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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS

FOR
1340 SOUTH DAMEN
AND
2011-2061 WEST HASTINGS,
CHICAGO, ILLINOIS

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<p>This instrument was prepared by and after recording mail to: Michael T. O'Connor, Esq. Fuchs & Roselli, Ltd. 440 West Randolph Suite 500 Chicago, Illinois 60606</p>	<p>Property Address: 1340 South Damen Avenue 2011-2061 West Hastings Chicago, Illinois <i>60606</i></p> <p>P.I.N.: 17-19-114-051; 17-19-114-052; 17-19-115-002; 17-19-115-003; 17-19-115-004; 17-19-115-005; 17-19-115-006; 17-19-115-007; 17-19-115-008; 17-19-115-009; 17-19-115-011; 17-19-115-012; 17-19-115-013; 17-19-115-014; 17-19-113-051</p>
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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS (this "**Agreement or Declaration**") is made and entered into as of the 19th day of May, 2014 by LUI CHICAGO HASTINGS, LLC, a Delaware Limited Liability Company ("**Declarant**").

RECITALS:

A. Capitalized terms used and not otherwise defined in the Recitals shall have the meanings set forth in Article I hereof.

B. Declarant is the Owner of the Parcel (as hereinafter defined), which is situated in Chicago, Cook County, Illinois and is legally described in Exhibit A, attached hereto and made a part hereof.

C. The Parcel is presently improved with (i) a five (5) story office building; (ii) a one (1) story warehouse building; (iii) a second detached one (1) story warehouse building; and (iv) parking for approximately 658 vehicles.

D. The 1340 Property and the 2011 Property are functionally dependent on the other, to some extent, for structural support, enclosure, ingress and egress, utility services or other facilities and components necessary to the efficient operation and intended use of the 1340 Property and the 2011 Property.

F. Declarant desires by this Agreement to provide for the efficient operation of each respective portion, estate and interest in the Total Property, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Total Property, and to protect the respective values of each such portion, estate and interest in the Total Property by providing for, declaring and creating certain easements, covenants and restrictions affecting the Owners of each portion of the Total Property which will be binding upon each present and future Owner of the Total Property, or of any portion thereof or interest or estate therein.

NOW, THEREFORE, Declarant hereby declares that the Parcel and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Agreement, and declares that each of the easements, covenants, conditions, restrictions, burdens, uses, privileges, and charges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of, all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Total Property and each of the foregoing shall run with the land and interests subjected to this Agreement.

ARTICLE 1

DEFINITIONS

As used herein, the following terms shall have the following meanings:

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1.1 "**Architect**" means the person or entity from time to time acting pursuant to Article 2.1 of this Agreement.

1.2 "**Building**" means collectively, that certain (i) five (5) story office building located at 1340 South Damen Avenue, Chicago, Illinois; and (ii) contiguous attached one (1) story warehouse building commonly known as 2009 - 2011 West Hastings, Chicago, Illinois.

1.3 "**1340 Property**" means the portion of the Parcel containing the 5 story building, as legally described in Exhibit B, attached hereto and made a part hereof.

1.4 "**1340 Improvements**" means all improvements constructed or reconstructed upon and within the 1340 Property, including, without limitation, the Facilities, sidewalks and landscaping located in, on or under the 1340 Property, but excluding any Facilities exclusively serving the 2011 Property.

1.5 "**2011 Property**" means the improvements and Facilities comprising the one (1) story warehouse building, but excluding any Facilities exclusively serving the 1340 Property which 2011 Property is legally described in Exhibit C attached hereto and made a part hereof.

1.6 "**2011 Improvements**" means all improvements constructed or reconstructed upon and within the 2011 Property, including, without limitation, the Facilities, sidewalks and landscaping located in, on or under the 2011 Property, but excluding any Facilities exclusively serving the 1340 Property.

1.7 "**2059-61 Property**" means the parcel of land improved with a one (1) story warehouse building and which is legally described in Exhibit D attached hereto and made a part hereof.

1.8 "**Common Walls, Floors and Ceilings**", means all common structural and partition walls, floors and ceilings situated on or adjoining the 1340 Property and the 2011 Property, or, located on one such property but forming the walls, floors or ceilings of the other property.

1.9 "**Declarant**" means LUI Chicago Hastings, LLC a Delaware limited liability company.

1.10 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements, including all exhibits, amendments and supplement thereto.

1.11 "**Depository**" means the person or entity from time to time acting pursuant to Article 17 of this Declaration.

1.12 "**Easements**" means all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Agreement.

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1.13 **"Emergency Situation"** means a situation impairing or imminently likely to impair structural support of the Building or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Total Property or any property in, on, under, within, upon or about the Total Property. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.14 **"Facilities"** means all components of the domestic water, sanitary waste, storm water, electrical, gas, elevator cars and systems, and all other utility systems forming a part of the Building and designed or utilized to furnish utility and other services to any portion of the Building, including, but not limited to, the following components of such systems: boxes, brackets, cabinets, cables, chutes, coils, conduits, controls, control centers, couplers, dampers, devices, ducts, elevator cars, elevator equipment, equipment, fans, fixtures, generators, hangers, heat exchangers, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, switches, systems, transformers, valves, wiring and the like.

1.15 **"Improvements"** means the 1340 Improvements, the 2011 Improvements and the Parking Improvements.

1.16 **"Maintenance"** means and includes operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation and replacement when necessary or desirable of Facilities or of such other portions of the Improvements and includes the right of access to and the right to remove from the Improvements portions of such Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Agreement.

1.17 **"Mortgage"** means a mortgage or trust deed in the nature of a mortgage on all or any portion of the Total Property.

1.18 **"Mortgagee"** means the holder of a Mortgage.

1.19 **"Owner"** means fee simple titleholder of all or any portion of the Total Property, as the context requires.

1.20 **"Parcel"** means the parcel of real estate legally described on Exhibit "A" attached hereto.

1.21 **"Parking Improvements"** shall mean all improvements located on the Parking Property.

1.22 **"Parking Property"** shall mean the portion of the Parcel containing the parking area north of Hastings as legally described on Exhibit F.

1.23 **"Recorder"** means the Recorder of Deeds of Cook County, Illinois.

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1.24 "**Secured Property Lenders**" mean the holder of any mortgage or trust deed in the nature of a mortgage (as the same may be amended and/or replaced from time to time) on any portion of the Total Property.

1.25 "**Total Property**" means the Parcel and all Improvements and Facilities located thereon.

1.26 "**Unavoidable Delay**" means a period of time caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense preemption, acts of God, energy shortages or similar causes beyond the reasonable control of an Owner (other than inability to make payment of money) which excuses the timely performance of any obligation created hereunder. The time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform shall notify the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. Such non-performing Owner shall, from time to time, upon written request of the other Owners, keep the other Owners fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

ARTICLE 2

EASEMENTS IN FAVOR OF 2011 PROPERTY

2.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the 1340 Property and the 2059-2061 Property in favor of the 2011 Property are hereby granted, reserved, declared and created (the term "**Granted**" or "**granted**" as hereinafter used in describing Easements shall be deemed to mean "**granted, reserved, declared and created**"):

(a) A non-exclusive Easement in and to all structural members, joistings, caissons, foundations, columns, beams and any other supporting components located in or constituting a part of the 1340 Property, for the support and Maintenance of (i) the 2011 Property and (ii) any Facilities located in the 1340 Property with respect to which the Owner of the 2011 Property is granted an Easement under this Agreement.

(b) A non-exclusive Easement for access to, use for their intended purposes and Maintenance of all Facilities located in the 1340 Property and connected to Facilities located in or used by the 2011 Property (and any replacement thereof) which provide or shall be necessary or desirable to provide the 2011 Property with any utilities or other services, including without limitation, the use of the roof or the use of the exterior of the Building for the installation, maintenance, replacement and removal of a satellite dish, exhaust vents, fire suppression systems, the water supply system, the HVAC systems serving the 2011 Property, the mechanical and electrical systems of the Building, cable, internet or other entertainment services and to the extent they exist, security intercom

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systems serving the Building. Access is also hereby granted to the Generator Room, the Pump/Mechanical Room, the ComEd Vault, Switchgear Room, Meter Rooms and rooms or areas designated for the HVAC System, Fuel Tank Room, Telephone Room, Emergency Panel Room, Elevator Pits, the Pump Room located in any sub-basement, basement floor or first floor of the Building and the Emergency Generator located on the Mezzanine Floor.

(c) A non-exclusive Easement, permitting encroachments in the event and to the extent that, by reason of the original construction, or any reconstruction or replacement authorized by the terms of this Agreement of any part of the 2011 Improvements or the 2011 Property or the subsequent settlement or shifting of any part of the 2011 Improvements or the 2011 Property, any part of the 2011 Property or the 2011 Improvements encroaches or shall hereafter encroach upon any part of the 1340 Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the 2011 Property or the 2011 Improvements continues to exist.

(d) An Easement (i) in and to all Common Walls, Floors and Ceilings serving the 2011 Property; (ii) for the use of such Common Walls, Floors and Ceilings; and (iii) for the Maintenance of such Common Walls, Floors and Ceilings.

(e) A non-exclusive easement for ingress and egress by persons, materials and equipment over, on, across and through the lobby and through hallways and corridors throughout the 1340 Property (“Service Corridors”) and any perimeter doors, entrances and hallways which serve exclusively or non-exclusively the 1340 Property; and including a non-exclusive easement for ingress and egress through, across and over the lobby of the 1340 Property, providing indoor access to the 2011 Property if at all, for Maintenance of any Facility located in the 2011 Property most easily accessible through the 1340 Property; or (ii) located in the 1340 Property and serving the 2011 Property exclusively.

(f) Non-exclusive Easements over the 2059-2061 Easement Area as set forth in Exhibit E (i) in an Emergency Situation for pedestrian and vehicular ingress and egress to and from South Damen Avenue; (ii) for pedestrian and vehicular ingress and egress over the 2059-2061 Property to the parking area in the southwest corner of the 2011 Property; (iii) to maintain, operate and use the Propane Storage Area; and (iv) for vehicular ingress and egress to the loading dock on the west side of the 2011 Property and Propane Storage Area as described on the Plat of Survey attached hereto and incorporated herein as Exhibit E.

(g) A non-exclusive easement for access and use of the elevators serving the Building for access between the ground floor and all floors of the Building and to the roof of the Building to the extent reasonably required by the Owner of the 2011 Property to maintain the 2011 Improvements or to otherwise perform its obligations under this Agreement. The Owner of the 2011 Property is hereby granted the right to use the Service Corridors of the Building for ingress, egress and access purposes to and from portions of the 2011 Property to the roof of the 2011 Property and other portions of the 2011 Property and to

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aid handicap access to the 2011 Property if necessary. In particular, but not by way of limitation, the 2011 Property, its agents, employees, tenants, guests and invitees, are granted the right to use the Service Corridor of the 1340 Property for access, ingress, and egress to and from adjacent areas of the 2011 Property.

(h) A non-exclusive Easement for ingress, egress and access to by persons, material and equipment, to and from any loading zone, loading berth, service areas, Service Corridors and delivery entrances located in, on or about the ground floor of the Building. Said Easement shall be for the minimum amount of time reasonably necessary for loading and unloading of material and shall not permit overnight parking of vehicles. The Owner of the 1340 Property and the Owner of the 2011 Property shall cooperate to coordinate the use of said Easement in such a manner that does not unreasonably interfere with use of the Easement by the other party.

(i) A non-exclusive Easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the 1340 Property.

(j) A non-exclusive Easement for ingress and egress and regress (and, where reasonably necessary, use) for persons, material and equipment over, on, across and through the 1340 Property to the extent reasonably necessary to permit the construction, Maintenance, repair, replacement, restoration or reconstruction of the 2011 Property as required or permitted pursuant to this Agreement, or to the extent reasonably necessary to exercise the Easements set forth in this Section 2.1 or to provide structural support required by Article 5 hereof.

(k) A non-exclusive Easement for the use and maintenance of future Facilities connecting Facilities or areas of the 2011 Property to any antennae or other communications devices or equipment on the roof and/or elevator penthouse of the 1340 Property, which future use may extend through space for such future use.

(l) A non-exclusive Easement for the use of the stairwells which connect the basement floor with the roof and for access to and from the basement floor of the Building to the roof of the Building.

(m) A non-exclusive Easement for the use of the exhaust shafts and ducts and related ventilation equipment serving the 2011 Property and located in or passing through the 1340 Property permitting exhaust ventilation.

(n) A non-exclusive Easement to install, maintain, remove and reinstall HVAC equipment on the roof of the 2011 Improvements which will serve all or a portion of the 2011 Property.

(o) A non-exclusive Easement for pedestrian and vehicular ingress and egress over the Parking Easement Area as set forth in Exhibit E to gain access to the 2011 Parking Area as set forth in Exhibit E.

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2.2 Each Easement created under this Article 2 which, for its enjoyment, provides or requires ingress and egress on, over, across or through the 1340 Property shall be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules and regulations, as the Owner of the 1340 Property may, from time to time, impose with respect to the use of such Easements including, without limitation, the establishment of limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the applicable portion of the 1340 Property and in order to assure the reasonable security of the applicable portion of the 1340 Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement or materially increase the cost of the enjoyment or exercise of such Easement.

