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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/23/2015 02:59 PM Pg: 1 of 23

Prepared by and after recording
return to:

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., 21st Floor
Chicago, Illinois 60611
Attn: Joseph von Meier, Esq.

CONSTRUCTION, MAINTENANCE AND ACCESS EASEMENT AGREEMENT

THIS CONSTRUCTION, MAINTENANCE AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 5th day of October, 2015, by and among ERIE ON THE PARK CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Erie Condominium Association"), THE RONSLEY CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Ronsley Condominium Association") and MRR 678 KINGSBURY LLC, an Illinois limited liability company ("MRR").

RECITALS

A. WHEREAS, the Members of Erie Condominium Association, which Members are comprised of the Unit Owners, as such terms are defined in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Erie on the Park, a Condominium, recorded on October 11, 2006 as Document No. 0628431009 with the Cook County Recorder of Deeds, as amended (the "Erie Condominium Declaration"), each have a percentage ownership interest in certain Common Elements (as such term is defined in the Erie Condominium Declaration) of the 25-story condominium building (the "Erie Condominium Building") known as "Erie on the Park" and located at 510 W. Erie Street, Chicago, Illinois, which is more particularly

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described in Exhibit "A" attached hereto and made a part hereof (the "**Erie Condominium Property**").

B. WHEREAS, the Directors of the Ronsley Condominium Association, which Directors are comprised of some of the Members and Managers of MRR, make up the Board of Managers as such term is defined in the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the Ronsley Condominium, to be recorded with the Cook County Recorder of Deeds (the "**Ronsley Condominium Declaration**"), and said Board of Managers has the authority to manage the Ronsley Condominium Association.

C. WHEREAS, MRR owns the existing 5-story brick building with basement located on the approximately 0.5798 acre lot commonly known as 501 W. Huron Street and 678 N. Kingsbury Street, Chicago, Illinois, which lot is more particularly described in Exhibit "B" attached hereto and made a part hereof (the "**Ronsley Condominium Property**"), upon which MRR intends to construct the Ronsley Condominium consisting of (i) rehabilitation of the existing 5-story building, (ii) construction of two (2) additional floors on top of the existing 5-story building, and (iii) the construction of a new 5-Story addition adjacent to and south of the existing 5-story building containing dwelling units, parking facilities and common elements (collectively referred to herein as the "**Ronsley Building**"), as depicted in the architectural renderings attached hereto and made a part hereof as Exhibit "C".

D. WHEREAS, concurrently with constructing the Ronsley Building, MRR intends to construct a covered gangway between the Erie Condominium Property and the Ronsley Condominium Property, consisting of a new concrete parapet wall, concrete-at-grade walkway, locking louvered doors with wire mesh screens, floor drains and a pitched metal roof (the "**Covered Gangway**").

E. WHEREAS, MRR desires to construct a portion of the Covered Gangway within certain air rights and certain portions of land that are part of the Erie Condominium Property and to attach the pitched metal roof to certain portion of the Erie Condominium Building (the architectural details of the pitched metal roof are depicted on Exhibit "D" attached hereto and made a part hereof) which is more particularly described in and shown on Exhibit "E" attached hereto and made a part hereof (the "**Gangway Easement Parcel**").

F. WHEREAS, the Erie Condominium Association desires grant to MRR and the Ronsley Condominium Association a non-exclusive, perpetual easement over, upon and through the Gangway Easement Parcel in order to construct and maintain the Covered Gangway (the "**Construction, Maintenance and Access Easement**").

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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ARTICLE 1 GRANT OF EASEMENTS

1.1 Grant of Construction, Maintenance and Access Easement. Subject to any express conditions, limitations or reservations contained herein, the Erie Condominium Association hereby grants to MRR and the Ronsley Condominium Association and their successors, grantees and assigns, a non-exclusive, perpetual easement in, over, across and through the Gangway Easement Parcel for the construction, maintenance, repair and restoration of portions of the Covered Gangway consisting of (i) concrete-at-grade walkway; (ii) locking louvered metal doors with wire mesh located at each end of the Covered Gangway, (iii) floor drains, and (iv) the pitched metal roof (collectively, the “Covered Gangway Improvements”) as hereafter constructed and as more particularly described in and shown on Exhibit “F”. In consideration of the Erie Condominium Association’s grant of the Construction, Maintenance and Access Easement, MRR shall construct, at its sole cost and expense, and the Ronsley Condominium Association, at its sole cost and expense, shall maintain, the Covered Gangway Improvements. In addition, MRR hereby agrees to provide Erie Condominium Association with an allowance in the amount of Two Thousand Dollars (\$2,000) for the purpose of repairing the hole in the Erie Condominium Building’s exterior wall with materials selected by Erie Condominium Association.

