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**EASEMENT AGREEMENT FOR
ACCESS, CONDUIT AND
FOUNDATION -
HALSTED LIMITED
PARTNERSHIP**



Doc#: 1311919063 Fee: \$74.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/29/2013 02:20 PM Pg: 1 of 19

AFTER RECORDING RETURN TO:

Bill Skalitzky
Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Blvd, Suite 400
Chicago, IL 60661

This Easement Agreement ("Agreement") is made this 26th day of April, 2013, by and between the City of Chicago, an Illinois home rule municipal corporation ("City") and Halsted Limited Partnership, an Illinois limited partnership ("Grantee").

RECITALS

A. The City is the holder of legal title to certain property legally described and depicted in Exhibit A attached hereto and made a part hereof ("West Easement Parcel") and certain property legally described and depicted in Exhibit B attached hereto and made a part hereof ("North Easement Parcel")(jointly the West Easement Parcel and North Easement Parcel are the "Easement Parcels").

B. The West Easement Parcel is to be used by Grantee, pursuant to the terms of this Agreement, for purposes of vehicular, bicycle and pedestrian access between the Grantee's property which is described and depicted in Exhibit C attached hereto and made a part hereof ("Development Property") to the public way in Addison Street as described and depicted in Exhibit D.

C. The North Easement Parcel is to be used by Grantee, pursuant to the terms of this Agreement, for purposes of locating caisson bells and related foundation facilities, and a subsurface ductbank facility connecting the Development Property with utility and public service facilities located in the public way of North Halsted Street as described and depicted in Exhibit D.

D. The City and the Grantee desire to memorialize their joint use of the Easement Parcels, all as more specifically set forth in this Agreement.

AGREEMENT

For and in consideration of the Recitals, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Grantee agree as follows:

1. Recitals. The Recitals set forth above are incorporated by this reference as part of this Agreement.

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2. Grants of Easement. The City hereby grants to Grantee, and Grantee hereby accepts, perpetual easements (the "Easements") in, on, under, over and across the stated portions of the Easement Parcels for the purposes stated as follows:
 - a. In and over the West Easement Parcel and North Easement Parcel, for construction ingress, egress and staging by Grantee and its contractors and agents as provided in this Agreement ("Temporary Construction Purposes"); and
 - b. In and over the West Easement Parcel, for vehicular, bicycle and pedestrian ingress and egress by Grantee and its agents, employees, lessees, permittees, licensees, and invitees between the Grantee Parcel and Addison Street as provided in this Agreement ("Access Purposes"); and
 - c. In and over the North Easement Parcel, for installing, constructing, using, operating, inspecting, maintaining, repairing, replacing, reconstructing and removing caisson bells and related foundation facilities in the North Easement Parcel, as provided in this Agreement ("Foundation Purposes"); and
 - d. In and over the North Easement Parcel, for installing, constructing, using, operating, inspecting, maintaining, repairing, replacing, reconstructing and removing a duct bank facility for utility connections between the Grantee Parcel with facilities in Halsted Street as provided in this Agreement ("Duct Bank Purposes").

3. Temporary Construction Purposes. The Easement for Temporary Construction Purposes shall commence on date stated above and terminate on April 1, 2015. The Easement for Temporary Construction Purposes shall permit the surface use of the West Easement Parcel and North Easement Parcel for ingress and egress, storage, staging and other construction activities related to the construction or installation of improvements on the Development Property. In the event that City or any party holding a prior interest in the West Easement Parcel requires access to exercise their rights, Grantee shall promptly take all necessary and appropriate actions to provide reasonable access, including relocating Grantee's building, structure, improvement, facility, equipment, vehicle or any other obstruction that is located in or is blocking the West Easement Parcel or North Easement Parcel, as applicable, and obstructing exercise of such prior interests.

4. Approval of Plans. Before commencing any construction or installation for facilities or improvements in the Easement Areas not specifically approved by the City's Department of Housing and Economic Development with the plans and specifications for the Development Property (the "Development Plans"), Grantee shall prepare, and submit to City's Commissioner of Fleet and Facility Management (or any successor department) proposed plans, specifications and a phasing and staging plan for work (the "Work") to be completed within the Easement Parcels ("Easement Plans") for City's review and approval. The proposed Easement Plans shall comply with this Agreement and the City shall timely review and not unreasonably withhold or deny approval of any Easement Plans submitted by Grantee which do not unreasonably interfere with the City's use of the Easement Parcels in accordance with this Agreement. Upon City's approval of the Easement Plans, Grantee agrees to perform all Work in accordance with such Easement Plans. Grantee shall provide the City with 15 days written notice before commencement of the Work and 10 days written notice of completion of the Work; provided, however, that in the event of an emergency involving a substantial risk of imminent personal injury or death or of substantial property damage, Grantee shall provide such notice as is reasonable under the circumstances.

