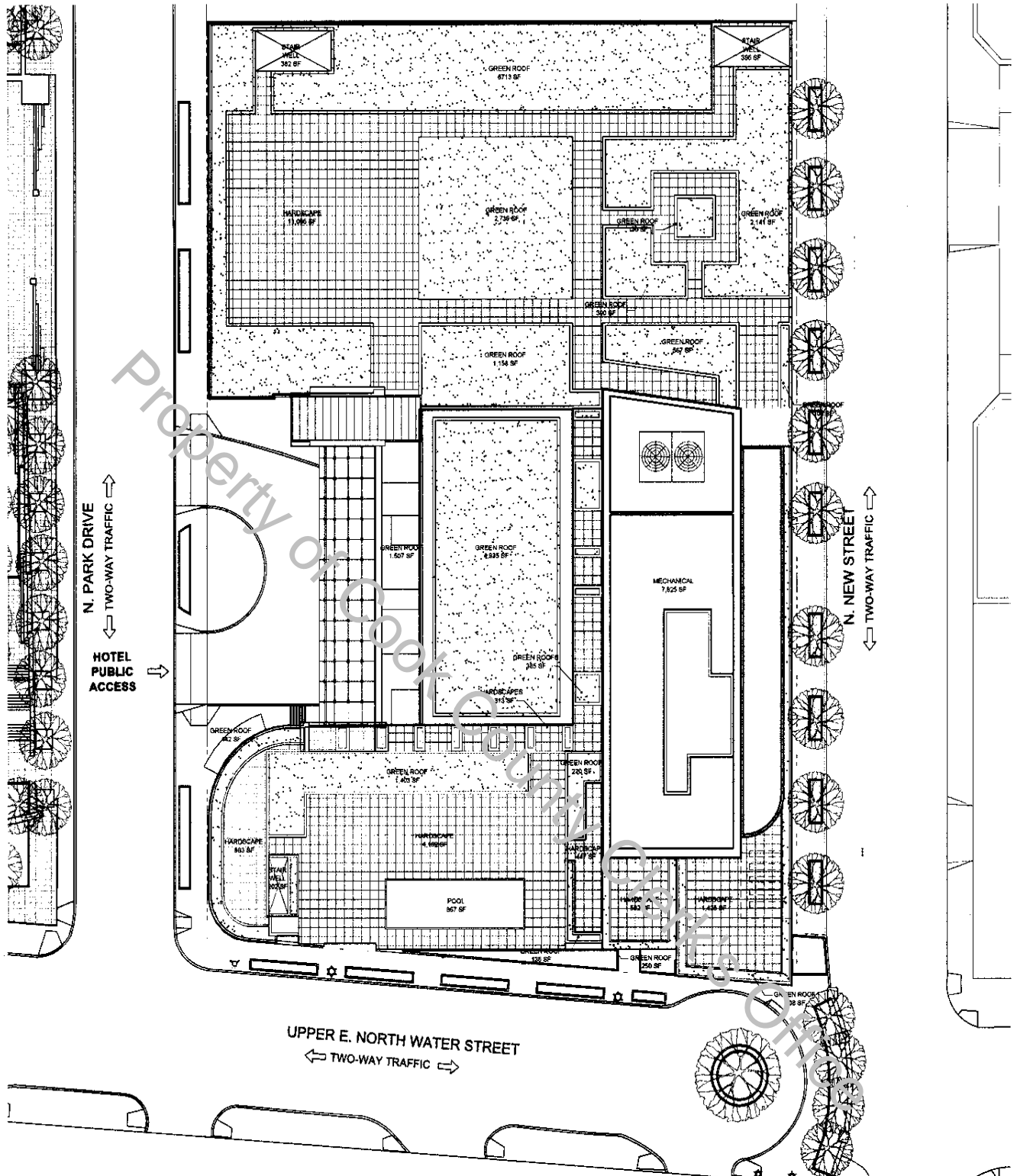
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Applicant: NEW WATER PARK, LLC
Address: 320-42 E. Upper North Water St.;
435-463 N. Park Dr.; &
432-62 N. New St.



Date: May 24, 2012
Revised:



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TOTAL GREEN ROOF AREA: 26,900 SF
PERCENTAGE OF GREEN ROOF AREA: 51.8%