2.3 Easements provided for, declared or created under this Article 2 shall be binding upon the 1340 Property and each Owner of the 1340 Property and shall run in favor of and inure to the benefit of and be appurtenant to the 2011 Property and each portion thereof. The Owner of the 1340 Property shall not modify, alter or otherwise change the nature of the 1340 Improvements in any way that would adversely impact the use of the Easements created in this Article 2 without the prior written consent of the Owner of the 2011 Property. Specifically, the Owner of the 1340 Property shall not block or hinder access by the Owner of the 2011 Property (including, but not limited to, its employees and contractors) to the Generator Room, the Pump/Mechanical Room, the ComEd Vault, Switchgear Room, Meter Rooms and rooms or areas designated for the HVAC System, Fuel Tank Room, Telephone Room, Emergency Panel Room, Elevator Pits, the Pump Room located on the basement floor and first floor of the Building and the Emergency Generator located on the Mezzanine Floor without the prior written consent of the Owner of the 2011 Property.

ARTICLE 3

EASEMENTS IN FAVOR OF 1340 PROPERTY AND THE 2059-2061 PROPERTY

3.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the 2011 Property in favor of the 1340 Property are hereby granted:

(a) A non-exclusive Easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the 2011 Property for the support and Maintenance of (i) the 1340 Improvements and (ii) any Facilities located in the 2011 Property with respect to which the Owner of the 1340 Property is granted an Easement under this Agreement.

(b) a non-exclusive Easement for access to, use for their intended purposes and Maintenance of all Facilities located in the 2011 Property and connected to Facilities located in the 1340 Property (and any replacement thereof) which provide the 1340 Property with any utilities or other services which may otherwise be necessary for the operation of the 1340 Property.

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- (c) A non-exclusive Easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any reconstruction or replacement authorized by the terms of this Agreement of the 1340 Improvements or the subsequent settlement or shifting of any part of the 1340 Improvements, any part of the 1340 Improvements encroaches or shall hereafter encroach upon any part of the 2011 Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the 1340 Improvements continues to exist and shall specifically include the fire escapes located on the west façade of the 1340 Improvements.
- (d) An Easement (i) in and to all Common Walls, Floors and Ceilings serving the 1340 Property; (ii) for the use of such Common Walls, Floors and Ceilings; and (iii) for the Maintenance of such Common Walls, Floors and Ceilings
- (e) A non-exclusive Easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the 2011 Property including, but not limited to, pedestrian ingress and egress from the fire escape at the northwest corner of the 1340 Improvements over the roof of the 2011 Property and down the fire escape on the north façade of the 2011 Improvements in Emergency Situations.
- (f) A non-exclusive Easement for ingress and egress (and, where reasonably necessary, use) by persons, material and equipment over, on, across and through the 2011 Property to the extent reasonably necessary to permit the construction, Maintenance, repair, replacement, restoration or reconstruction of the 1340 Property as required or permitted pursuant to this Agreement, or to the extent reasonably necessary to exercise the Easements set forth in this Section 3.1 or to provide structural support required by Article 5 hereof.
- (g) A non-exclusive Easement for the use of the fire stairwells, if necessary, which connect the 1340 Property with the roof, ground floor and basement of the 2011 Property.
- (h) A non-exclusive Easement through and across the 2011 Property, if necessary, for access to and Maintenance of the water meter, fire pumps, domestic water pumps, sprinkler risers, water drain lines, lines in connection with the sprinkler system and ejector pumps (if any) located in or passing through the 2011 Property.
- (i) A non-exclusive Easement through and across the 2011 Property for access to and Maintenance of waste stacks and grease lines.
- (j) An Easement for the use of the exhaust shafts and ducts and related ventilation equipment serving the 1340 Property and located in or passing through the 2011 Property permitting exhaust ventilation.
- (k) An Easement for the maintenance, operation and use of a stairwell and elevator in the northeast corner of the 2011 Improvements as set forth in the Survey attached as

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Exhibit E including any and all support structures, utility lines and other components of said stairwell and elevator.

3.2 Each Easement created under this Article 3 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the 2011 Property shall be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules and regulations, as the Owner of the 2011 Property may, from time to time, impose with respect to the use of such Easements, including, without limitation, the establishment of limited hours of the day or days of the week during which such Easement may be used to prevent any unreasonable interference with the use and operation of the 2011 Property and in order to assure the reasonable security of the 2011 Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement or materially increase the cost of the enjoyment or exercise of such Easement.

3.3 Easements provided for, declared or created under this Article 3 shall be binding upon the 2011 Property and each Owner of the 2011 Property and shall run in favor of and inure to the benefit of and be appurtenant to the 1340 Property and each portion thereof. The Owner of the 2011 Property shall not modify, alter or otherwise change the nature of the 2011 Improvements in any way that would adversely impact the use of the Easements created in this Article 3 without the prior written consent of the Owner of the 1340 Property.

3.4 Easement in Favor of 2059-2061 Property. A non-exclusive easement for vehicular ingress and egress in an Emergency Situation only is hereby granted over the southern portion of the 1340 Property and the 2011 Property in favor of the 2059-2061 Property as set forth in the Survey attached as Exhibit E. Said easement shall be binding upon the 2011 Property and the 1340 Property and shall run in favor of and inure to the benefit of and be appurtenant to the 2059-2061 Property and each portion thereof. Neither Owner of the 2011 Property or the 1340 Property shall modify, alter or otherwise block emergency access to said easement area. The owner of the 1340 Property and the 2011 Property shall have the right to alter or modify said easement area so long as emergency access to Damen Avenue by the occupants of the 2059-2061 are not materially impaired.

ARTICLE 4

SERVICES TO OWNER OF 2011 PROPERTY

4.1 The Owner of the 1340 Property shall furnish, or cause to be furnished, as and when necessary, the following services to the Owner of the 2011 Property:

- (a) Roof, Storm Drains, Parapets. Maintenance, repair and replacement of the roof of the 1340 Property and the roof drains and parapets thereof (if any).
- (b) Facade. Maintenance, repair and replacement of the 1340 Property façade, in good repair.

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(c) Stairwell and Elevator. The Owner of the 1340 Property shall maintain the stairwell and elevator at the northeast corner of the 2011 Improvements including janitorial, all doors, windows, elevator equipment and other components necessary for the use of the stairwell and elevator but specifically excluding any structural supports which shall be the responsibility of the Owner of the 2011 Property.

ARTICLE 5

STRUCTURAL SUPPORT

5.1 No Owner shall do or permit any act which would adversely affect the structural safety or integrity of the Improvements on any portion of the Parcel or any Improvements thereon.

5.2 Except in the case in which Article 9 is applicable, if substitute or additional structural support is required in any portion of the Improvements in which the structural support shall have been reduced or the structural safety of any portion of the Improvements is endangered, then the Owner of such Improvements shall be responsible for construction in accordance with plans and specifications approved by (except insofar as the provisions of Article 13 would not require such approval) the Owner of Improvements depending on such structural supports, and, subject to the provisions of Article 10 hereof, if the repairs are required as a result of any act, omission or negligence of an Owner or any party for whom an Owner is responsible, then such Owner or Owners responsible for such reduction or endangerment shall pay all costs and expenses, including any Architect's and other fees, in connection with construction of substitute or additional support. However, (a) if the responsible Owner cannot be determined, the Owner benefited by such structural support shall pay such costs and expenses and (b) if the reduction in structural support giving rise to the need for such construction results from ordinary wear and tear, the Owner(s) benefitting from such structural support shall share in such costs and expenses based on the Owner's proportionate share of the total square footage of the Improvements, or, if in such Owners' reasonable opinion, such costs and expenses would be more appropriately allocated on a basis other than gross square footage of the Improvements, the Owners may elect to equitably allocate such items on such other basis as the Owners may deem appropriate in their reasonable discretion. Any non-structural, cosmetic repairs to such structural supports shall be paid by the Owner of the Property in which such areas requiring cosmetic repairs are located.

5.3 The Owner or Owners responsible for construction shall commence, within a reasonable time under the circumstances, the construction of such substitute or additional support and having commenced such construction shall proceed diligently to cause the completion of such construction. Upon completion, the construction shall leave the Improvements free of all mechanics' lien claims.

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5.4 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portions of the Improvements, then the Owner of the portion of the Total Property benefited thereby shall, upon not less than thirty (30) days advance written notice to the other Owner (except that such advance written notice shall not be required in an Emergency Situation), provide substitute or additional structural support as and wherever may be required, or the Owners may jointly undertake to provide substitute or additional structural support provided, however, the responsible Owner shall be liable for and pay all costs and expenses incurred as a result of any Owner's provision of any required substitute or additional support.

5.5 If the Owners cannot agree within thirty (30) days on the allocation of responsibility among them, then the dispute shall be submitted to Arbitration as provided for herein; provided, that the party responsible for performing the required structural repairs shall continue to perform all necessary repair work during the pendency of such Arbitration proceeding. Notwithstanding anything herein to the contrary, no Owner shall be responsible for nor have any liability in connection with the loss of use of the other portion of the Total Property during any period of reconstruction.

ARTICLE 6

COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1 The Owners shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago, and any other entity or agency now or hereafter having jurisdiction of the Total Property or any portion thereof, if noncompliance by it with respect to its portion of the Total Property or any part thereof would subject the other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to the other Owner or for the Improvements themselves or would jeopardize the other Owner's right to occupy or use beneficially its portion of the Total Property or any part thereof, or would result in the imposition of a lien against any of the property of the other Owner or would impose any threat or danger to any person or property. Neither Owner shall take any action or omit to take any action which could adversely affect (including, without limitation, increase the cost of) any of the insurance maintained by the other Owner.

6.2 No Owner shall permit the filing of any mechanic's, materialmen's or any other like lien on any other Owner's portion of the Total Property, or on its portion of the Total Property if the existence or foreclosure of such lien on its portion of the Total Property would adversely affect any Easement hereunder or services to be furnished pursuant to Article 4 hereof, arising by reason of its act or any work or materials which it has ordered. In the event an Owner fails to remove any such lien within thirty (30) days after the filing thereof, the other Owner may (but is not required to) take such action as the other Owner may deem necessary to remove such lien. Such Owner shall be entitled to reimbursement from the Owner who has failed to remove

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such lien for all costs and expenses incurred by such Owner in removing or attempting to remove such lien, plus interest at the Default Rate (as defined in Section 10.4 hereof) from the date of payment of such costs and expenses by such Owner to the date of reimbursement by the other Owner. However, the Owner who has not paid such lien shall not be required to remove such lien within said thirty (30) day period (and the other Owner shall not be entitled to remove such lien), provided that (i) the continuance of such lien shall not constitute a default under the documents securing a Mortgagee under a Mortgage; (ii) within said thirty (30) day period foreclosure proceedings relating to such lien cannot be completed; and (iii) the Owner responsible for the filing of such lien (A) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the other Owner, and to a Mortgagee if required by applicable loan documents, of its intention to contest the validity or amount of such lien and (B) shall deliver to the other Owner and/or, if loan documents so provide, to a Mortgagee, either: (i) cash or a surety bond from a responsible surety company acceptable to the other Owner and a Mortgagee, if applicable, in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (ii) other security reasonably acceptable to the other Owner and each Mortgagee, if applicable. The rights of an Owner under the preceding sentence to contest such lien without discharging the same shall terminate if (i) the Owner fails to contest diligently and continuously, (ii) final judgment is entered on behalf of the lien claimant or (iii) the existence of such liens shall constitute a default under the Mortgage and in such event the Owner responsible for the filing of such lien shall cause such lien to be discharged or removed within ten (10) days after the occurrence of any of the events in clauses (i) or (ii) or (iii) in this sentence and the other Owner shall have the right (but not the obligation) at any time after said ten (10) day period to remove such lien and in such event be entitled to reimbursement in accordance with the applicable provisions hereunder. The costs and expenses referred to in this Section 6.2 shall include, but not be limited to, reasonable attorneys' fees.

6.3 Each Owner (hereinafter in this Section 6.3, the "**Indemnifying Owner**") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 6.3, the "**Indemnitee**") from and against any and all claims against the Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any action or proceedings arising therefrom, by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's portion of the Total Property or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of an Easement and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee and to pay all reasonable fees and expenses of such counsel. Any counsel for the insurance company providing Insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee. Indemnitee shall have the right to employ separate counsel in any such actions

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brought against Indemnitee, and the fees and expenses of such counsel shall be paid by Indemnitee.

6.4 Without limiting the provisions of Section 6.1, neither Owner shall make any Alterations (as that term is defined in Section 13.1) or allow any use of their respective portions of the Total Property or take or fail to take any action which would violate the provisions of the Chicago Zoning Ordinance, as said ordinance may be amended from time to time, or any similar or successor ordinance in effect from time to time hereafter and applicable to the Total Property or any portions thereof. The Owner of the 2011 Property shall not seek any change in the Chicago Zoning Ordinance which changes the character or permitted use of any portion of the 2011 Property without the express written consent of the Owner of the 1340 Property. The Owner of the 1340 Property shall not seek any change in the Chicago Zoning Ordinance which changes the character or permitted use of any portion of the 1340 Property without the express written consent of the Owner of the 2011 Property.