5. Coordination of Uses. The City retains all of its rights to the use and occupy the Easement Parcels to the extent it does not unreasonably interfere with the authorized use by Grantee, its

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successors or assigns, as provided in this Agreement, including installation of advertising signage or telecommunications equipment on the garage facility located west of the West Easement Parcel ("City Garage Facility"). Work that is required for inspecting, maintaining, repairing, replacing, reconstructing and removing the City Garage Facility and that is feasible only with the temporary suspension of Grantee's vehicular, bicycle or pedestrian use of the West Easement Parcel shall not be considered unreasonable interference but only to the extent reasonably required to complete such portion of the work that requires such temporary suspension. Neither City nor Grantee shall allow or permit any use of the Easement Parcels that would unreasonably interfere with the use of the West Easement Parcel for existing or future utility and other public services or for the future maintenance of the City Garage Facility. Neither City nor Grantee shall allow or permit any vehicle or structure to park in or block vehicular, bicycle or pedestrian access through the West Easement Parcel. The City agrees that the Grantee's construction and maintenance of a paved driveway within the West Easement Parcel is not an unreasonable interference with the City's or other easement holders' use of the West Easement Parcel; provided, however, that following the performance of authorized work, neither the City nor any prior or subsequent easement holder shall be required to restore any specialized or decorative pavement or any other improvement different from the paving and surface drainage which is customarily provided in the public alleys of the City.

6. Construction, Operation and Maintenance of Easements and Improvements. Grantee shall be solely responsible for installing, constructing, using, operating, inspecting, maintaining, repairing, replacing, reconstructing and removing its facilities and improvements for Temporary Construction, Access, Duct Bank and Foundation Purposes at its sole cost and expense and in a manner consistent with providing a safe and unobstructed access to the Easement Parcels to all parties. This shall include maintenance of pavement installed in the West Easement Parcel. All work to be performed by Grantee or its contractor for repairing, replacing, reconstructing and removing any facility or improvement in the Easement Parcels, but not any work that is routine maintenance, shall require the submission of plans in accordance with Section 4 above. For purposes of this paragraph, repairing and restoring pavement previously approved as provided in Section 4 shall be considered routine maintenance and will not require further approval. Grantee shall cause all work performed upon the Easement Parcels to be undertaken and completed in a good and workmanlike manner with due care and diligence, and in accordance with this Agreement and all applicable laws, ordinances, regulations and other governmental authority ("Law"). Grantee must secure all other permits and approvals that may be required to undertake the Work. Grantee understands that this Agreement or any approvals granted hereunder shall not act as a substitute for any other permitting or approvals that may be required to undertake the Work. Grantee shall cause the proper removal and disposal of any hazardous or other regulated materials that it or any persons entering the Easement Areas under its authority have caused to be brought or deposited upon the Easement Parcels, in strict accordance with Law.
7. Restoration. Promptly upon the completion of any work, Grantee agrees to restore the Easement Parcels, including, but not limited to, any fencing, driveways, or sidewalks facilities existing at the time of the commencement of the work, to the extent altered or disturbed by any such work, except for (i) the Grantee shall not be required to restore any improvements in the West Easement Parcel that will be demolished (including the gate at the southern end of the West Easement Parcel) in accordance with the Development Plans and Easement Plans, and (ii) facilities and improvements installed pursuant to approved Easement Plans may remain in the Easement Areas. In the event that Grantee shall fail to perform any such restoration after the City has provided 60 days written notice, the City may perform such work for Grantee and Grantee shall reimburse the City for all actual costs reasonably incurred in performing such

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restoration within 10 days of its receipt of a written notice describing and detailing such activities.