-  DENOTES GREEN AREA
-  DENOTES HARDSCAPE AREA

GREEN ROOF PLAN



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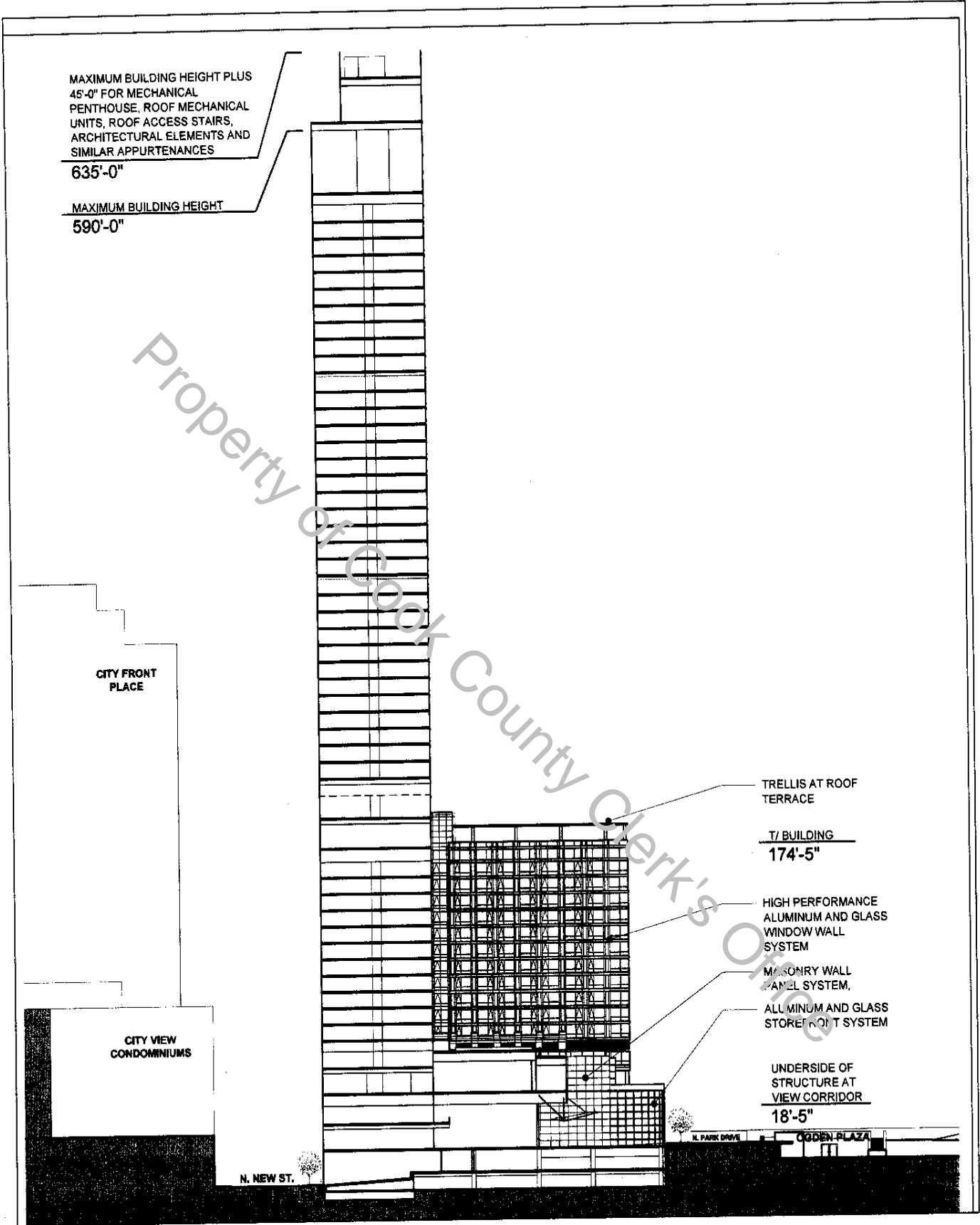
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0' 25' 50'



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OVERALL SECTION A AND PARTIAL NORTH ELEVATION



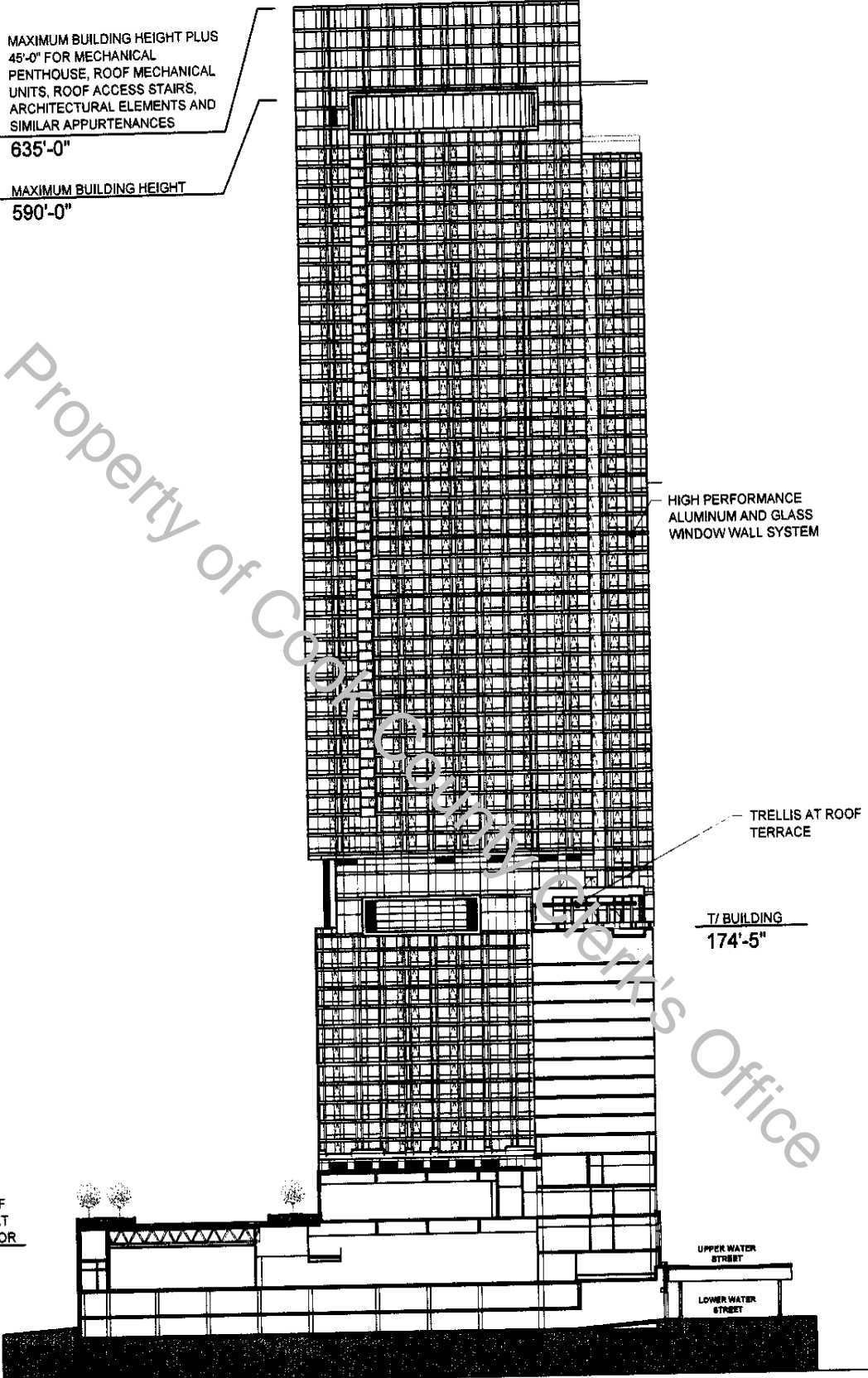
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Date: May 24, 2012
Revised:

0' 40' 80'

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Property of Cowi Group
Crew's Office

0' 40' 80'

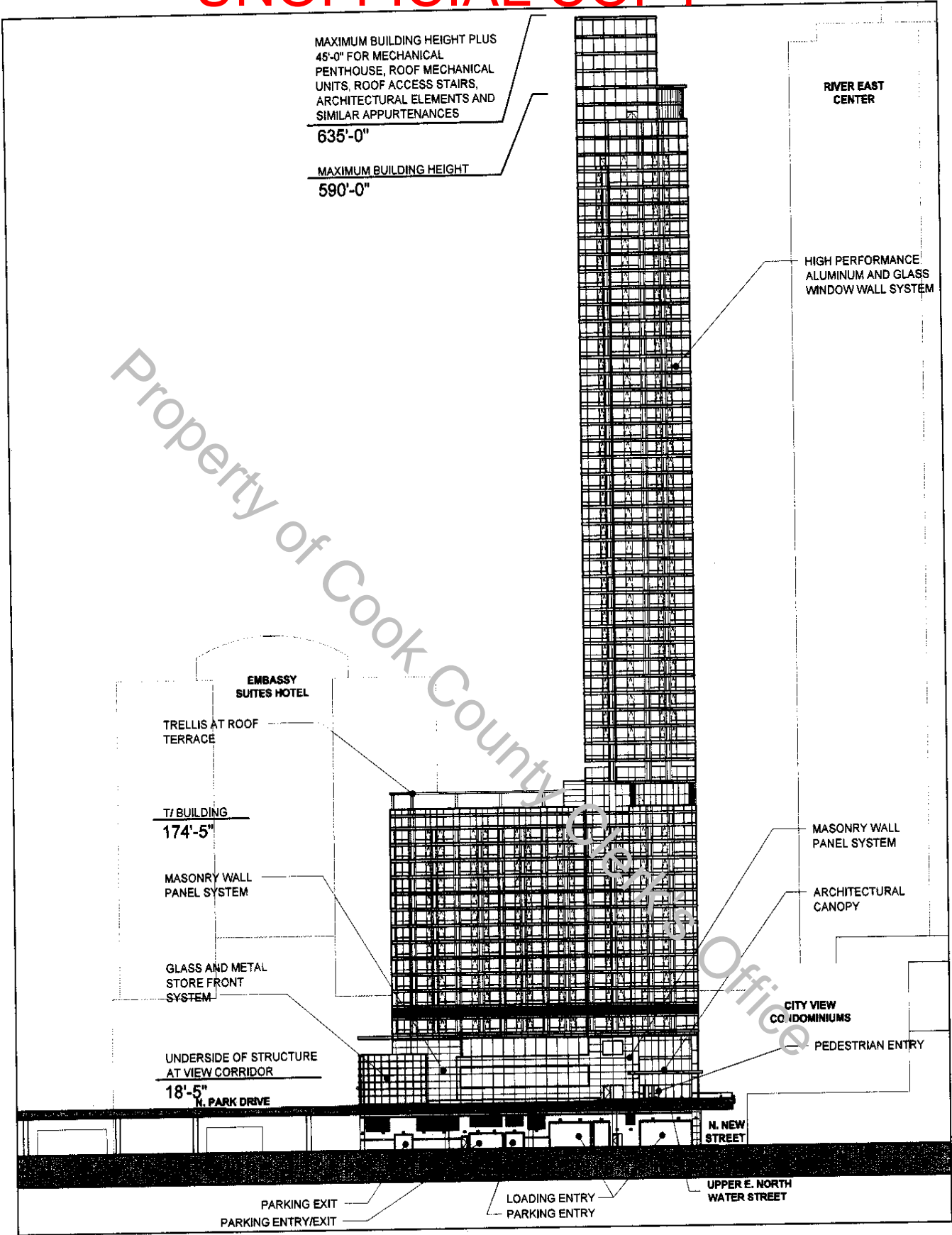


WEST ELEVATION AT TOWER AND PARTIAL NORTH-SOUTH SECTION B

Applicant: NEW WATER PARK, LLC
Address: 320-42 E. Upper North Water St.;
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432-62 N. New St.