6.5 In the event that any law, ordinance, zoning code or governmental agency requires the preparation and recording of a plat of subdivision to further document separation of the Total Property as provided for herein or any Owner desires to record a plat of subdivision, the remaining Owners shall cooperate in executing any and all documents reasonably required to comply with such law, ordinance, zoning code or governmental agency or to accomplish the goals of the requesting Owner. In no event, however, shall such actions alter or amend the rights and obligations of the Owners hereunder.

ARTICLE 7

REAL ESTATE TAXES

7.1 The Owners shall make good faith efforts and cooperate with each other so that the 1340 Property and the 2011 Property shall, when and as soon as possible, be assigned separate real estate tax index numbers and receive separate real estate tax bills from the Assessor of Cook County, Illinois (the "Assessor").

7.2 The Total Property currently comprises 15 permanent index numbers:

17-19-114-051; 17-19-114-052; 17-19-115-002; 17-19-115-003; 17-19-115-004; 17-19-115-005; 17-19-115-006; 17-19-115-007; 17-19-115-008; 17-19-115-009; 17-19-115-010; 17-19-115-012; 17-19-115-013; 17-19-115-014; 17-19-113-051.

Until such time as the 1340 Property, the 2011 Property, and the 2059-2061 Property are separately assessed and taxed, each Owner shall pay the real estate taxes and special assessments for the portion of each PIN owned by such Owner. Until the 1340 Property and the 2059-2061 Property are separately taxed from the 2011 Property, the Owners of the 1340 Property and the 2059-2061 Property shall pay all of the tax bills for PINs covering the 1340 Property or the 2059-2061 Property and the 2011 Property prior to their due date; however, the Owner of the 2011 Property shall pay to or as directed by the Owners of the 1340 Property and the 2059-2061 Property its share of the bill for the common PINs as provided in Section 7.3 below. The obligation of the Owner of the 2011 Property to pay the Owners of the 1340 Property and the

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2059-2061 Property as set forth in the immediately preceding sentence does not relieve the Owner of the 2011 Property of the obligation to pay taxes as may be required by its Secured Property Lender.

7.3 Until such a tax division has been completed, the taxes, costs of tax counsel and appraisal fees, if any, for the following PINs shall be allocated between the Owners and paid by the respective Owners as follows:

- a. 17-19-115-014 – The Owner of the 2011 Property shall pay 1.16% of the taxes attributable to the Total Property and the Owner of the 2059-2061 Property shall pay the balance of the taxes.
- b. 17-19-114-051 – 68.75% (16.5 of 24 lots) by the Owner of the 1340 Property and 31.25% (7.5 of 24 lots) by the Owner of the 2011 Property.
- c. 17-19-115-013 – The Owner of the 2011 Property shall pay 100% of the taxes.
- d. 17-19-115-012 – The Owner of the 2011 Property shall pay 100% of the taxes.

The Owner of the 2011 Property shall be responsible for and shall pay to or as directed by, or shall reimburse the Owner of the 1340 Property and the Owner of the 2059-2061 Property (within thirty (30) days after the demand therefor) for its share of the total real estate taxes calculated in accordance with the above until the 1340, 2011 and 2059-2061 Properties are separately assessed for real estate taxes.

7.4 If, at any time prior to the 1340 Property, the 2011 Property and the 2059-2061 Property being separately assessed and taxed, any Owner shall fail to pay any tax or other charge, or share thereof, which is due and which such defaulting Owner is obligated to pay pursuant to this Article 7, then the other Owner may, upon ten (10) days' prior written notice to the defaulting Owner (the "**Defaulting Owner**") pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the defaulting Owner shall, upon demand, reimburse such paying Owner for the amount of such payment, including the amount of any interest or penalty payments incurred by the Owner making such payments together with interest as set forth in Section 10.4 hereof, and the paying Owner shall also have a lien against the portion of the Total Property owned by the Defaulting Owner in accordance with Article 10 hereof.

ARTICLE 8

INSURANCE

8.1 The Owner of the 1340 Property and the Owner of the 2011 Property shall procure and maintain the following insurance:

- (a) The Owner of the 2011 Property shall keep the 2011 Property insured for no less than "**all risk**" or "**special form**" coverage on real property and personal property for an amount not less than 100% of the insurable replacement cost thereof and building ordinance coverage in an amount not less than \$1,000,000. The Owner of the 1340 Property shall keep the 1340 Property insured for no less than "**all risk**" or "**special**

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form" coverage on real property and personal property for an amount not less than 100% of the insurable replacement cost thereof and building ordinance coverage in an amount not less than \$1,000,000. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause and no co-insurance penalty shall be applicable.

(b) The Owner of the 1340 Property and the Owner of the 2011 Property shall maintain comprehensive general liability insurance with broad form extensions covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon, or about the respective portions of the Total Property owned by such Owner, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of similar type buildings in the City of Chicago, but in all events, for limits of not less than \$1,000,000 combined single limit per occurrence with a general policy aggregate of \$2,000,000 for personal and bodily injury or property damage with at least additional \$1,000,000 umbrella coverage.

(c) To the extent commercially feasible and desirable, the interest of the Owner of the 1340 Property and the Owner of the 2011 Property shall be insured by the same insurance companies and through the same insurance broker. Such policies may be issued in combination with respect to each Owner, but shall be separate policies for each Owner covering one or several items. Notwithstanding the foregoing, if either or both Owners determine that obtaining policies from the same insurance company is impracticable or undesirable, the Owners may purchase policies from separate companies but will use their commercially reasonable efforts to obtain the separate policies through the same insurance agent. Insurance policies required herein shall be purchased from insurance companies authorized and licensed to transact business in the State of Illinois who shall hold a current policyholder's alphabetic and financial size category rating of not less than A/X according to Best Insurance Reports or substantially equivalent rating from a nationally recognized insurance rating service. Notwithstanding anything to the contrary herein, the failure of any Owner to obtain policies from the same insurance companies and/or through the same insurance broker pursuant to the terms herein shall not be deemed a default by such Owner under the terms of this Agreement.

(d) Each policy described herein shall (i) provide, if available, that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) insure as additional insureds the Owner of the 1340 Property and Owner of the 2011 Property and their respective beneficiaries and agents thereunder and the Secured Property Lenders; (iii) shall provide, except for liability insurance described herein, by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase; (iv) shall

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provide for a minimum of thirty (30) days' advance written notice of cancellation, non-renewal or material modification thereof to all named insureds and additional insureds thereunder including the Secured Property Lenders on any portion of the Total Property, unless such cancellation is for non-payment of premium, in which case ten (10) days' advance written notice shall be sufficient; and (v) shall, if available, provide except for the liability insurance required herein, that all amounts payable thereunder shall be paid to the Depository in accordance herewith. Nothing contained in this Section shall prevent the naming of any persons (in addition to those mentioned in clause (ii) hereinabove), as an additional insured in any policy or as prohibiting the inclusion in any policy of a usual and customary form of standard mortgage endorsement for Secured Property Lenders on the Property; provided, however, that the mortgagee under any mortgage upon any part of the Total Property receiving any proceeds of any insurance policy described herein shall deposit the insurance proceeds with the Depository in accordance and to the extent that the Owner of the mortgaged property receiving such proceeds would be required to do so, except that such obligation for such deposit by a mortgagee shall be subject to the following conditions: (a) that at the time of deposit there shall be no then uncured default under the mortgage; (b) that at the time of such deposit, there shall be in the hands of the Depository a sufficient amount, which when added to the proceeds to be deposited by the mortgagee, will be at least equal to the cost, as estimated by the mortgagee, to complete the work; and (c) the insurers do not deny liability as to the insureds. The Parties hereto agree that the provisions of this Section 8.1 (d) are subordinate and subject to the terms of Secured Property Lender's loan documents.

(e) Limits of liability or types of insurance specified in this Article or carried by the Owners shall be reasonable and prudent for an Owner of a similar facility and shall be jointly reviewed by the Owners from time to time to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations or orders and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Deductible amounts for insurance required hereunder shall be in such amounts as are customary or prevalent for an Owner of a similar facility. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said annual review, and upon any such increase, decrease or modification, the Owners shall, if mutually agreeable and subject to the right of Secured Property Lenders on the Property to approve any such changes, execute an instrument in recordable form evidencing such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Declaration. The Owners shall employ an insurance consultant to perform such review periodically on their behalf and the cost of employing any such consultant shall be shared equally by the Owners. Such consultant may be the same insurance broker, or any employee thereof, through which the insurance policies are obtained hereunder.

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(f) Copies of all original insurance policies and all renewal insurance policies or certified binders delineating all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner and to the Secured Property Lenders on the Property, at least twenty (20) days prior to the expiration date of any such expiring insurance policy if market conditions so permit. Should an Owner fail to provide and maintain any policy of insurance required under this Article or pay its share of the premiums or other costs for any joint policies, then the other Owner may purchase such policy and the costs thereof (or the Owners share of such costs for the Owner failing to perform) shall be due from the Owner failing to perform upon the other Owner's written demand therefor plus interest at the rate set forth herein from the date of payment of the paying Owner to the date of reimbursement to the paying Owner.

(g) Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Declaration, each Owner hereby waives all claims for recovery from other Owner for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery actually collected under such insurance policies plus deductible amounts.

ARTICLE 9

MAINTENANCE, REPAIR & DAMAGE TO THE 2011 PROPERTY, THE 1340 PROPERTY AND THE 2059-2061 PROPERTY

9.1 The Owner of the 2011 Property, at its sole cost and expense, shall keep the 2011 Property and all Facilities located therein or for which it is assigned Maintenance responsibility in this Agreement (and except to the extent such maintenance responsibility is assigned to the Owner of the 1340 Property pursuant to this Agreement) in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components thereof (subject to the provisions of Article 5), or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty, or otherwise. Provisions concerning modifications, alterations, or improvements to the interior or exterior of the 2011 Property are set forth in Article 13 of this Agreement.

9.2 The Owner of the 1340 Property shall, at its sole cost and expense, keep the 1340 Property and all Facilities located therein or for which it is assigned Maintenance responsibility in this Agreement and all portions of the 1340 Property necessary to provide structural support, Easements and other services to the 2011 Property required in this Agreement (subject to the provisions of Article 5) in good and safe order and condition and shall make all repairs or

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replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof or structural or non-structural components thereof (subject to the provisions of Article 5), or involve ordinary or extraordinary repairs or replacements necessary to keep the same in safe, first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty or otherwise. Provisions concerning modifications, alterations, or improvements to the interior or exterior of the 1340 Property are set forth in Article 13 of this Agreement. Each Owner shall be responsible for reimbursing the other Owner for any costs and expenses incurred with respect to Maintenance for which such Owner is responsible pursuant to this provision to the extent that such Maintenance results from damage caused by the other Owner.

9.3 Notwithstanding anything contained herein to the contrary and regardless of whether insurance proceeds are sufficient, in the event of a fire or casualty, the Owner of the 1340 Property and the 2011 Property shall be obligated to restore all structural members, footings, caissons, foundations, columns, beams and any other supporting components located in the 1340 Property or the 2011 Property and serving any part of the other property. If at any time any Owner shall not proceed diligently with any repair or restoration of damage adversely and materially affecting an Easement in favor of the other Owner or services to be furnished the other Owner under Article 4 hereto then (i) the Owner benefiting therefrom may give written notice to the other Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then such Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation such Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. Such Owner in so performing such repair and restoration shall be entitled to reimbursement upon demand from the defaulting Owner for all costs and expenses incurred by such Owner and such other rights as provided under Article 10 herein.

9.4 If the Improvements are damaged by fire or other casualty and (a) to the extent such damage occurs in, on, under, within, upon or about the 1340 Property only or (b) to the extent such damage occurs in, on, under, within, upon or about the 2011 Property only, then any such damage shall be repaired and restored by the Owner of the portion of the Total Property in which any such damage occurs in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of Article 17 hereof, be entitled to withdraw any insurance proceeds held by the Depositary by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration of damage adversely and materially affecting an Easement in favor of the other Owner or services to be furnished by the other Owner, then (i) the Owner may give written notice to the Debtor Owner, as hereinafter defined, specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then the Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation the Owner may immediately

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perform such repair or restoration and may take all appropriate steps to carry out the same. The Owner in so performing such repair and restoration shall, in accordance with Article 17 hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depository as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Debtor Owner for all costs and expenses incurred by the Owner in excess of said insurance proceeds plus interest at the Default Rate from the date of payment by the Creditor Owner, as hereafter defined, of the costs and expenses to the date of reimbursement to the Creditor Owner.

9.5 If the Improvements are damaged by fire or other casualty and if the provisions of the preceding section are not applicable because the nature of the damage is such that it does not fall within any of the categories set forth in clause (a) or (b) of the preceding section, then the repair and restoration of such damage shall be the joint responsibility of the Owners whose portions of the Total Property are in need of such repair or restoration. Said repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable. The plans and specifications for said repair and restoration shall be prepared on the behalf of those Owners which are responsible for such repair and restoration pursuant to the foregoing provisions. Said repair and restoration shall be performed on behalf of such Owners by a contractor or contractors jointly selected by such Owners, subject to the approval of the Secured Property Lenders on the Property, if required. In the event such Owners, and the Secured Property Lenders on the Property, if required, fail to agree upon the selection of a contractor, then the selection thereof shall be made by Arbitration. The plans and specifications for such repair and reconstruction shall provide for the improvements to be rebuilt as nearly as commercially practicable as constructed prior to the damage unless prohibited by law or unless the Owners otherwise agree, subject to the approval of the Secured Property Lenders on the Property, if required.