8. Relocation by City. In the event that the City desires to relocate any of facilities or improvements of the Easement for the Ductbank Purposes, unless such relocation is necessitated by any work or repairs undertaken to the Development Property by Grantee, the City shall cause to be prepared and delivered to Grantee for approval detailed plans, specifications and phasing plan for the relocation of such facilities together with a description of Grantee's work necessary and appropriate for such relocation ("Relocation Plans"). Grantee shall not unreasonably withhold its approval of such Relocation Plans and upon such approval, agrees to perform the Grantee's work as prescribed therein ("Grantee's Work"). Grantee shall be reimbursed its actual costs reasonably incurred in undertaking Grantee's Work. If Grantee shall fail to respond within 30 days as required above, the Relocation Plans and the Grantee's Work shall be deemed approved.
9. Indemnity. To the full extent under the Law, the Grantee shall indemnify, defend and hold harmless the City, its agents and employees from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage ("Claim") arising out of or resulting from use of the Easement Parcel by Grantee, its agents, employees, lessees, permittees, licensees, or invitees ("Grantee Parties"), except to the extent that such Claim is proximately caused by the negligence, willful and wanton, or intentionally tortious conduct of City. To the extent permissible by Law, the Grantee hereby waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of City, Grantee or a contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)).
10. Insurance In the event that the Grantee shall perform, or retain or utilize an employee, contractor, agent or any other person or entity ("Grantee Agent") to perform any installation, construction, operation, inspection, maintenance, repair, replacement, reconstruction or removal of facilities or improvements on or in and Easement Parcel, then prior to commencing such work, Grantee shall either add or require the Grantee Agent to add the City as additional insureds on applicable policies of insurance covering the work, which policies shall, at a minimum, comply with the requirements set forth in Exhibit E.
11. Covenants Running with the Land. This Agreement and all rights granted and obligations created shall run with the Easement Parcels and the Development Property and shall bind, be enforceable by, and inure to the benefit of the City, the Grantee and their respective successors and assigns.
12. Severability. If any clause, sentence or other portion of the terms, conditions, covenants and restrictions herein becomes illegal, null or void, for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this easement shall remain in full force and effect.
13. Notices
 - (a) All notices or other communications required or given under the terms of this Agreement shall be in writing, and shall be delivered by: (i) receipted personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; or (iv) facsimile

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transmission, accompanied by a copy of the Notice mailed by first-class mail, addressed to the parties as follows:

If to the Grantee: Halsted Limited Partnership
c/o Halsted GP LLC
208 S. LaSalle Street, Suite 1818
Chicago, IL 60604

With copy to: Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Blvd. Suite 400
Chicago, IL 60661
Attention: Bill Skalitzky

If to City: City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Room 300
Chicago, Illinois 60602

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With copy to: Corporation Counsel
City of Chicago
City Hall, Room 605
121 N. LaSalle Street
Chicago, IL 60602
Attention: Deputy Corporation Counsel – Real Estate

(b) A notice shall be deemed to have been served: (i) upon the date of receipt served by personal delivery or by commercial overnight courier service; (ii) upon the date of receipt of service by facsimile transmission provided that the transmission is completed by 5:00 p.m., with written confirmation of receipt, or if not completed by 5:00 p.m., on the next business day; or, (iii) upon the fifth (5th) business day following deposit with the U.S. Post Office and served by certified mail where the receipt has been signed.

(c) Either party may change the address to whom service of notices shall be effected by a notice in conformity with the provisions of this Section 11

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Halsted Limited Partnership, an Illinois limited partnership

By: Halsted GP LLC, an Illinois limited liability company, its general partner

By: Heartland Housing, Inc., an Illinois not for profit corporation, its manager

By: Michael Goldberg
Michael Goldberg, Executive Director

CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: _____
Rahm Emanuel, Mayor

ATTEST:

Susana A. Mendoza, City Clerk

Approved as to form and legality:

Special Asst. Corp. Counsel
Authorized by ordinance approved March __, 2013
(CJ. pp. _____ - _____)

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Halsted Limited Partnership, an Illinois limited partnership

By: Halsted GP LLC, an Illinois limited liability company, its general partner

By: Heartland Housing, Inc., an Illinois not for profit corporation, its manager

By: _____
Michael Goldberg, Executive Director

CITY OF CHICAGO,
an Illinois home rule municipal corporation

By: Rahm Emanuel, RP
Rahm Emanuel, Mayor

ATTEST:

Susana A. Mendoza
Susana A. Mendoza, City Clerk

Approved as to form and legality:

John D. McDermott
Special Asst. Corp. Counsel
Authorized by ordinance approved March 12, 2013
(CJ. pp. 47870 - 47880)

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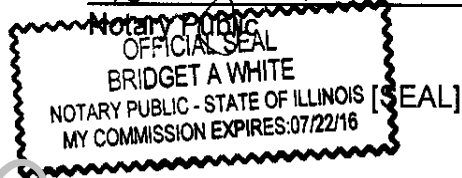
STATE OF ILLINOIS)) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, Bridget A. White, a notary public in and for said county, in the State aforesaid do hereby certify that Michael Goldberg, personally known to me to be the Executive Director of Heartland Housing, Inc., the manager of Halsted GP LLC, an Illinois limited liability company, the general partner of Halsted Limited Partnership, an Illinois limited partnership (the "Grantee"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and the General Partner on behalf of Grantee for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of April, 2013.