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SOUTH ELEVATION



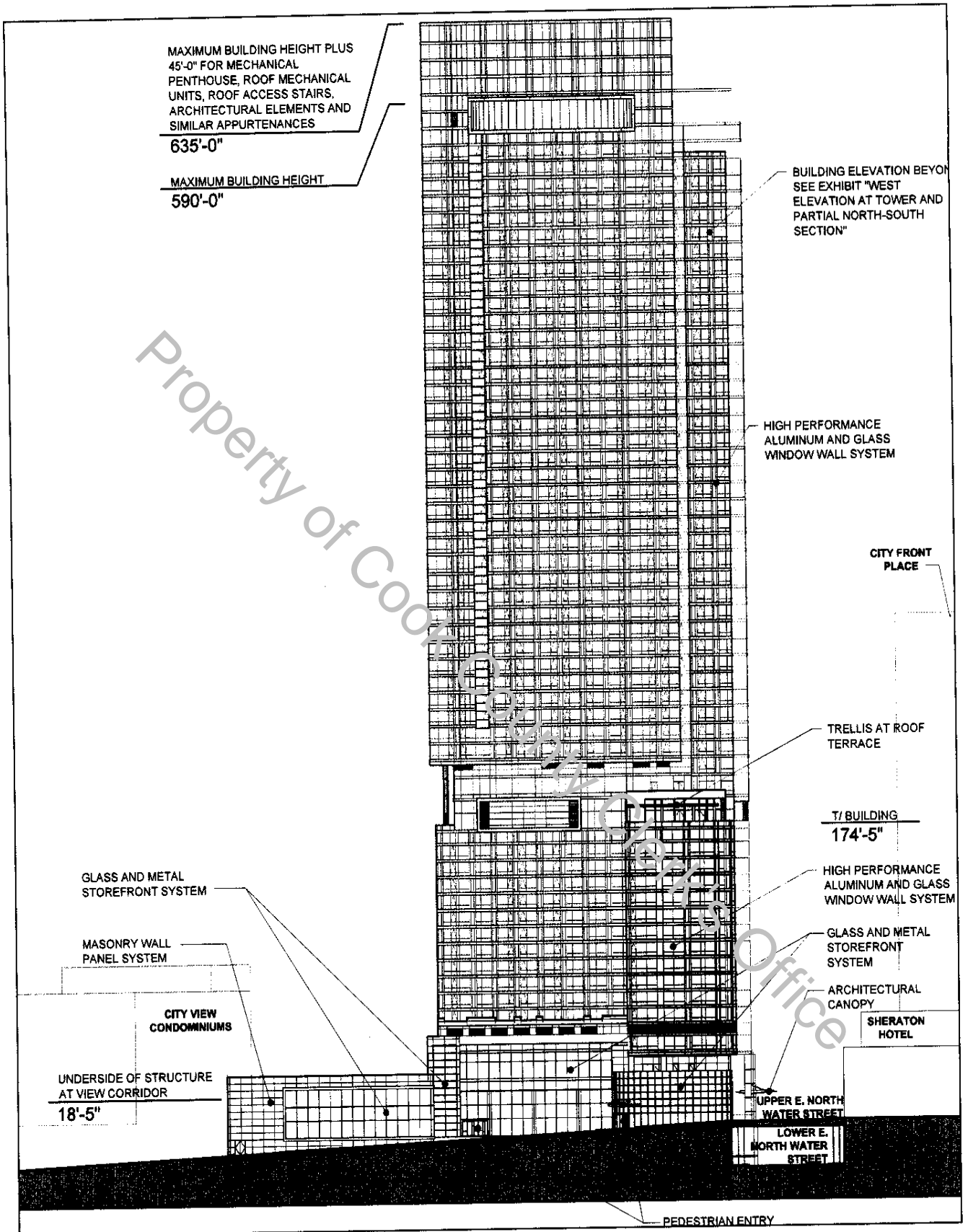
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 432-62 N. New St.