9.6 If the cost and expense of performing any repair or restoration to any Owner's Improvements provided for in the preceding section hereof shall exceed the amount of insurance proceeds, if any, paid by reason of the damage to such Owner's Improvements, then such excess cost and expense shall be borne by each respective Owner to the extent that the respective Owner's insurance proceeds on its Improvements are inadequate to pay the cost and expense of repairing or restoring to their former condition their respective portions of the Improvements.

9.7 In any instance of repair or restoration pursuant to the preceding two sections hereof, any Owner may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, except if a construction contract providing for the performance of such repair and restoration for a stipulated sum shall theretofore have been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then any Owner may at any time give notice to the other Owner demanding that each Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to this Article. In lieu of depositing its share of such excess amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, any Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other Owner, the Depository and the Secured Property Lenders on the Property. Such security may be in the form

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of, but shall not be limited to, an irrevocable and unconditional letter of credit in favor of the Depository in the face amount of the share owed or a loan commitment, reasonably satisfactory to the other Owner and the Secured Property Lenders on the Property, if required, issued by a responsible lending institution, to disburse an amount equal to such Owner's share of such excess amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses in proportion to such Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual costs and expenses of the work. If any Owner shall fail to pay, or, as the case may be, deposit, such Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Section, or fails to deliver the security provided for herein within thirty (30) days after receipt of another Owner's written demand therefor, then the Creditor Owner may (but shall not be obligated to) pay the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment plus interest at the Default Rate from the date of payment by the Creditor Owner to the date of reimbursement to the Creditor Owner.

9.8 Upon completion of the repair and restoration of any damage to the Improvements, any remaining insurance proceeds paid by reason of such damage and attributable to a particular portion of the Total Property shall be refunded to the respective Owner or, if applicable, to the holder of a mortgage encumbering the Owner's respective portion of the Total Property in accordance with the terms of such encumbrance, to the extent that such sum exceeds the actual repair or restoration of such Owner's Improvements. Any funds which are paid to each respective Owner or, if applicable, to the aforescribed mortgage holder, shall be payable only from each Owner's respective insurance proceeds.

9.9 If all the Improvements are destroyed or substantially damaged and the Owners agree not to rebuild, repair or restore the Improvements, subject to the written approval of the applicable Secured Property Lenders on the Total Property, if required, then the Improvements shall be demolished to the extent necessary to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders or requirements of any governmental entity or agency thereof having jurisdiction of the Improvements. In such event, the available insurance proceeds allocated to each respective Owner's improvements, other than insurance proceeds used to cause said demolition to be performed, shall be refunded to such Owner pursuant to the terms and the amounts stated in each Owner's policy, subject to the rights of the Secured Property Lenders. Such demolition shall be deemed to be a repair or restoration to which the provisions of Sections 9.4, 9.5, 9.6, 9.7 and 9.8 hereof are applicable except that demolition, and not construction, shall be performed. Each Owner shall restore his portion of the Total Property after demolition, to a sightly and safe condition (including weatherproofing any exposed portions thereof) and in such a manner as to safeguard the other portions of the Total Property, to preserve the use of the Easements granted hereunder and to prevent any violations of the applicable ordinances of the City of Chicago caused by the other party's failure to rebuild.

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9.10 For purposes of this Article 9, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

9.11 The Owner of the 2059-2061 Property shall be responsible for maintenance of the 2059-2061 Easement Area including, but not limited to, paving, striping, sealcoating, maintenance of bollards, gates, fencing and other improvements in the 2059-2061 Easement Area. The cost of maintenance of the 2059-2061 Easement Area shall be split equally between the Owner of the 2011 Property and the Owner of the 2059-2061 Property. In no event, however, shall either Owner be responsible for any damage to the improvements in the 2059-2061 Easement Area caused by any acts or omissions of the other Owner, its employees, tenants, contractors, customers and invitees.

9.12 The Owner of the 1340 Property shall be responsible for maintenance of the Parking Easement Area including, but not limited to, paving, striping, sealcoating, maintenance of bollards, gates, card readers, fencing and other improvements in the Parking Easement Area. The cost of maintenance of the Parking Easement Area shall be paid 25% by the Owner of the 2011 Property and 75% by the Owner of the 1340 Property. In no event, however, shall either Owner be responsible for any damage to the improvements in the Parking Easement Area caused by any acts or omissions of the other Owner, its employees, tenants, contractors, customers and invitees.

9.13 Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for maintenance of Facilities located entirely within and exclusively serving the property owned by such Owner. Any Facilities located in the 1340 Property or the 2011 Property and serving the other property exclusively shall be maintained by the Owner of the property served exclusively by such Facilities. The expenses incurred to maintain, repair and replace any Facilities located in the 1340 Property or the 2011 Property and serving both the 1340 Property and the 2011 Property shall be equitably allocated between the Owner of the 1340 Property and the Owner of the 2011 Property based on each Owner's proportionate use of such Facilities.

9.14 The Owner of the 2059-2061 Property shall be responsible for the maintenance, repair and replacement of all Improvements and Facilities located on the 2059-2061 Property except as provided for herein.

ARTICLE 10

LIENS, RIGHTS AND REMEDIES

10.1 If, at any time, any Owner ("**Debtor Owner**") fails within thirty (30) days after notice or demand to pay any sum of money due the other Owner ("**Creditor Owner**") under or pursuant to the provisions of this Agreement, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (i) in the event of a default under Articles 9 or 11, a lien against any condemnation award or insurance proceeds payable to the

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Debtor Owner for loss or damage to the portion of the Total Property owned by the Debtor Owner or otherwise under insurance policies carried pursuant to Article 8 hereof, or (ii) in the event of a default under any other Section of this Agreement, a lien against the portion of the Total Property owned by the Debtor Owner, to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article 10 or to secure performance of a covenant or obligation. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full or the performance has been completed. The liens provided for in this Section 10.1 shall be subordinate to any mortgage, trust deed or other encumbrance in favor of a Secured Property Lender holding a first priority position constituting a lien on the portion of the Total Property owned by the Debtor Owner or other interest of the Debtor Owner. Each Owner waives any and all rights to trial by jury in any suit, action or proceeding brought by the other Owner to enforce collection of any monies owed under this Agreement to such other Owner.

10.2 No conveyance or other divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall in any way affect or diminish any lien arising pursuant to this Article 10, and any lien which would have arisen against any property pursuant to this Article 10 had there been no conveyance or divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.3 Interest shall accrue on any sums owed by an Owner to the other Owner pursuant to this Agreement, and shall be payable from the date which is thirty (30) days after demand for any such payment is made until paid in full, at a rate (the "**Default Rate**") of interest equal to the lesser of: (a) the floating rate which is equal to five percent (5%) per annum in excess of the annual rate of interest from time to time announced by Wells Fargo Bank, N.A. as its "**prime rate**" of interest or a reasonably equivalent substitute thereof in the event a prime base rate is no longer announced, or (b) the then maximum lawful rate of interest in Illinois applicable to the defaulting Owner and the nature of the debt. If a "**prime rate**" or reasonable equivalent thereof is not announced by LaSalle Bank National Association and no maximum lawful rate applies, then interest shall accrue at the annual Default Rate of eighteen percent (18%).

10.4 Except as expressly provided in this Agreement, the rights and remedies of each Owner provided for in this Article 10 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Except as expressly provided in this Agreement, each Owner may enforce, by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any document which the other Owner is required to execute under or pursuant to this Agreement. The exercise by an Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder.

10.5 Each claim of any Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

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10.6 Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action occurred, or such other shorter period as may be provided by law or statute; provided, however, that if prior to expiration of the period in which such action must be commenced, each Mortgagee is diligently proceeding to foreclose the Mortgage, then such period in which an action by the Owner of the 1340 Property or Owner of the 2011 Property must be commenced shall be further extended for such additional time as may reasonably be necessary in order for each Mortgagee to obtain possession of the applicable Property.

10.7 Defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by the other Owner in successfully enforcing its rights against the defaulting Owner under this Agreement, and such fees and costs shall be added to the amount of any applicable lien created under this Article 10.

10.8 The parties hereto hereby covenant and agree they shall deliver to the Secured Property Lender for the Defaulting Owner at the address set forth in Article 15 (or such other address as may be designated by such Secured Property Lender) written notice of any default by the Defaulting Owner under this Agreement simultaneously with sending such notice to the Defaulting Owner and that no notice of default given to Defaulting Owner, and no exercise of any remedy by any of the parties hereto as a result of any such default, shall be effective unless such notice shall have been delivered to the Secured Property Lender for the Defaulting Owner. The parties hereto hereby covenant and agree that the Secured Property Lender for the Defaulting Owner shall have the right, but not the obligation, to cure any default by the Defaulting Owner under this Agreement and such Secured Property Lender shall be afforded (i) thirty (30) days to cure any such default (immediately in the case of a dangerous or hazardous condition), and (ii) in the event that any such default cannot, with reasonable diligence, be cured within such thirty (30) day period, such longer time as may be required to complete such cure, provided the Secured Property Lender notifies the applicable parties hereto of its intention to cure such default and Secured Property Lender promptly commences and diligently pursues such cure to completion, and (iii) in the event that such default is incapable of cure by the Secured Property Lender, such time as may be required for the Secured Property Lender to institute foreclosure of the Mortgage securing the loan and/or otherwise enforce Secured Property Lender's remedies thereunder and diligently prosecute such foreclosure and/or enforcement to conclusion.

ARTICLE 11

CONDEMNATION

11.1 In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Total Property by any competent authority for any public or quasi-public use, the award, damages or just compensation (hereinafter in this Article 11, the "Award") resulting from any such taking shall be allocated and disbursed, and any repair

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and/or restoration of the Improvements shall be performed, in accordance with the requirements of this Article 11.

11.2 In the event of a taking (whether or not a temporary taking) of a part of the Total Property, the Owner of the portion of the Total Property taken shall repair and restore the remainder of such Owner's Improvements to form an architectural and functional whole, but only to the extent of any Award received. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner whose portion of the Total Property is taken. The Owner of the portion of the Total Property taken shall be entitled to receive directly from the taking authority any Award resulting from such taking within such Owner's portion of the Total Property for application to the cost of said repair and restoration and to retain any excess not required for such repair and restoration.

11.3 Notwithstanding any other provision of this Agreement to the contrary, if, as a result of a taking (other than a temporary taking), an Owner and its Secured Property Lender reasonably determines that such Owner's portion of the Total Property no longer can be operated on an economically feasible basis, then such Owner shall not be obligated to repair or restore that Owner's Improvements as may otherwise be required by this Agreement. However, in such case, such Owner shall demolish, repair or restore such Owner's Improvements to the extent, if any, as may be necessary to provide essential services or structural support for the other portions of the Total Property, but only if the Owner of the other portion of the Total Property affected thereby requests that it perform such demolition, repair or restoration. Furthermore, such Owner shall weatherproof any exposed portions of such Owner's portion of the Total Property and shall restore such Owner's portion of the Total Property to a tight and safe condition and in such a manner as to safeguard the other Owner's portion of the Total Property, and to preserve the use of the Easements granted hereunder.

11.4 In the event of taking of all or substantially all of the Total Property, the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial, arbitration or administrative proceedings in connection with the taking and paid to the Owners in accordance with said apportionment. In such event the Owners shall have the right to terminate this Declaration except to the extent reasonably required to permit access and structural support to the portions of the Total Property owned by each Owner.

ARTICLE 12

ESTOPPEL CERTIFICATES

12.1 Each Owner shall, from time to time, within ten (10) days after receipt of written request from another Owner or Secured Property Lender (subject to payment therefore pursuant to Section 12.2 hereof), execute, acknowledge and deliver to the requesting Owner or to any existing or prospective purchaser or mortgagee designated by the requesting Owner, a certificate ("**Estoppel Certificate**") stating:

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(A) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying or attaching any such modifications;

(B) whether to the actual knowledge of the Owner, there is any existing default hereunder (or grounds therefore after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;

(C) whether there are any sums (other than those arising out of the normal course of operation of the Improvements within the previous forty-five (45) days) which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such sum, specifying the nature and amount thereof;

(D) the nature and extent of any set-offs, claims, counterclaims or defenses then being asserted or capable of being asserted after giving the requisite notice, if any, required hereunder or otherwise known by the Owner against the enforcement of the requesting Owner's obligations hereunder;

(E) the total amount of all liens being asserted or capable of being asserted after giving the requisite notice, if any, required hereunder by the Owner executing the Estoppel Certificate under the provisions of this Declaration describing the applicable provision or provisions and the details of any such lien claim;

(F) whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(G) the current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article 15 hereof; and

(H) such other facts or conclusions as may be reasonably requested.