Bridget A. White



State of Illinois)) SS
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen R. Patton, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation, pursuant to proxy on behalf of Rahm Emanuel, Mayor of the City of Chicago, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as said Corporation Counsel, he signed and delivered said instrument, as his free and voluntary acts, and as the free and voluntary acts and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2013.

Notary Public

[SEAL]

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, _____, a notary public in and for said county, in the State aforesaid do hereby certify that Michael Goldberg, personally known to me to be the Executive Director of Heartland Housing, Inc., the manager of Halsted GP LLC, an Illinois limited liability company, the general partner of Halsted Limited Partnership, an Illinois limited partnership (the "Grantee"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and the General Partner on behalf of Grantee for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2013.

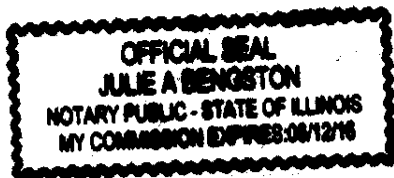
Notary Public

[SEAL]

State of Illinois)) SS
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen R. Patton, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation, pursuant to proxy on behalf of Rahm Emanuel, Mayor of the City of Chicago, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as said Corporation Counsel, he signed and delivered said instrument, as his free and voluntary acts, and as the free and voluntary acts and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of APRIL, 2013.



Julie A Bengston
Notary Public

[SEAL]

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EXHIBIT A

West Easement Parcel

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE NORTH 52.64 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 52.64 FEET WITH THE EAST LINE OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE NORTH 89 DEGREES 42 MINUTES 39 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH 52.64 FEET AFORESAID, 12.84 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.91 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 29.19 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.89 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 29.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.87 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 29.05 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.77 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 28.53 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.65 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 3.32 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 21.26 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 0.98 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 3.53 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 13.82 FEET TO THE EAST LINE OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE NORTH 00 DEGREES 15 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 238.14 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PIN 14-20-230-008

Address: 818 West Addison Street, Chicago, Illinois

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EXHIBIT B

North Easement Property

THE SOUTH 5.0 FEET OF THE NORTH 52.64 FEET OF THE SOUTHEAST QUARTER OF
BLOCK 16 LYING EAST OF THE WEST 177.37 FEET THEREOF IN LAFLIN, SMITH AND
DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, IN TOWNSHIP 40
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 14-20-230-010

Address: 3616 N. Halsted Street, Chicago, Illinois

Property of Cook County Clerk's Office

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EXHIBIT C

Development Property

PBC PARCEL (PARCEL 1):

THE NORTH 140.0 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF BLOCK 16 LYING EAST OF THE WEST 177.37 FEET THEREOF (EXCEPT THE NORTH 52.64 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CITY PARCEL (PARCEL 2):

THAT PART OF THE EAST 150.0 FEET (EXCEPT THE NORTH 140.0 FEET THEREOF) OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF BLOCK 16 LYING EAST OF THE WEST 177.37 FEET OF SAID SOUTHEAST $\frac{1}{4}$ OF BLOCK 16, ALL LYING WEST OF THE WEST LINE OF HALSTED STREET, IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: Parcel 1: 14-20-230-008 (affects this and other property)
Parcel 2: 14-20-230-010 (affects this and other property)