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0' 40' 80'

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WEST ELEVATION AT NORTH PARK DRIVE

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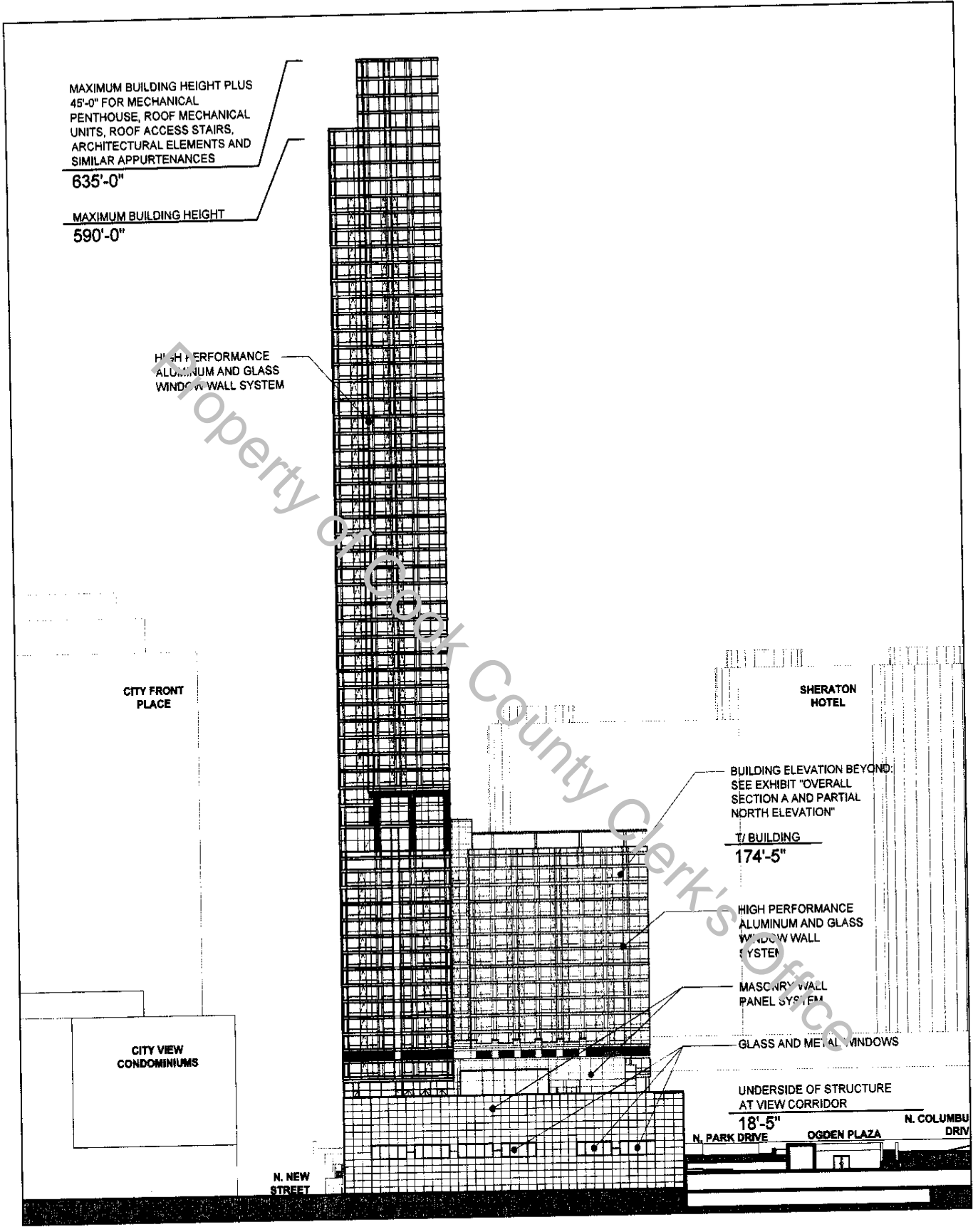
Date: May 24, 2012
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0' 40' 80'