ARTICLE 13

ALTERATIONS

13.1

(a) No changes, modifications, alterations, or improvements to the interior or exterior of the 2011 Property or the 1340 Property ("**Alterations**") shall be made without the prior written consent of the other Owner and its Secured Property Lender if such Alterations will:

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- i. affect the benefits afforded to the other Owner by any Easement or unreasonably interrupt the other Owner's use or enjoyment of any Easement unless a reasonable, temporary substitution is provided;
- ii. affect Facilities benefiting the other Owner; or
- iii. affect the zoning status of the property owned by the other Owner.

(b) If, at any time, the Owner of the 2011 Property or the 1340 Property proposes to make any Alterations which require the consent of the other Owner, then before commencing or proceeding with such Alterations, the Owner making such Alterations shall deliver to the other Owner, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 13.1. If the other Owner consents in writing to such Alterations, the Owner making the Alterations may proceed to make its Alterations in accordance with said plans and specifications. The responding Owner shall respond to the Owner making the Alterations within ten (10) days after its receipt of said plans and specifications. If the responding Owner fails to timely respond within ten (10) days from receipt of the request, the plans and specifications for such Alterations shall be deemed approved. If the Owner making the Alterations has not requested the other Owner's consent to the proposed Alterations, and if, in the good faith opinion of the other Owner, the Owner making the Alteration has violated or will violate the provisions of this Section 13.1, the Owner shall notify the Owner making the Alterations of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 13.1 hereof, and shall specify the respect or respects in which its provisions are or will be violated. If the Owner in good faith asserts a violation of this Section 13.1, then the Owner making the Alterations shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved. In addition to any other legal or equitable rights or remedies to which an Owner may be entitled by reason of the Owner making the Alteration's violation or likely violation of the provisions of this Section 13.1, an Owner shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(c) Each Owner, in making Alterations, shall (i) cause all work to be performed in a good and workmanlike manner and in accordance with good construction practices, (ii) comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and orders, including, without limitation, the City of Chicago Building Code, and (iii) comply with all of the applicable provisions of this Agreement. Each Owner shall, to the extent reasonably practicable, make Alterations within the portion of the Total Property owned by such Owner, in such a manner as to minimize any noise, vibration, particulate and dust infiltration or other interference or disturbance which would interfere with or disturb any occupant or occupants of the portion of the Total Property of the other Owner.

13.2 Applications for building permits to make Alterations shall be filed and processed by each Owner without the joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the Owner. If

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joinder by such Owner is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided however, each Owner shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of the application, permit or other instrument.

13.3 The Owner of the 2011 Property and Owner of the 1340 Property each shall include in any construction contract a provision pursuant to which the contractor (i) recognizes the separate ownership of the Total Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics Lien Act shall only be enforceable against the portion of the Total Property owned by the Owner who employs such contractor, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors against the portion of the Total Property owned by the other Owner and agrees to comply with the provisions of Section 21 of the Illinois Mechanics Lien Act in connection with giving notice of such "no lien" provision.

ARTICLE 14

ADDITIONAL RESTRICTIONS

14.1 Notwithstanding anything contained herein to the contrary, the 2011 Property and the Owner of the 2011 Property from time to time shall be subject to the following restrictions as to the use of the 2011 Property and the 1340 Property:

(a) Neither the Owner of the 2011 Property nor the Owner of the 1340 Property shall use or occupy any portion of the 2011 Property or the 1340 Property or permit the use or occupancy of either Property for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule including without limitation, the City of Chicago Zoning Ordinance, (ii) may be dangerous to persons or property, (iii) may invalidate any policy of insurance affecting any portion of the Total Property, and if any additional amounts of insurance premiums are incurred, the Owner of the portion of the Total Property causing such increase shall pay to the Owner of the other portion of the Total Property the additional amounts on demand, (iv) may create a nuisance, disturb any occupant of the Total Property or injure the reputation of the Total Property, (v) may cause an offensive odor, noise or vibration to emanate from their portion of the Total Property, or (vi) may be offensive, disreputable, immoral or illegal.

(b) Each of the Owners of their respective property shall not cause or permit to occur: (i) any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about any portion of the Total Property, including, but not limited to, improvements or alterations made to the Total Property at any time by the Owners, their agents or contractors, or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Total Property, or the

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transportation to or from the Total Property of any Hazardous Substances except in strict compliance with all applicable laws, ordinances, statutes, regulations and guidelines. Each of the Owners of their respective portion of the Total Property, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the Total Property or the Owners use of the Total Property, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. The Owners shall indemnify, defend and hold harmless the other Owner and their agents, contractors and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with the Owner's failure to comply with its obligations under this Subsection, which obligations shall survive the expiration or termination of this Agreement. As used in this Subsection, "**Hazardous Substances**" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation. Notwithstanding the foregoing, users of the Total Property shall be allowed to use substances which are lawfully utilized if they are lawfully disposed of in the normal course of businesses.

ARTICLE 15

NOTICES

15.1 All notices, demands, elections or other communications required, permitted or desired to be served hereunder ("**Notices**") shall be in writing and shall be mailed as certified matter, postage prepaid, return receipt requested, or sent by a nationally recognized overnight courier, addressed as below stated:

If to the Owner of the 1340 Property:

LUI Chicago Hastings, LLC
100 Waugh Drive, Suite 600
Houston, TX 77007
Attention: Richard Rowell

And for so long as Wells Fargo, N.A. holds a mortgage on any part of the Total Property, a copy to:

Wells Fargo Bank, N. A.
1000 Louisiana Street
16th Floor, MAC: T0002-167
Houston, Texas 77002

Attn: Real Estate Loan Administration

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Notices to the Owner of the 2011 Property: ATCHI (IL) LLC
 c/o W. P. Carey Inc.
 50 Rockefeller Plaza, Second Floor
 New York, New York 10020
 Attention: Director, Asset Management

With a copy to: Reed Smith LLP
 599 Lexington Avenue, 29th Floor
 New York, New York 10022
 Attention: Chair, Real Estate Department

And for so long as Wells Fargo holds a Mortgage on the 2011 Property, a copy to: Wells Fargo Bank, National Association
 Wells Fargo Center
 1901 Harrison Street, 2nd Floor
 MAC A0227-020
 Oakland, CA 94612
 Attention: Commercial Mortgage Servicing
 Fax: 866-359-5352

With a copy to:

Alston & Bird LLP
 90 Park Avenue
 New York, NY 10016
 Attention: Meryl P. Diamond, Esq.
 Fax: 212-210-9444

15.2 Any Notice mailed as certified matter as aforesaid shall be deemed received three (3) business days after deposit in the United States Mail, or upon actual receipt, whichever is earlier and any Notice mailed by overnight courier as aforesaid shall be deemed received one (1) business day after deposit with such overnight courier. Addresses for service of Notice may be changed by written notice served as hereinabove provided at least ten (10) days prior to the effective date of any such change. Nothing herein contained, however, shall be construed to preclude service of any Notice in the same manner that service of a summons or legal process may be made.

15.3 If any Owner (“**Notifying Owner**”) gives notice to another Owner (“**Notified Owner**”) that the Secured Property Lender of the Notifying Owner is to receive a copy of any notices given to the Notifying Owner in the same manner as provided in this Article 15.

ARTICLE 16

LIMITATION OF LIABILITY

16.1 No Owner shall be liable for interruption or inadequacy of service, loss or damage to property or injury (including death) to any person for any reason unless such interruption or

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inadequacy of service, loss or damage to property or injury (including death) is due to the gross negligence, intentional misconduct or breach of this Declaration. Each Owner obligated hereunder is reserved the right to curtail or halt the performance of any service hereunder at any time in reasonable respects for a reasonable period of time to make necessary repairs or on account of an Emergency Situation.

16.2 In the event of any conveyance or divestiture of title to any portion of or interest in any portion of the Total Property: (1) the Owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder but only with respect to any such portion or interest conveyed or divested; and (2) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner of such portion or interest thereafter accruing hereunder, until such grantee or successor is itself freed and relieved therefrom as hereinabove provided in this Section 16.2, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

16.3 The enforcement of any rights or obligations contained in this Agreement against an Owner of any portion of the Total Property shall be limited to the interest of such Owner in the Total Property. No judgment against any Owner of any portion of the Total Property shall be subject to execution or be a lien on any of the assets of such Owner other than Owner's interest in the Total Property.

ARTICLE 17

DEPOSITARY

17.1 A depositary (the "**Depositary**") shall be appointed in the manner hereinafter provided to receive from the payor or payee thereof insurance proceeds and condemnation awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Declaration. Except as otherwise provided hereunder, all insurance proceeds under the insurance policies required to be carried pursuant to Article 8 hereof and condemnation awards arising in connection with this Declaration shall be paid to the Depositary. Except as otherwise provided herein, the Depositary appointed hereunder shall be one of the then three (3) largest title companies, banks or trust companies (measured in terms of capital funds) with principal offices in Chicago, Illinois.

17.2 As used hereinafter in this Article, the phrase "**Damaged Parcel**" shall refer to any of the 1340 Property and/or the 2011 Property, or any combination thereof if applicable, as to which a casualty loss or condemnation shall have occurred. In the event of any casualty loss or condemnation which affects only the 2011 Property or the 1340 Property, then those Secured Property Lenders having a first mortgage lien with respect to the Damaged Parcel shall have the right, within thirty (30) days after such casualty loss has been finally adjusted or final condemnation award, to elect either to act as Depositary or to appoint the Depositary with regard to such funds. If such right of election is not exercised within said thirty (30) day period, then the Owner of the Damaged Parcel shall have the right to appoint the Depositary with regard to such funds.

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17.3 In the event of any casualty loss or condemnation which affects more than one portion of the Total Property and if each Damaged Parcel is subject to a mortgage or trust deed held by Secured Property Lenders, then those Secured Property Lenders having a first mortgage lien with respect to the Damaged Parcels shall have the right, within thirty (30) days after such casualty loss has been finally adjusted or final condemnation award, acting jointly, to appoint the Depository with regard to such funds.

17.4 In the event of any casualty loss or condemnation which affects more than one portion of the Total Property and if one or more but less than all of the Damaged Parcels is or are encumbered by a mortgage or trust deed held by Secured Property Lenders, then such Secured Property Lenders and the Owner or Owners of the unencumbered Damaged Parcel or Parcels shall have the right, within thirty (30) days after such casualty loss or final condemnation award, acting jointly, to appoint the Depository with regard to such funds.

17.5 If none of the provisions of Section 17.3 or 17.4 are applicable, or if none of the rights of election or appointment conferred by said Sections are exercised within thirty (30) days after the casualty loss has been finally adjusted or final condemnation award, then the Owners of the Damaged Parcels shall mutually appoint the Depository. Upon the failure of such Owners to appoint the Depository within thirty (30) days after the casualty loss has been finally adjusted or final condemnation award, then the matter shall be submitted to Arbitration and the arbitrator shall appoint the Depository.

17.6 Each Owner whose portion of the Total Property is the subject of any such casualty loss or condemnation shall be obligated to pay the reasonable fees and expenses of the Depository in proportion to the proceeds from their respective insurance policies or respective condemnation awards, as the case may be. Any Depository appointed to act hereunder shall execute an agreement with the Owners whose portion of the Total Property is the subject of any such casualty loss or condemnation accepting said appointment in form and content acceptable to such Owners and in accordance with the provisions of this Declaration.

17.7 The Depository shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation award or awards unless the Depository shall have been given an express written authorization from the Owners provided that if only one Owner claims said insurance proceeds or condemnation awards, then said Owner alone may authorize the Depository to so proceed.

17.8 The monies on deposit shall be held in an interest bearing account pursuant to an agreement among the Depository and the Owners whose portion of the Total Property has been the subject of any casualty loss or condemnation. The Depository, within thirty (30) days after receipt of funds, shall purchase with such monies, to the extent feasible, United States Government securities payable to bearer and maturing within one (1) year from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depository, be impracticable to invest in such securities by reason of any disbursement of such monies which the Depository expects to make shortly thereafter, and the Depository shall hold such securities in trust in accordance with the terms and provisions of this Declaration. Any interest paid or

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received by the Depository on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depository. Unless the Depository shall have undertaken to pay interest thereon, monies received by the Depository pursuant to any of the provisions of this Declaration shall not be mingled with the Depository's own fund and shall be held by the Depository in trust for the uses and purposes herein provided.

17.9 The Depository may resign by serving written notice on the Owners. Within thirty (30) days after receipt of such notice or in case of failure or inability to act, the Owners shall jointly, with the consent of the Secured Property Lenders, appoint a substitute who qualifies under Section 17.1 hereof, and the Depository, to such substitute, at which time its duties as Depository shall cease. If the Owners shall fail to appoint a substitute within said thirty (30) days, then the Secured Property Lenders shall appoint a substitute who qualifies under Section 17.1 hereof within thirty (30) days thereafter, and the Depository shall transfer all funds, together with copies of all records held by it as Depository, to such substitute, at which time its duties as Depository shall cease. If the Secured Property Lenders shall fail to appoint a substitute within said additional thirty (30) day period, then the Depository may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in Chicago, Illinois who qualifies under Section 17.1 hereof

17.10 Notwithstanding anything contained herein to the contrary, any insurance proceeds arising out of the policies required to be carried pursuant to Article 8 hereof or condemnation awards of less than \$50,000.00 shall be paid directly to the party so entitled rather than to the Depository unless the insurance proceeds or condemnation award are to be paid to more than one Owner.