Commonly known as 3600-16 N. Halsted Street, Chicago, Illinois

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EXHIBIT D

Easement Site Plans

Property of Cook County Clerk's Office

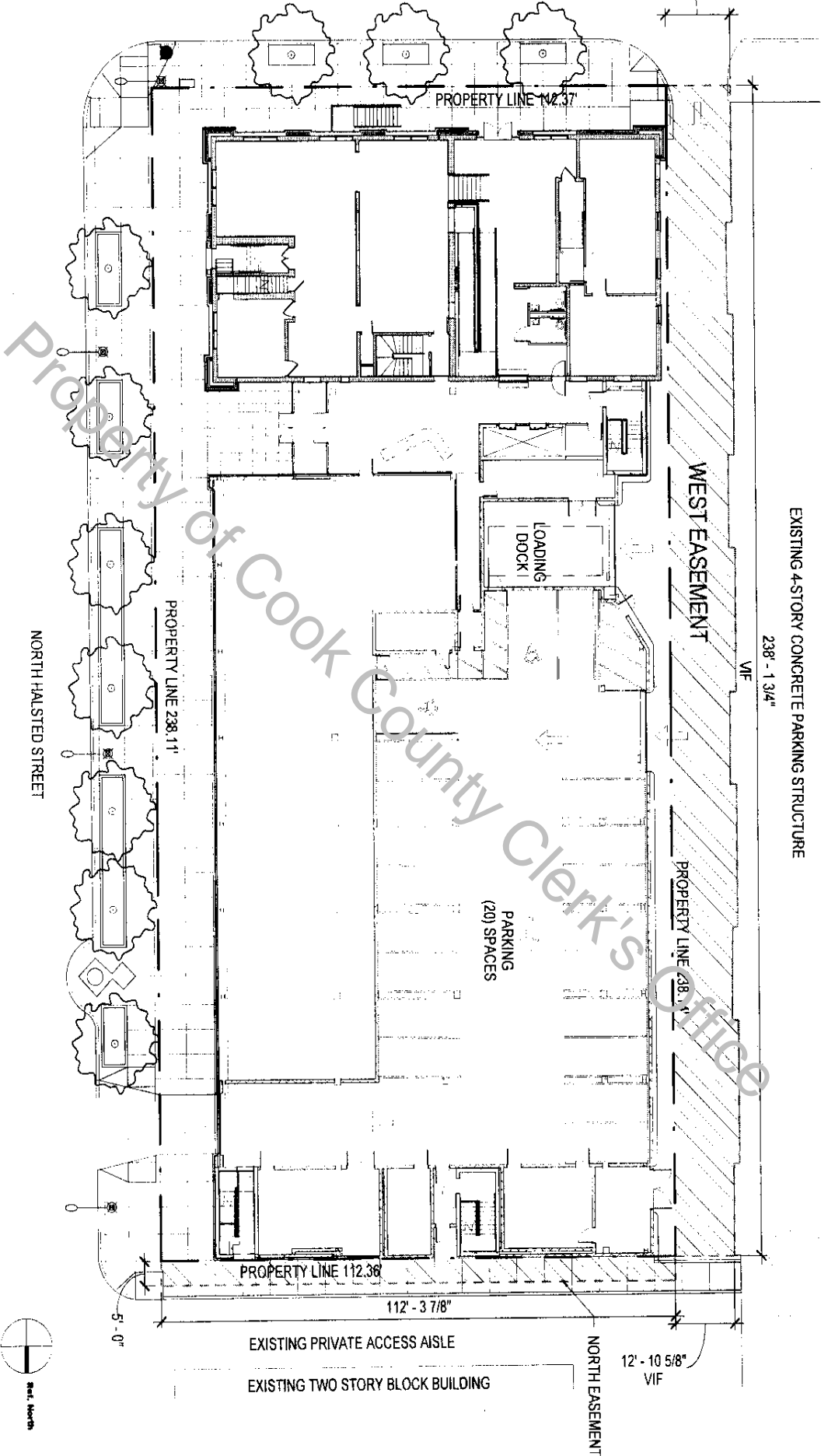


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SHEET: PLAN / 1" = 20'
DATE: 03/21/13

3600 N. Halsted Senior Housing
ANK_2013_03_21_A

03/21/13
© 2013

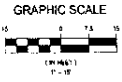


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GREMLEY & BIEDERMANN
 A Division of
PLCS Corporation
10700 N. 104.00332
 PROFESSIONAL LAND SURVEYORS
 4535 NORTH EASTON AVENUE, CHICAGO, IL 60630
 TELEPHONE (773) 885-5102 FAX (773) 296-4184 EMAIL INFO@PLCS-SURVEY.COM

EXHIBIT



Legend

- ☉ Storm MH
- ☉ Storm UB
- ☉ Storm Inlet
- ☉ Sun Storm Combo MH
- ☉ Water WH
- ☉ Water Sulfuric Ev.
- ☉ Water Meter
- ☉ Water Fire Hydrant
- ☉ Telephone WH
- ☉ Utility Pole
- ☉ Electric MH
- ☉ Electric Pedestal
- ☉ Electric Light Pole
- ☉ Electric Traffic Control Box
- ☉ Gas Meter
- ☉ Gas Valve
- ☉ Parking Pay Box
- ☉ Sign Post
- ☉ Dumpster Post
- ☉ Fire Rock
- ☉ Unexcavated Manhole
- ☉ Flag Pole
- ☉ Electric Light Pole with Traffic Signal
- ☉ Tree - Deciduous

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE NORTH 52.84 FEET (THREE) IN LAPIN SMITH AND DYERS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 36, IN TOWNSHIP 45 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 52.84 FEET WITH THE EAST LINE OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE NORTH 89 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH 52.84 FEET AFORESAID, 13.84 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.81 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 29.19 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 18.81 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 20.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 16.87 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 20.16 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 13.77 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 28.63 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 14.85 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 0.30 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 56 SECONDS EAST, 1.41 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 21.26 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 56 SECONDS WEST, 0.30 FEET;