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NORTH ELEVATION



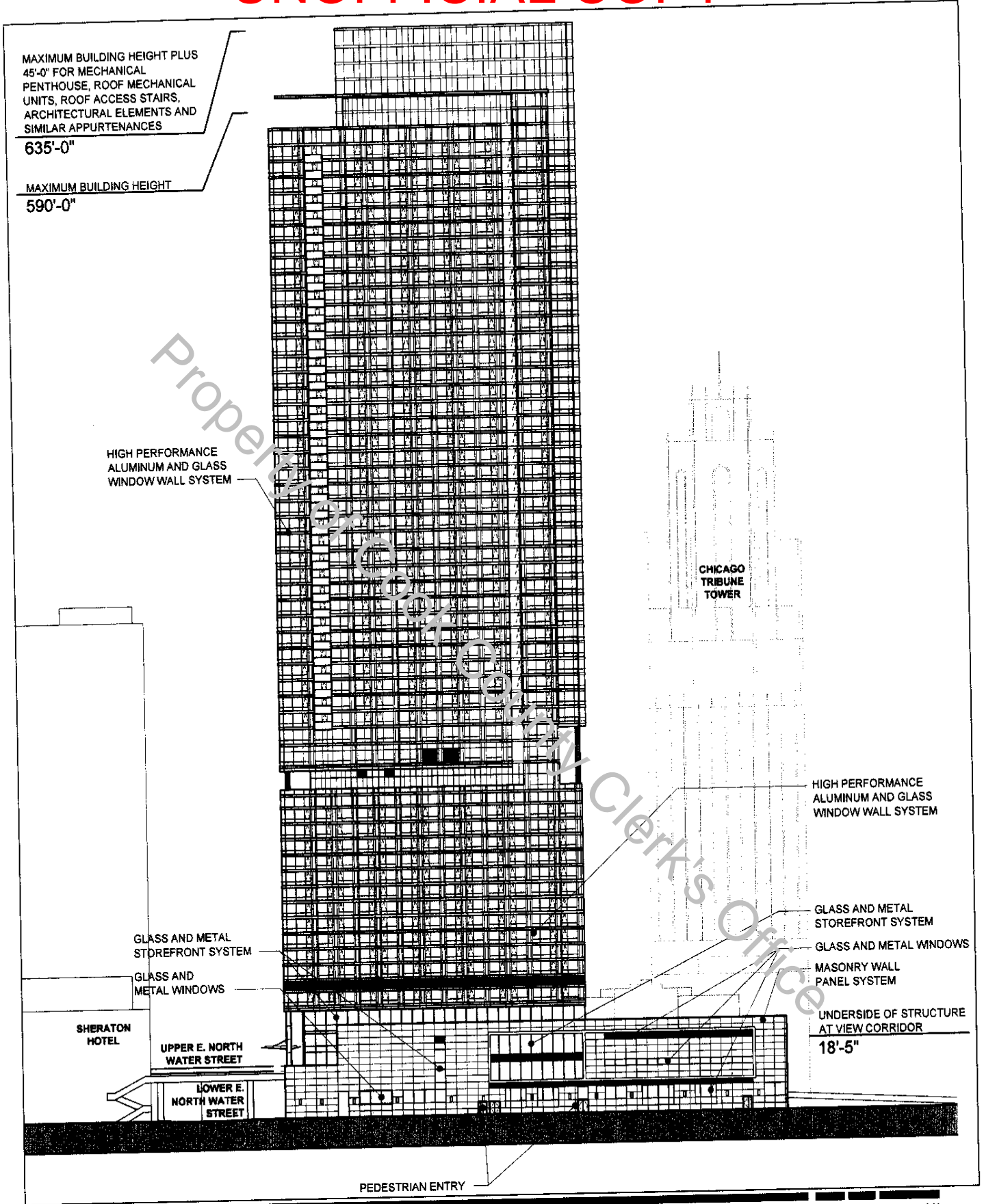
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0' 40' 80'