17.11 Notwithstanding anything to the contrary contained herein, in the event a Secured Property Lender does not allow funds to be held and/or disbursed pursuant to the terms of this Agreement, the parties hereto agree that the provision of Articles 17 and 18 are subordinate to and subject to the terms and conditions of the Loan by the Secured Property Lender and the terms of the secured Property Lender's loan documents shall govern the disposition of such funds.

ARTICLE 18

DISBURSEMENTS OF FUNDS BY DEPOSITARY

18.1

(a) Each request by an Owner acting pursuant to the provisions of this Declaration for disbursement of insurance proceeds, any condemnation award or other funds for application to the cost of repair, restoration or demolition (the "**Work**") shall be accompanied by a certificate of the applicable Owner, and with respect to the information described in Section 18.1(a)(ii) below, verified by the Architect, dated not more than ten (10) days prior to the date of the request for any such disbursement, setting forth the following:

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- i. That the sum requested has either (a) been paid by or on behalf of one of the Owners (in which event the certificate shall name such Owner) or by or on behalf of all Owners (in which event the certificate shall specify the amount paid by each respective Owner), or (b) is justly due to contractors, subcontractors, materialmen, engineers, Architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the Work; such certificate shall also give a brief description of such services and materials and the principal subdivisions or categories thereof, the respective amounts so paid or due to each of said persons in respect thereof and shall state the progress of the Work up to the date of said certificate and any other information required by the Illinois Mechanics' Liens Act set forth in 770 ILCS 60/0.01 et seq. (the "**Mechanics' Liens Act**") and any title insurer affording coverage against mechanic's liens;
- ii. That the sum requested, plus all sums previously disbursed, does not exceed the cost of the Work actually in place up to the date of such certificate plus the cost of materials supplied and actually stored on site (which materials shall be adequately insured against fire, theft and other casualties);
- iii. That no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and
- iv. That the cost to complete the unfinished Work will not exceed the funds or security therefor held by the Depositary after payment of then current request.
- (b) Upon compliance with the provisions of Section 18.1(a) (but not more frequently than once in each calendar month (thirty (30) day period)) and
- i. upon receipt of contractors' and subcontractors' sworn statements required under the Mechanics' Liens Act accompanied by partial or final waivers of lien, as appropriate, and any other information required by any title insurer affording coverage against mechanics' liens from the persons named in the sworn statement; and
- ii. approval by the title insurer, the Owners, the Secured Property Lenders holding mortgages on portions of the Total Property on which or for the benefit of which will be performed, of the lien waivers and other documentation, and the willingness of the title insurer to issue an endorsement (satisfactory to such parties) insuring over possible mechanics' lien claims relating to Work in place and the continued priority of the lien of the mortgage securing the Secured Property Lenders whose approval is required above, the Depositary shall, out of the monies so held by the Depositary and subject to such reasonable retention as may be reasonably required in the circumstances and is customary in similar construction matters, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, Architects, and other persons named in the Owner's certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and

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statements due them. Notwithstanding the foregoing, any or all of the Owners of the Secured Property Lenders or the Depository may require that disbursements be made through the usual form of construction escrow then in use in Chicago, Illinois, with such changes as may be required to conform to the requirements or provisions of this Declaration. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Owner to the Depository in accordance with the provisions of Section 18.1(a) hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

ARTICLE 19

GENERAL

19.1 In fulfilling obligations and exercising rights under this Agreement, each Owner shall reasonably cooperate with the other Owner to promote the efficient operation of each respective portion of the Total Property and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Total Property. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) (i) such other instruments, documents, materials and information as any other Owner hereto may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder or increase such Owner's burdens hereunder; and (ii) such grants of Easements to and agreements with utility companies as any other Owner hereto may reasonably request in order to enable such utility company to furnish utility services as required by such Owner, provided that any Mortgagee which holds any Mortgage on the portions of the Total Property on which such Easement is granted has first consented in writing to such Easements.

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

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

19.4

(a) Except as otherwise provided herein, this Agreement may be amended or terminated only by an instrument signed by the Owners and acknowledged by the

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Mortgagee. Any amendment to or termination of this Agreement shall be recorded with the Recorder.

(b) Declarant, its successors and/or its assigns, reserves the right and power to record a special amendment (a "**Special Amendment**") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement or to add such complementary and supplemental grants and reservations of Easements as may be necessary in order to effectuate the Maintenance, operation and administration of the Total Property.

19.5 The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Agreement is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law and as provided below, for successive periods of ten (10) years, subject to amendment or termination as hereinabove set forth in Section 19.4; provided, however, that this Agreement, and all Easements, covenants, conditions and restrictions contained herein, shall terminate and be deemed abrogated (i) as may be provided in Section 9.9 and 11.4 or (ii) upon the demolition or destruction of all of the Improvements and the failure to restore or rebuild the same within five (5) years after such demolition or destruction. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) any rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the date of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, the President of the United States of America, living at the date of this Agreement.

19.6 The provisions of this Agreement shall be construed to the end that the Total Property shall remain a class B office and warehouse building. The Owners agree to maintain the Building's present standard and condition.

19.7 All the Easements, covenants, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and/or its assigns, and each subsequent holder of any interest in any portion of the Total Property and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Total Property or any part thereof.

19.8 Easements created hereunder shall not be presumed abandoned by nonuse or the appearance of nonuse or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement or unless the Easement has been abandoned for a period in excess of two (2) years. However, abandonment may not be construed as nonuse but instead must include the element of intent to relinquish a property right or interest.

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19.9 The parties hereto acknowledge that this Agreement and all other instruments in connection herewith, have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois including, without limitation, matters affecting title to all real property described herein.

19.10 This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary (except any Mortgagee) under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

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

19.12 No charges shall be made for any Easements or rights granted hereunder unless otherwise provided or permitted under the terms of this Agreement.

ARTICLE 20

ARBITRATION

20.1 The following matters shall be submitted for arbitration to the American Arbitration Association (“AAA”) pursuant and subject to the provisions of this Article 20:

(A) All disputes, claims or controversies arising under this Declaration involving an amount not exceeding \$50,000.00, which \$50,000.00 shall mean \$50,000.00 in the year in which this Agreement is recorded with the Recorder (the “Year”) equivalent dollars, which shall not be resolved within sixty (60) days after same have arisen; or

(B) All disputes, claims or controversies arising out of or involving the appointment of an architect or a contractor or contractors pursuant to Section 9.4, 11.4 or 21.1 hereof which shall be not resolved within sixty (60) days after same shall arise.

Any such dispute, claim, controversy or matter is referred to herein as a “Matter”. Arbitration of any Matter shall be initiated by any Owner making a written demand therefore by giving written notice thereof to the other Owner and by filing a copy of such demand with the AAA. The AAA shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration shall be held in Chicago, Illinois, and shall be conducted and completed in an expeditious manner and without delay. The Mortgagees of Mortgages shall be parties to any arbitration of a Matter involving a matter which requires the consent or approval of the Mortgagees of Mortgages hereunder.

20.2 Unless otherwise agreed to in writing by the parties to the arbitration, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall jointly designate three (3) arbitrators to resolve the Matter. If the parties fail to designate the arbitrators within such time period, arbitrators shall be appointed in accordance with the

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procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrators shall be experienced as to the design, construction and/or operation, as the Matter requires, of low-rise, and/or high-rise multi-use structures similar to the Building. Except where contrary to the provisions set forth in this Declaration, the AAA Commercial Arbitration Rules shall apply to the arbitration of any Matter. During the twenty (20) day time period referenced above, the parties may agree in writing to any additions, deletions or changes to the applicable arbitration rules.

20.3 The arbitrators shall commence hearings within sixty (60) days of selection, unless the Owners and the arbitrators agree upon an expedited or delayed schedule of hearings. Prior to the hearings, any Owner may send out requests to compel document production from the other Owner. Disputes concerning the scope of document production and enforcement of the document requests shall be subject to agreement by such Owner or may be ordered by the arbitrators to the extent reasonable. The arbitrators may obtain independent legal counsel or other professional consultants to aid in resolution of legal or other questions presented in the course of arbitration to the extent reasonably necessary to the fair resolution of the Matter and to the extent that it is economical to do so considering the financial consequences of the Matter. The arbitrators in rendering a decision may base such decision only on the facts presented in the course of arbitration and shall not modify or amend the provisions of this Declaration. Subject to the other terms hereof, if any Owner fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitration panel may hear and determine the Matter upon evidence produced by the appearing Owner. The arbitration costs shall be borne equally by each Owner, except that each Owner shall be responsible for its own expenses.

20.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Declaration in accordance with this Declaration during the course of any arbitration constituted or conducted under the provisions of this Article 20. The obligation of the Owners to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable by any party to the Matter by application to any court of competent jurisdiction for an injunctive order requiring the immediate performance of such obligations as provided in the preceding sentence until such time as any matter is resolved as provided in this Article 20.

20.5 With respect to any Matter subject to arbitration under this Article 20, it is agreed that the arbitration provisions of this Article 20 shall be the sole remedy of the Owners under this Declaration. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim controversy or matter not described in this Article 20 or with any person not named or described herein, provided that any arbitration proceeding initiated under the terms of this Article 20 may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Matter and subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrators shall be final and binding upon the Owner and Mortgagees of the Mortgages and judgment thereon shall be entered by any court having jurisdiction.

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20.6 For purposes of this Article 20, "**The Year equivalent dollars**" means the equivalent purchasing power at any time of the value of One Dollar (\$1.00) in The Year calendar year. The Year equivalent dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction, the numerator of which is the difference between (x) the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination and (y) the Consumer Price Index for The Year (if such information is not yet available, then the Consumer Price Index for the prior year may be substituted), and the denominator of which is the Consumer Price Index for The Year (if such information is not yet available, then the Consumer Price Index for the prior year may be substituted). As used herein, the term "**Consumer Price Index**" shall mean the Consumer Price Index for Urban Wage Earners and the Clerical Workers, City of Chicago, All Items (Base Year 1967 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index agreed to by the Owners if such index is no longer available.

ARTICLE 21

ARCHITECT

21.1 The appointment of an architect in accordance with this Article 21 shall be for the purpose of resolving disputes and other differences arising under this Declaration during the operation of the Total Property. The Owners shall jointly appoint a firm consisting of both architects and engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of structures similar to the Improvements to serve under and pursuant to the terms and provisions of this Agreement (the "**Architect**"). In the event the Owners cannot agree upon the appointment of the Architect, the matter shall be submitted to arbitration in accordance with the provisions of Article 20. The Architect shall, upon its appointment, execute an agreement with the Owners substantially in the form of or comparable to The American Institute of Architects ("**AIA**"), AIA document B141, (or the then current edition), entitled "**Standard Form Agreement between Owner and Architect**". Any Owner may cause any Architect to be replaced if it demonstrates to the other Owner that such then-serving Architect has failed to perform its duties hereunder fairly, diligently or competently in accordance with the Owner-Architect Agreement. In such event, the Owner desiring replacement of the Architect shall serve notice upon the other Owners and the Secured Property Lenders, requesting the removal of the then-serving Architect, which notice shall set forth with specificity the respect or respects in which such Architect shall have failed to perform diligently or competently in accordance with the Owner-Architect Agreement. If, in the opinion of the Owner receiving such notice, the Owner desiring to replace the Architect is not entitled to require the appointment of a new Architect pursuant to this Section 21.1, an Owner receiving such notice and objecting to the appointment of a new Architect shall notify the other Owner of its objection in writing within fifteen (15) days after receipt of such notice from the other Owner. If, within ten (10) days after receipt by the Owner desiring to replace the Architect of such objection, the Owners do not resolve their differences, then the dispute shall be settled by arbitration pursuant to Article 20 hereof.

21.2 In any instance when the Architect serving pursuant to Section 21.1 hereof is authorized by this Agreement to advise the Owners concerning any dispute or matter, any Owner

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involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owners involved in such dispute and the Secured Property Lenders. The Architect shall, except in an Emergency Situation, afford each Owner involved in any dispute or matter, and any attorney or other representative designated by such Owner and the Secured Property Lenders, an opportunity to furnish information or data or to present such party's views.

21.3 The Architect shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and the Owners shall each pay their proportionate share of such fees. In any instance when the Architect shall, in accordance with any of the provisions of this Agreement, render services in connection with the preparation of plans and specifications or the supervision of repair, restoration or demolition of the Improvements or any part the fees and expenses of the Architect shall be considered as costs and expenses of said repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Agreement pursuant to which the Architect is performing such services. If any Owner shall fail to pay its allocable share of any fees or expenses of the Architect within ten (10) days after receipt of any invoice therefore from the Architect, then the other Owner may pay the same and the Owner failing to pay shall, within ten (10) days after written demand for reimbursement, reimburse the other Owner for any such payment plus interest at the Default Rate from the date of payment by the Owner to the date of reimbursement to such Owner.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Declarant has caused its name to be signed to this instrument, this 19~~th~~ day of May, 2014.