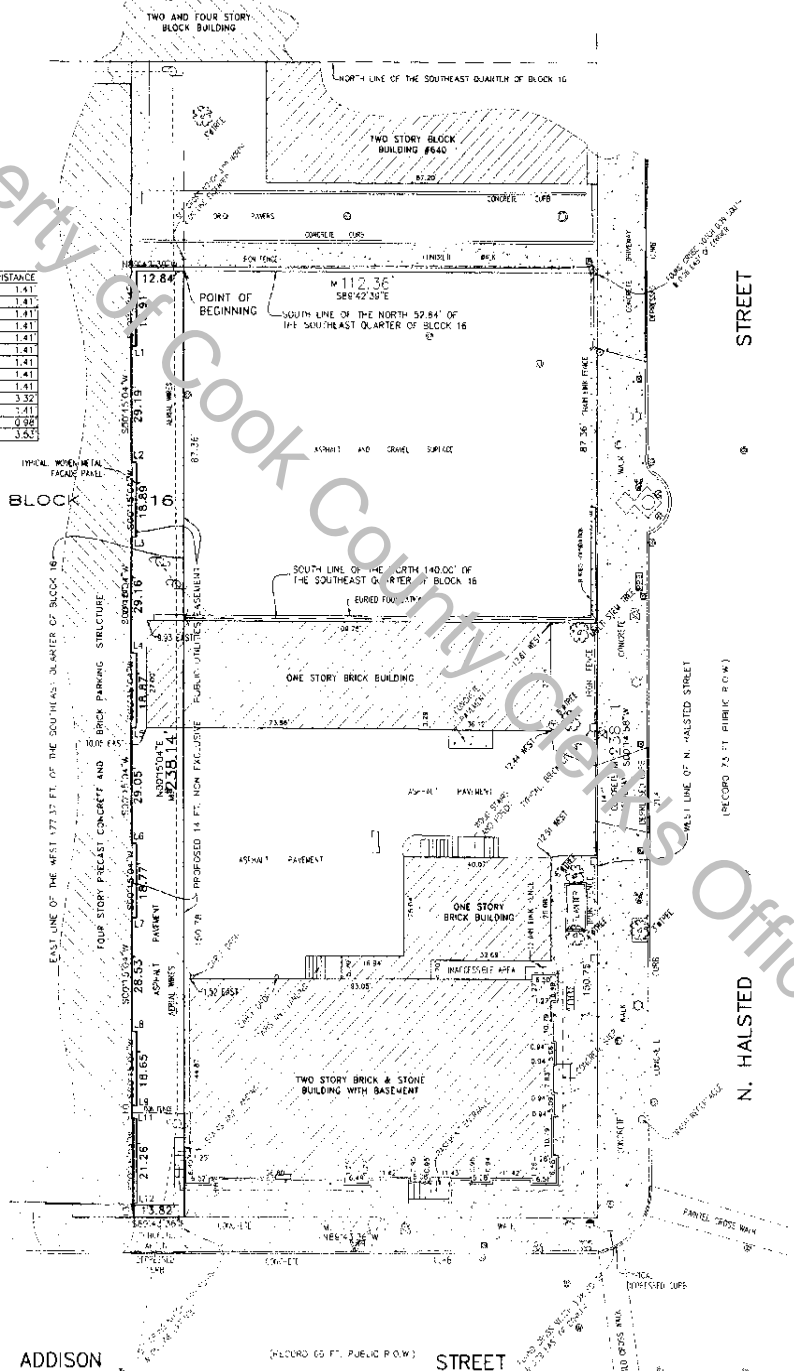
THENCE SOUTH 00 DEGREES 15 MINUTES 04 SECONDS WEST, 3.93 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 13.82 FEET TO THE EAST LINE OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 AFORESAID;

THENCE NORTH 00 DEGREES 15 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 238.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 3229.7 SQ. FT. OR 0.074 ACRES, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S89°44'56"W	1.41
L2	S89°44'56"E	1.41
L3	S89°44'56"W	1.41
L4	S89°44'56"E	1.41
L5	S89°44'56"W	1.41
L6	S89°44'56"E	1.41
L7	S89°44'56"W	1.41
L8	S89°44'56"E	1.41
L9	S89°44'56"W	1.41
L10	S00°15'04"W	3.32
L11	S89°44'56"E	1.41
L12	S89°44'56"W	0.30
L13	S00°15'04"W	3.93



ORDERED BY: **HEMLOCK PARKING** CHICAGO, IL 60642
 ORDERED BY: **GREMLEY & BIEDERMANN** PLCS CORPORATION
 4535 NORTH EASTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 885-5102 FAX: (773) 296-4184 EMAIL: INFO@PLCS-SURVEY.COM

DATE: 2013-17424-001
 SCALE: 1" = 100'-0"

SURVEY NOTES

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT, CHICAGO, ILLINOIS, AND THE PROFESSIONAL SURVEYING ACT, CHICAGO, ILLINOIS, AND THE PROFESSIONAL SURVEYING ACT, CHICAGO, ILLINOIS.