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EAST ELEVATION

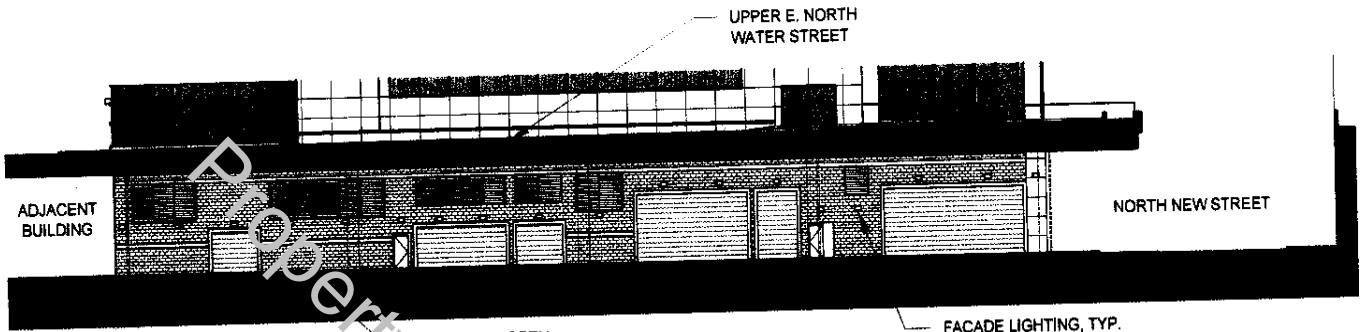


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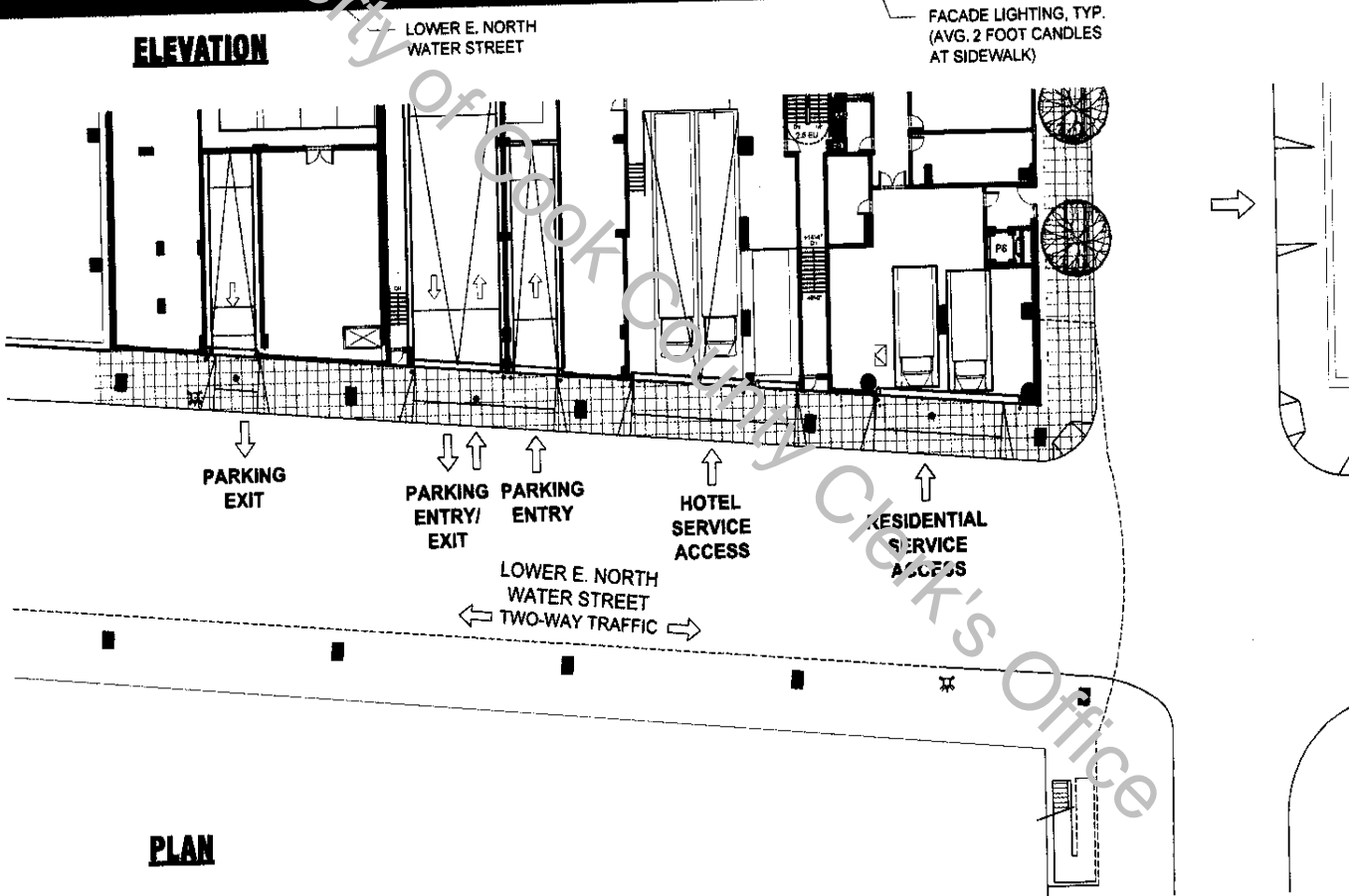
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ELEVATION



PLAN



**PROPOSED LOWER E.
NORTH WATER STREET
PLAN & ELEVATION
WITH LIGHTING CONCEPT**

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EXHIBIT C

AUTHORIZED ENCROACHMENTS

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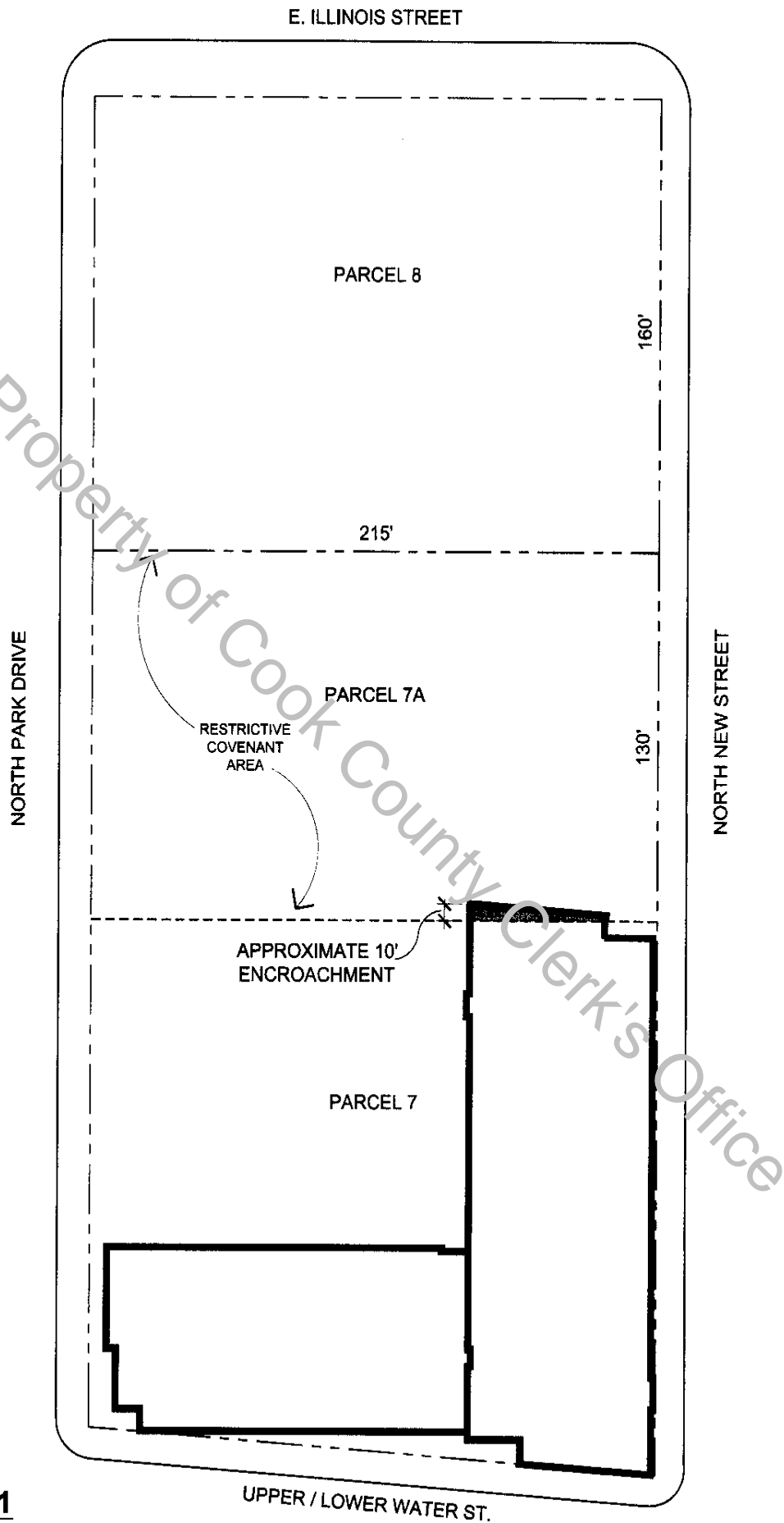