LUI CHICAGO HASTINGS, LLC, a Delaware
Limited liability company

By: _____

Printed Name: THOMAS B. BACON DKP

Title: MANAGER

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~~STATE OF ILLINOIS~~)
~~COUNTY OF COOK~~) ^{TEXAS}) SS
~~COOK~~) ^{HARRIS})

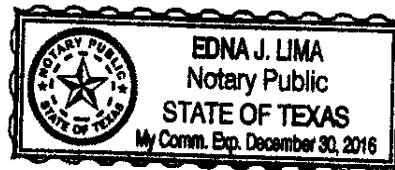
I, Edna J. Lima, a Notary Public in and for the County and State
 aforesaid, do hereby certify that THOMAS G. BALDI personally known to me to be the
~~Manager~~ of LUI CHICAGO HASTINGS, LLC, a Delaware limited liability company and the
 same person who name is subscribed to the foregoing instrument as such, appeared before me
 this day in person and acknowledged that he signed and delivered the said instrument as his own
 free and voluntary act and the free and voluntary act of LUI Chicago Hastings, LLC, a Delaware
 limited liability company.

GIVEN under my hand and Notarial Seal this 15 day of May, 2014.

Edna J. Lima

Notary Public

My Commission Expires: 12/30/16



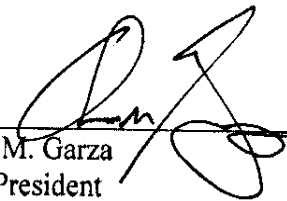
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CONSENT OF MORTGAGEE

Wells Fargo Bank, National Association, holder of a Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Total Property dated October 18, 2006 and recorded with the Cook County Recorder of Deeds on October 26, 2006 as Document Number 0629933111 hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Easements and agrees that said Mortgage is subject thereto and to the provisions of the Declaration.

IN WITNESS WHEREOF, Wells Fargo Bank, National Association has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf, all done at Houston, Texas, on this 15th day of May, 2014.

By: 
Chris M. Garza
Vice President

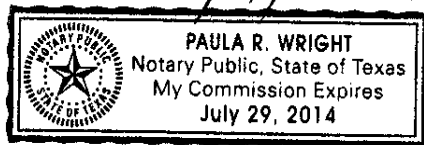
Texas
STATE OF HOUSTON)
) SS
COUNTY OF HARRIS)

I, Paula R. Wright, a Notary Public in and for said County and State, do hereby certify that Chris M. Garza, Vice President of Wells Fargo Bank, National Association, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of Wells Fargo Bank, National Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2014.

Paula R. Wright
Notary Public

My Commission Expires: 7/29/14



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EXHIBIT A

LEGAL DESCRIPTION OF TOTAL PARCEL

PARCEL 1:

LOTS 1 TO 6, ALL INCLUSIVE, IN EMMA WELLS SUBDIVISION OF LOTS 73, 74, AND 75; LOTS 54 TO 72, ALL INCLUSIVE, AND LOTS 76 TO 91, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; THE VACATED EAST-WEST ALLEY (VACATED AS PER DOCUMENT 7373347) LYING SOUTH OF THE SOUTH LINE OF LOTS 54 TO 72, ALL INCLUSIVE; AND VACATED WEST 14TH STREET (VACATED AS PER DOCUMENT 7373347) LYING BETWEEN SOUTH LEAVITT AVENUE, AS VACATED, AND THE WEST LINE OF LOT 89 EXTENDED SOUTH 66.00 FEET; (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES, 18 SECONDS, MEASURED FROM WEST TO SOUTH, WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46 SECONDS, MEASURED FROM SOUTH TO WEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 09 DEGREES, 15 MINUTES, 12 SECONDS, MEASURED FROM WEST TO NORTHWEST, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED WEST 14TH STREET);

ALSO

ALL THAT PART OF THE EAST HALF OF VACATED SOUTH LEAVITT STREET LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 10 AND THE EAST LINE OF SAID BLOCK 10 PRODUCED SOUTH 66.00 FEET AND WEST OF AND ADJOINING THE WEST LINE OF BLOCK 11 AND THE WEST LINE OF SAID BLOCK 11 PRODUCED SOUTH 66.00 FEET IN THE SUBDIVISION OF SECTION 19, AFORESAID, LYING SOUTH OF THE NORTH LINE OF LOT 72 IN THE SUBDIVISION OF SAID BLOCK 11 PRODUCED WEST, 66.00 FEET AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 14TH STREET VACATED 50.00 FEET EASTERLY OF THE EAST LINE OF SOUTH LEAVITT STREET, VACATED; THENCE BY A CURVE, CONVEXED TO THE SOUTH HAVING A RADIUS OF 1,910.00 FEET TO A POINT IN THE CENTER LINE OF SOUTH LEAVITT STREET VACATED 2.5 FEET NORTHERLY FROM THE SOUTH LINE OF SAID WEST 14TH STREET VACATED, ALL IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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LOTS 25, 26, 27, 46, 47, 48 AND LOT 45 (EXCEPT THE WEST 9.98 FEET THEREOF); LOT 28 (EXCEPT THE NORTH 79.73 FEET AND EXCEPT THE WEST 9.98 FEET THEREOF), TOGETHER WITH THE NORTH 79.73 FEET OF SAID LOT 28 (EXCEPT THE WEST 9.00 FEET THEREOF); ALSO THE EAST-WEST ALLEY LYING BETWEEN A LINE 10 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDED NORTH 16 FEET; LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 25 TO 28, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48, VACATED AS PER DOCUMENT NO. 7373347; ALSO THE NORTH 16.67 FEET OF THAT PART OF WEST 14TH STREET LYING BETWEEN A LINE 10 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH DAMEN AVENUE AND THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 EXTENDING SOUTH 16.67 FEET, VACATED AS PER DOCUMENT 7373347; ALL IN CAMPBELL'S SUBDIVISION OF THE EAST HALF OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND COMPRISED OF THE WEST 9.00 FEET OF THE NORTH 79.73 FEET OF LOT 28, TOGETHER WITH THE WEST 9.98 FEET OF SAID LOT 28 (EXCEPT THE NORTH 79.73 FEET THEREOF); LOTS 29 TO 44, ALL INCLUSIVE, AND THE WEST 9.98 FEET OF LOT 45, ALL IN CAMPBELL'S SUBDIVISION OF THE EAST HALF OF BLOCK 12; LOTS 25 TO 48, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST HALF OF BLOCK 12; LOTS 49 TO 56, ALL INCLUSIVE, AND LOTS 89 TO 95, ALL INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11, LOTS 1 TO 6, ALL-INCLUSIVE, IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; VACATED SOUTH HOYNE AVENUE (VACATED AS PER DOCUMENT NUMBER 7373347); THAT PART OF THE VACATED 16 FOOT EAST-WEST ALLEY (VACATED AS PER DOCUMENT NUMBER 7373347) LYING EAST OF THE WEST LINE OF LOT 89 EXTENDED NORTH AND WEST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45, AFORESAID, EXTENDED NORTH; THAT PART OF VACATED WEST 14TH STREET (EXCEPT THE EAST 10 FEET THEREOF) (VACATED AS PER DOCUMENT NUMBER 7373347); LYING EAST OF THE WEST LINE OF SAID LOT 89 EXTENDED SOUTH TO THE SOUTH LINE OF SAID VACATED STREET AND LYING WEST OF THE WEST LINE OF SOUTH DAMEN AVENUE (EXCEPT THE NORTH 16.67 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 9.98 FEET OF LOT 45 AFORESAID, EXTENDED SOUTH); ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 54, 54.88 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 56; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 18 SECONDS (MEASURED FROM WEST TO SOUTH) WITH THE SAID NORTH LINE OF LOTS 54 TO 56, A DISTANCE OF 200.70 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 36 MINUTES, 46 SECONDS (MEASURED FROM SOUTH TO WEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 12.68 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES, 15 MINUTES, 12 SECONDS (MEASURED FROM WEST TO NORTHWEST) WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 42.09 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 89; THENCE SOUTH ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF SAID WEST LINE OF LOT 89, A DISTANCE OF 135.85 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF VACATED WEST 14TH STREET, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST HALF OF BLOCK 12; LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST HALF OF BLOCK 12; THE VACATED 16 FOOT ALLEY (VACATED PER DOCUMENT 19169599) IN THE NORTH HALF OF BLOCK 12 AFORESAID IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM:

LOTS 1, 2, 23, 24 AND THE EAST 7.80 FEET OF LOTS 3 AND 22, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12, RECORDED JUNE 6, 1879, AS DOCUMENT NUMBER 225067, TOGETHER WITH THAT PORTION OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT NUMBER 19169599) LYING SOUTH AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND THE EAST 7.80 FEET OF LOT 3, IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT NUMBER 0021367989, RECORDED DECEMBER 11, 2002;

AND EXCEPT THEREFROM:

THE WEST 1.00 FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, RECORDED OCTOBER 2, 1879, AS DOCUMENT NUMBER 239109, TOGETHER WITH THE WEST 1.00 FOOT OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT NUMBER 19169599) IN THE NORTH 1/2 OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION SECTION 19, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1, 2, 3, 4, 45, 46, 47 AND 48, AND ALL OF THE EAST-WEST 16 FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1, 2, 3 AND 4, AND LYING NORTH OF AND ADJOINING SAID LOTS 45, 46, 47 AND 48 (VACATED AS PER DOCUMENT NUMBER 86382600), TOGETHER WITH THE WEST 1/2 OF VACATED HOYNE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 AND 48 (VACATED AS PER DOCUMENT NUMBER 0313431066), ALL IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 1.00 FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1879, AS DOCUMENT 239109, AND THE WEST 1.00 FOOT OF THE VACATED 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 1 AND NORTH OF AND ADJOINING SAID LOT 24 (VACATED AS PER DOCUMENT NUMBER 19169599), TOGETHER WITH THE EAST 1/2 OF VACATED HOYNE AVENUE LYING WEST OF AND ADJOINING SAID LOTS 1 AND 24 (VACATED AS PER DOCUMENT NUMBER 0313431066), IN THE NORTH 1/2 OF BLOCK 12,

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AFORESAID, ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1340 South Damen/ 2011-2061 West Hastings, Chicago, Illinois.

P.I.N.: 17-19-114-051; 17-19-114-052; 17-19-115-002; 17-19-115-003; 17-19-115-004; 17-19-115-005; 17-19-115-006; 17-19-115-007; 17-19-115-008; 17-19-115-009; 17-19-115-011; 17-19-115-012; 17-19-115-013; 17-19-115-014; 17-19-113-051

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EXHIBIT B

LEGAL DESCRIPTION OF THE 1340 PROPERTY

PARCEL 1

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A PLANE WHICH IS 34.98 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25, 26, 27 AND 28 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.01 FEET ALONG THE NORTH LINE OF SAID LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALONG THE NORTH LINE OF LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 78.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, AND LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 25 THROUGH 28, AND LYING NORTH OF AND ADJOINING SAID LOTS 45 THROUGH 48; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 28, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET); THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 79.61 FEET (79.73 FEET RECORD); THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 201.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 80.15 FEET TO THE EAST LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.44 FEET (16.46 FEET RECORD) ALONG SAID EAST LINE OF VACATED WEST 14TH STREET TO THE SOUTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH

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LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET); THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG THE SOUTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED WEST 14TH STREET) TO THE EAST LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE NORTH LINE OF SAID LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY [VACATED BY DOCUMENT NUMBER 7373347]); THENCE NORTH 89 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.00 FEET ALONG SAID NORTH LINE OF LOT 48 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF SAID LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347); THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.00 FEET ALONG SAID SOUTH LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID VACATED EAST AND WEST ALLEY VACATED BY DOCUMENT NUMBER 7373347) TO THE EAST LINE OF SAID LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE); THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.11 FEET (124.10 FEET RECORD) ALONG SAID EAST LINE OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH DAMEN AVENUE) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THAT PART OF LOTS 3 TO 22, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; LOTS 1 TO 17, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; LOTS 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 17 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 1 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE WEST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 13 TO 22 AND SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 3 TO 12 (VACATED PER DOCUMENT NO. 19169599) IN THE EAST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE VACATED EAST AND WEST ALLEY, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 4 (VACATED PER DOCUMENT NO. 86382600) IN THE SUBDIVISION OF BLOCK

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11 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND VACATED SOUTH HOYNE AVENUE (VACATED PER DOCUMENT NO. 0313431066), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET ALONG THE WEST LINE OF SAID LOT 45 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 135.21 FEET ALONG THE WEST LINE OF SAID LOT 4 IN SUBDIVISION OF BLOCK 11 TO THE NORTH LINE OF SAID LOT 4 IN SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST 13TH STREET); THENCE SOUTH 89 DEGREES 57 MINUTES 58 SECONDS EAST, A DISTANCE OF 708.56 FEET ALONG THE NORTH LINE OF SAID LOTS 1 TO 4 IN SUBDIVISION OF BLOCK 11 AND THE NORTH LINE OF SAID LOTS 1 TO 12 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE NORTH LINE OF SAID LOTS 3 TO 12 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 06 MINUTES 23 SECONDS EAST, A DISTANCE OF 264.39 FEET ALONG SAID EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 3 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE EAST LINE OF THE EAST 7.80 FEET OF SAID LOT 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 TO THE SOUTH LINE OF SAID LOT 22 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 355.48 FEET ALONG THE SOUTH LINE OF LOTS 13 TO 22 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF SAID LOTS 13 TO 17 IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 353.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTION OF THE 2011 PROPERTY