2. THE SURVEY WAS CONDUCTED ON THE DATE OF THE SURVEY.

3. THE SURVEY WAS CONDUCTED BY THE SURVEYORS.

4. THE SURVEY WAS CONDUCTED BY THE SURVEYORS.

5. THE SURVEY WAS CONDUCTED BY THE SURVEYORS.

STATE OF ILLINOIS
 COUNTY OF COOK

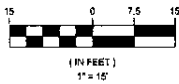
FILED FOR THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON THIS 15th DAY OF FEBRUARY, 2013.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, IN BOOK 17424, PAGE 001.

2013 FEB 15 10:11 AM

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GRAPHIC SCALE



GREMLEY & BIEDERMANN

A DIVISION OF
PLCS Corporation

LICENSE NO. 084-065322

PROFESSIONAL LAND SURVEYORS

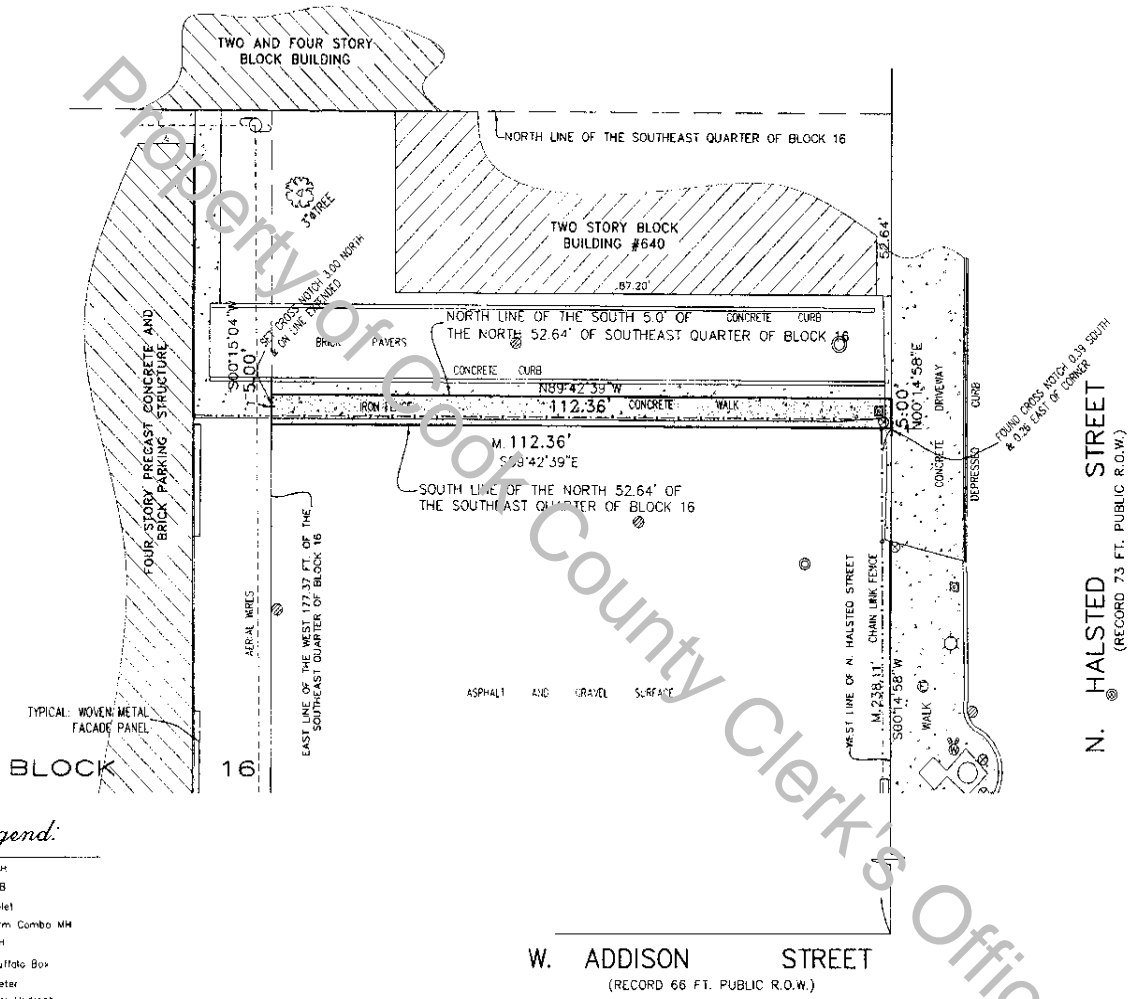
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

EXHIBIT

THE SOUTH 5.0 FEET OF THE NORTH 52.64 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE WEST 177.37 FEET THEREOF IN LAFIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY AREA = 561.8 SQ. FT. OR 0.013 ACRES MORE OR LESS.