EXHIBIT C-1
PLAN DIAGRAM OF
PROPOSED ENCROACHMENT AUTHORIZED ABOVE 100'



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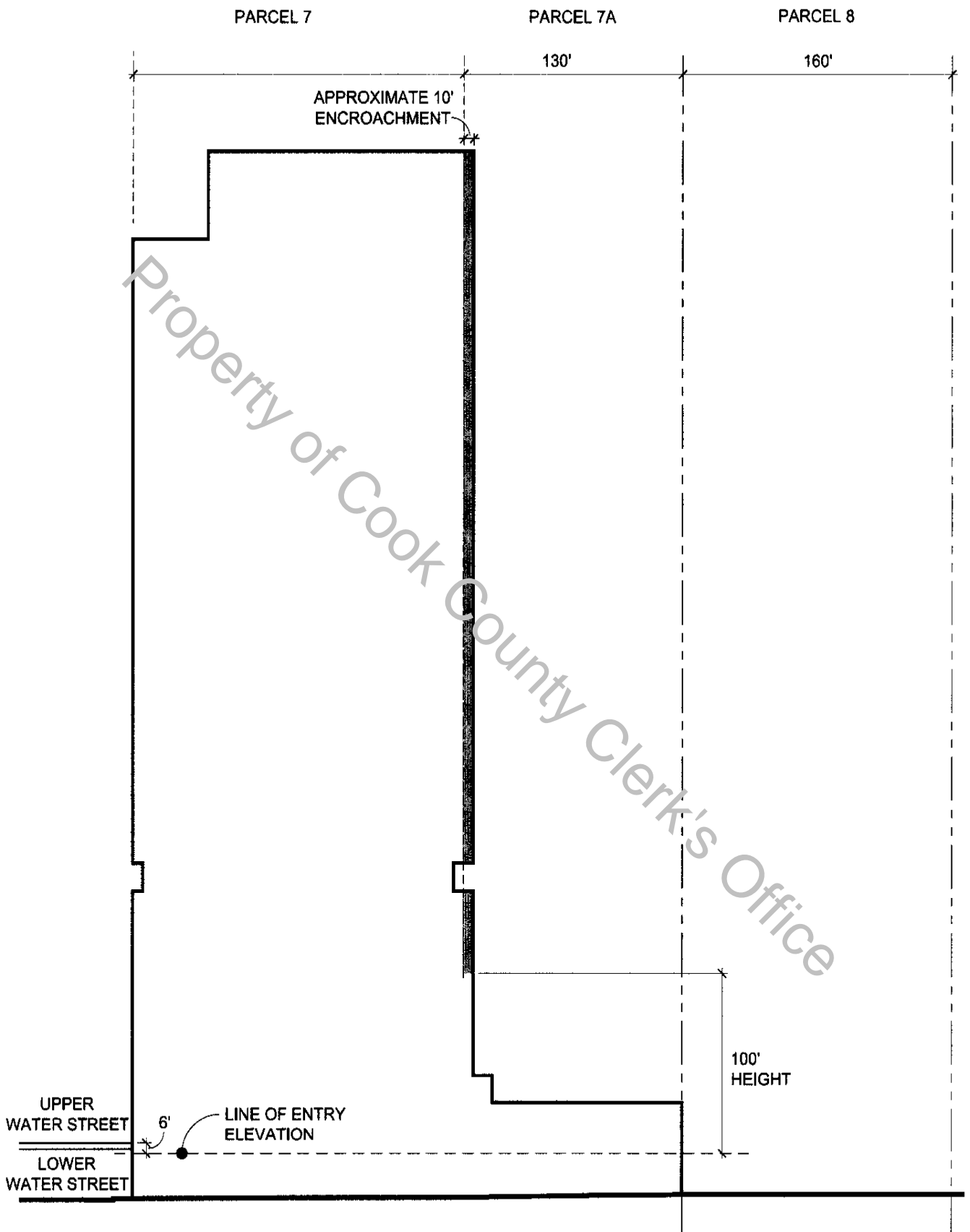


EXHIBIT C-2

**EAST ELEVATION DIAGRAM OF
PROPOSED ENCROACHMENT AUTHORIZED ABOVE 100'**