TRACT 1:

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A PLANE WHICH IS 34.98 FEET ABOVE CHICAGO CITY DATUM DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.43 FEET ALONG THE NORTH LINE OF LOTS 25, 26, 27 AND 28 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 220.01 FEET ALONG THE NORTH LINE OF SAID LOTS 28 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 AND ALONG THE NORTH LINE OF LOT 36, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 78.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

TRACT 2:

THAT PART OF LOTS 28 THROUGH 36, BOTH INCLUSIVE, AND LOTS 37 THROUGH 45, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 28 THROUGH 36, AND LYING NORTH OF AND ADJOINING SAID LOTS 37 THROUGH 45; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347); AND VACATED SOUTH HOYNE AVENUE (VACATED BY DOCUMENT NUMBER 7373347); AND LOTS 25 THROUGH 36, BOTH INCLUSIVE, AND LOTS 37 THROUGH 48, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SAID SECTION 19; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 25 THROUGH 36, AND LYING NORTH OF AND ADJOINING SAID LOTS 37 THROUGH 48; AND LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 94, 95 AND 96 IN THE SUBDIVISION OF BLOCK 11; LOTS 49 TO 56, BOTH INCLUSIVE, AND LOTS 87 TO 93, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 49 THROUGH 56, AND LYING NORTH OF AND ADJOINING SAID LOTS 87 THROUGH 93, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 311.44 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF

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THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) AND ALONG THE NORTH LINE OF LOT 36, IN SAID CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 78.57 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 220.01 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 1.04 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.28 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 201.05 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 80.15 FEET TO THE EAST LINE OF SAID VACATED WEST 14TH STREET; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 49.56 FEET ALONG SAID EAST LINE OF VACATED WEST 14TH STREET TO THE SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 1005.33 FEET ALONG SAID SOUTH LINE OF VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 03 MINUTES 51 SECONDS EAST, A DISTANCE OF 51.05 FEET TO THE SOUTH LINE OF A CONCRETE BUILDING; THENCE SOUTH 89 DEGREES 56 MINUTES 09 SECONDS EAST, A DISTANCE OF 104.18 FEET ALONG SAID SOUTH LINE OF A CONCRETE BUILDING; THENCE NORTH 00 DEGREES 13 MINUTES 06 SECONDS EAST, A DISTANCE OF 108.33 FEET ALONG THE EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 97.26 FEET TO THE WEST LINE OF A BRICK BUILDING; THENCE NORTH 00 DEGREES 04 MINUTES 36 SECONDS EAST, A DISTANCE OF 138.96 FEET ALONG SAID WEST LINE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 40.15 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 26 SECONDS EAST, 31.51 FEET TO THE NORTH LINE OF SAID LOT 56 IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET); THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 541.35 FEET ALONG THE NORTH LINE OF SAID LOTS 49 TO 56, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11, AND THE NORTH LINE OF VACATED SOUTH HOYNE AVENUE (VACATED BY DOCUMENT NUMBER 7373347), AND THE NORTH LINE OF SAID LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF LOTS 17 TO 24, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12; THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24 (VACATED PER DOCUMENT NO. 19169599) IN THE WEST 1/2 OF BLOCK 12 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 45 TO 48, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11; THE VACATED EAST AND WEST ALLEY, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 45 TO 48 (VACATED PER DOCUMENT NO. 86382600) IN THE SUBDIVISION OF BLOCK 11 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND VACATED SOUTH HOYNE AVENUE (VACATED PER DOCUMENT NO. 0313431066), DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 129.00 FEET ALONG THE WEST LINE OF SAID LOT 45; THENCE SOUTH 89 DEGREES 57 MINUTES 06 SECONDS EAST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 129.00 FEET TO THE SOUTH LINE OF SAID LOT 17 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 353.00 FEET ALONG THE SOUTH LINE OF SAID LOTS 17 TO 24, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT 2 AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 1340 SOUTH DAMEN AND 2011 WEST HASTINGS DATED _____, 2014 AND RECORDED _____, 2014 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 54 TO 58, BOTH INCLUSIVE, AND LOTS 87 TO 91, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 54 THROUGH 58, AND LYING NORTH OF AND ADJOINING SAID LOTS 87 THROUGH 91, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 852.79 FEET ALONG THE NORTH LINE OF LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) AND ALONG THE NORTH LINE OF LOTS 25 THROUGH 36, BOTH INCLUSIVE, IN SAID CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) AND ALONG THE NORTH LINE OF SAID LOTS 49 TO 56, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 31.51 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.15 FEET TO THE WEST LINE OF A BRICK BUILDING; THENCE SOUTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, A DISTANCE OF 138.96 FEET ALONG SAID WEST LINE OF A BRICK BUILDING; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST, A DISTANCE OF 97.26 FEET TO THE EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 00 DEGREES 13 MINUTES 05 SECONDS EAST, A DISTANCE OF 10.30 FEET ALONG SAID EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 89 DEGREES 42 MINUTES 49 SECONDS WEST, A DISTANCE OF 1.28 FEET ALONG A NORTH LINE OF A CONCRETE BUILDING; THENCE NORTH 00 DEGREES 04 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.44 FEET TO THE NORTH LINE OF SAID LOT 58; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 57.83 FEET ALONG THE NORTH LINE OF SAID LOTS 56 TO 58, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE

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SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT 3 AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 1340 SOUTH DAMEN AND 2011 WEST HASTINGS DATED _____, 2014 AND RECORDED _____, 2014 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 8 TO 9, BOTH INCLUSIVE, AND LOTS 16 TO 17, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 19169599) LYING SOUTH OF AND ADJOINING SAID LOTS 8 TO 9, AND LYING NORTH OF AND ADJOINING SAID LOTS 16 TO 17 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF LOT 45 IN SUBDIVISION OF BLOCK 11; THENCE SOUTH 89 DEGREES 57 MINUTES 06 SECONDS EAST, A DISTANCE OF 353.00 FEET ALONG THE SOUTH LINE OF LOTS 17 TO 24, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12 AND THE SOUTH LINE OF LOTS 45 THROUGH 48, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCK 11 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE OF 264.30 FEET TO THE SOUTH LINE OF WEST 13TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 58 SECONDS EAST, A DISTANCE OF 33.00 FEET ALONG SAID SOUTH LINE OF THE WEST 13TH STREET; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 264.30 FEET TO THE SOUTH LINE OF LOT 16 (SAID SOUTH LINE ALSO BEING THE NORTH LINE OF WEST HASTINGS STREET); THENCE NORTH 89 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 33.00 FEET ALONG SAID NORTH LINE OF WEST HASTINGS STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 7:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT 1 AND TRACT 2 AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 1340 SOUTH DAMEN AND 2011 WEST HASTINGS DATED _____, 2014 AND RECORDED _____, 2014 FOR PEDESTRIAN AND EMERGENCY INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347) IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12 IN THE SUBDIVISION OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE VACATED WEST 14TH STREET AND THE WEST LINE OF SOUTH DAMEN AVENUE; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 80.15 FEET ALONG SAID SOUTH LINE OF WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 49.55 FEET;

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THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 80.15 FEET TO SAID WEST LINE OF SOUTH DAMEN AVENUE; THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST, A DISTANCE OF 49.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

LEGAL DESCRIPTION OF THE 2059-2061 PROPERTY

PARCEL 3

THAT PART OF LOTS 54 TO 72, BOTH INCLUSIVE, AND LOTS 76 TO 91, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11; AND THE VACATED EAST AND WEST ALLEY (VACATED BY DOCUMENT NUMBER 7373347) LYING SOUTH OF AND ADJOINING SAID LOTS 54 TO 72, AND LYING NORTH OF AND ADJOINING SAID LOTS 76 TO 91; AND LOTS 1 TO 3, BOTH INCLUSIVE, IN EMMA WELL'S SUBDIVISION; AND VACATED WEST 14TH STREET (VACATED BY DOCUMENT NUMBER 7373347); AND VACATED SOUTH LEAVITT AVENUE (VACATED BY DOCUMENT NUMBER 9748265), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 852.79 FEET ALONG THE NORTH LINE OF LOTS 25 TO 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 12, AND THE NORTH LINE OF LOTS 25 TO 36, BOTH INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 12, AND THE NORTH LINE OF LOTS 49 TO 56, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET) TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 31.51 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.15 FEET TO THE WEST LINE OF A BRICK BUILDING; THENCE SOUTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, A DISTANCE OF 138.96 FEET ALONG SAID WEST LINE OF A BRICK BUILDING; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST, A DISTANCE OF 97.26 FEET TO THE EAST LINE OF A CONCRETE BUILDING; THENCE SOUTH 00 DEGREES 13 MINUTES 06 SECONDS WEST, A DISTANCE OF 108.33 FEET ALONG SAID EAST LINE OF A CONCRETE BUILDING; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 104.18 FEET ALONG SAID SOUTH LINE OF A CONCRETE BUILDING; THENCE SOUTH 00 DEGREES 03 MINUTES 51 SECONDS WEST, A DISTANCE OF 51.05 FEET TO THE SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, A DISTANCE OF 252.89 FEET ALONG SAID SOUTH LINE OF SAID VACATED WEST 14TH STREET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 1.07 FEET; THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1910.00 FEET, AN ARC DISTANCE OF 33.03 FEET AND CHORD BEARING NORTH 87 DEGREES 27 MINUTES 02 SECONDS WEST; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 327.60 FEET TO THE SOUTH LINE OF SAID WEST HASTINGS STREET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 448.41 FEET ALONG SAID NORTH LINE OF SAID LOTS 56 TO 72, BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 11 (SAID NORTH LINE ALSO BEING THE SOUTH LINE OF WEST HASTINGS STREET), TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT E

SURVEY OF TOTAL PROPERTY

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EXHIBIT F

LEGAL DESCRIPTION OF THE PARKING PROPERTY

TRACT 1:

LOT 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE EAST HALF OF BLOCK 12; LOTS 1 TO 24, ALL INCLUSIVE, IN CAMPBELL'S SUBDIVISION OF THE WEST HALF OF BLOCK 12; THE VACATED 16 FOOT ALLEY (VACATED PER DOCUMENT 19169599) IN THE NORTH HALF OF BLOCK 12 AFORESAID IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPT THEREFROM: LOTS 1, 2, 23, 24 AND THE EAST 7.80 FEET OF LOTS 3 AND 22, IN CAMPBELL'S SUBDIVISION OF THE EAST ½ OF BLOCK 12. RECORDED JUNE 6, 1879 AS DOCUMENT NUMBER 225067, TOGETHER WITH THAT PORTION OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT NUMBER 19169599) LYING SOUTH AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND THE EAST 7.80 FEET OF LOT 3, IN THE NORTH ½ OF BLOCK 12 AFORESAID. ALL IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AS PER DOCUMENT NUMBER 0021367989. RECORDED DECEMBER 11, 2002

AND EXCEPT THEREFROM:

THE WEST ONE FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST ½ OF BLOCK 12, RECORDED OCTOBER 2, 1879 AS DOCUMENT NUMBER 239109, TOGETHER WITH THE WEST ONE FOOT OF THE VACATED 16-FOOT ALLEY (VACATED AS PER DOCUMENT NUMBER 19169599) IN THE NORTH ½ OF BLOCK 12 AFORESAID, ALL IN THE SUBDIVISION SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOTS 1, 2, 3, 4, 45, 46, 47, AND 48, AND ALL OF THE EAST-WEST 16-FOOT WIDE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1, 2, 3 AND 4, AND LYING NORTH OF AND ADJOINING SAID LOTS 45, 46, 47 AND 48 (VACATED AS PER DOCUMENT NUMBER 86382600). TOGETHER WITH THE WEST ½ OF VACATED HOYNE AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1 AND 48 (VACATED AS PER DOCUMENT NUMBER 0313431066), ALL IN THE SUBDIVISION OF BLOCK 11 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 3:

THE WEST 1.00 FOOT OF LOTS 1 AND 24 OF CAMPBELL'S SUBDIVISION OF THE WEST ½ OF BLOCK 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1879 AS DOCUMENT 239109, AND THE WEST 1.00 FOOT OF THE VACATED 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 1 AND NORTH OF AND ADJOINING SAID LOT 24 (VACATED AS PER DOCUMENT NUMBER 19169599), TOGETHER WITH THE EAST ½ OF VACATED HOYNE AVENUE LYING WEST OF AND ADJOINING SAID LOTS 1 AND 24 (VACATED AS PER DOCUMENT NUMBER 0313431066), IN THE NORTH ½ OF BLOCK 12. AFORESAID, ALL IN THE SUBDIVISION

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OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

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**OVERSIZE
EXHIBIT**

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**FORWARD ORIGINAL
DOCUMENT TO FLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**