Legend:

- ⊙ Storm MH
- ⊙ Storm CB
- ⊙ Storm Inlet
- ⊙ San Storm Combo MH
- ⊙ Water MH
- ⊙ Water Buffalo Box
- ⊙ Water Meter
- ⊙ Water Fire Hydrant
- ⊙ Telephone MH
- ⊙ Utility Pole
- ⊙ Electric MH
- ⊙ Electric Pedestal
- ⊙ Electric Light Pole
- ⊙ Electric Traffic Control Box
- ⊙ Gas Meter
- ⊙ Gas Valve
- ⊙ Parking Pay Box
- ⊙ Sign Post
- ⊙ Bumper Post
- ⊙ Pole Rock
- ⊙ Unenclosed Manhole
- ⊙ Flag Pole
- ⊙ Electric Signal Pole with Traffic Signal
- ⊙ Tree - Deciduous

W. ADDISON STREET
(RECORD 66 FT. PUBLIC R.O.W.)

N. HALSTED STREET
(RECORD 73 FT. PUBLIC R.O.W.)

ORDERED BY: HEARTLAND HOUSING INC.		CHECKED: [Signature]	DRAWN: BS
ADDRESS: 3400-3410 N. HALSTED STREET		GREMLEY & BIEDERMANN PLCS CORPORATION	
LICENSE NO. 084-065322 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO. 2013-17424-002	DATE FEBRUARY 11, 2013	PAGE NO. 1 of 1	
SCALE: 1 INCH = 15 FEET			

SURVEY NOTES:

Note R & M denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, the policy and local building line regulations.

NO dimensions shall be assumed by state measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted horizon the bearing is True. Elevation Datum and Coordinate Datum if used is ASSUMED.

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STATE OF ILLINOIS
COUNTY OF COOK

WE, GREMLEY & BIEDERMANN INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EXHIBIT FOR THE USES AND PURPOSES AS SHOWN HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

FIELD MEASUREMENTS COMPLETED: **DECEMBER 3, 2012**

SIGNED ON: February 15, 2013

 PROFESSIONAL ILLINOIS LAND SURVEYOR A JEP
 My license expires November 30, 2014.

NO. 3-1-1
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
CHICAGO, ILLINOIS

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EXHIBIT E

INSURANCE REQUIREMENTS

Property of Cook County Clerk's Office



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EXHIBIT E

INSURANCE REQUIREMENTS

1. **Insurance.** Grantee shall procure and maintain, or cause to be procured and maintained, at Grantee's sole expense (or the expense of its contractors or subcontractors as applicable), during the entire term of this Agreement, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all Work under this Agreement, whether performed by or on behalf of Grantee.

(a) **Worker's Compensation and Employer's Liability Insurance.** Grantee and its contractors and subcontractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 each accident or illness.

(b) **Commercial General Liability Insurance (Primary and Umbrella).** Grantee and its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Activity.

(c) **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, Grantee and its contractors and subcontractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(d) **Professional Liability Insurance.** When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

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(e) All Risk Property. Grantee and its contractors and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Grantee or its contractors and subcontractors. Grantee shall be responsible for all loss or damage to city property at replacement cost.

Grantee shall deliver, or cause its contractors or subcontractors to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from Grantee (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. Grantee shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve Grantee of the obligation to provide insurance as specified herein. The City may terminate this Agreement for non-fulfillment of the insurance conditions, and retains the right to stop work until proper evidence of insurance is provided.

Grantee (or its contractors or subcontractors as applicable) shall be responsible for any and all deductibles or self-insured retentions. Grantee agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. Grantee expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Grantee's liabilities and responsibilities specified in this Agreement or by law. Grantee expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Grantee (or its contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

Grantee shall require all contractors and subcontractors to maintain the above-described coverage, or Grantee may provide such coverage for its contractors and subcontractors. If Grantee or any contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by Grantee or any of its contractors or subcontractors in connection with the Activity.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.