ARTICLE 2 MAINTENANCE OF EASEMENT

2.1 Maintenance of the Covered Gangway. The Ronsley Condominium Association, and, until turnover by MRR of the Ronsley Condominium Association to the Unit Owners (as such term is defined in the Ronsley Condominium Declaration), hereby covenant and agree that each party shall be responsible for maintenance of the Covered Gangway Improvements, provided, however, the Erie Condominium Association shall, at its sole cost and expense, be responsible for installing and maintaining the opaque film applied to the inside of the existing windows of the Erie Condominium Building below the flashing of the pitched metal roof. Notwithstanding anything contained herein to the contrary, in the event any of the Covered Walkway Improvements are damaged by any party or if any party hereto allows any activity upon, or ingress or egress upon the Covered Gangway Easement Parcel that causes identifiable damage to the structure or surface of the Covered Gangway or any of the Covered Gangway Improvements, that damaging party shall be responsible for 100% of the cost of repairing or replacing and such damaging party shall repair or replace the same as necessary to restore it to the condition which existed prior to the damage.

2.2 Emergency Self-Help Rights. In the event of an emergency requiring maintenance or repair of any of the easements created by this Agreement, if the party who is responsible for such maintenance or repair does not undertake the same within a period of time which is reasonable under the circumstances or it does not appear that such party

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who is responsible will, or will be able to, undertake such maintenance or repair, the other party may, at its option, perform such maintenance or repair and pay any and all costs and charges associated therewith, subject to Section 2.4 below.

2.3 Non-Emergency Self-Help Rights. In the event of a failure by any party hereto to maintain and repair any of the easements created hereby as such party is required to do pursuant to this Agreement and such failure results in a material interference with the rights granted to any other party by this Agreement or with the use or operation of another party's property or the improvements located thereon from time to time, but does not result in an emergency, any other party may notify the party in default in writing of such failure. In the event the party in default fails to remedy such default within ten (10) days after receipt of such notice or, if such default cannot be cured within ten (10) days, in the event the party in default fails to commence the cure of such default within such ten (10) day period and diligently pursue such cure to completion, the other party may, at its option, perform the obligation which the party in default has failed to properly perform hereunder and pay any and all costs and charges associated therewith, subject to Section 2.4 below.

2.4 For any event described in Sections 2.2 and 2.3, the performing party shall be entitled to recover from the defaulting party the charges, fees, costs and expenses incurred by the performing party (including, if the other party is in default, reasonable attorneys' fees) in connection therewith, together with interest thereon at the Default Rate of Interest from the date payment by the defaulting party becomes due. Such charges, fees, costs, expenses and interest shall be paid by the defaulting party within ten (10) days after receipt of a statement thereof from the performing party. For the purposes hereof, the term "Default Rate of Interest" shall be at a rate equal to the lesser of (a) the highest rate allowed by law, and (b) the rate of two percent (2%) above the prime rate as published in the Wall Street Journal on the first business day of the month in which a default occurs. Notwithstanding anything contained in Section 6.2 to the contrary, in order to ensure the defaulting party's payment under Section 2.2 and 2.3 herein, the performing party shall have the right, in addition to all other rights and remedies described herein, if the defaulting party's non-payment continues for ninety (90) days after written notice of non-payment, which notice shall refer to the lien provision of this Section 2.4 and which notice is again given at least ten (10) days prior to expiration of such ninety (90) day period, to assert and record a notice of lien against the property owned by the defaulting party and to foreclose the lien in the same manner as a judgment lien.

ARTICLE 3 INDEMNIFICATION

3.1 Indemnification. Each party (an "Indemnifying Party") hereby indemnifies, releases and holds harmless each other party and such other party's officers, employees, agents, licensees, contractors, successors and assigns (collectively, the

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“Indemnified Parties”) from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys’ fees and litigation costs incurred by any Indemnified Parties in connection therewith) and for damage, destruction or theft of property, loss of life, injury to persons or damage to property that arises from use of any of the easements granted in this Agreement (or, as applicable, entry upon such other parties’ property for the purpose of accessing, constructing or maintaining the Project or the Parking Condominium Improvements) by the Indemnifying Party or the acts or omissions of the Indemnifying Party except to the extent arising from the negligence or willful misconduct of any Indemnified Party.

ARTICLE 4 REMEDIES AND ENFORCEMENT

4.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any party of any of the terms, covenants, restrictions or conditions hereof, after written notice and thirty (30) days to cure such breach, the non-breaching party(ies) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including attorneys’ fees, payment of any amounts due and/or specific performance, but excluding consequential and punitive damages.

4.2 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.3 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against the successors and assigns of the parties covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE 5 TERM

5.1 Term. The covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Cook County Recorder, and the easements granted herein shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all of the Erie Condominium Association and Ronsley Condominium Association or each of their successors or assigns.

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ARTICLE 6 MISCELLANEOUS

6.1 No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Erie Condominium Property or the Ronsley Condominium Property. No easements, except those expressly set forth in this Agreement shall be implied by this Agreement.

6.2 No Liens. Each party shall keep the other parties' property free from any liens, including without limitation the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by such party, or those claiming by, through or under such party or obligations incurred in connection with the applicable work pursuant to this Agreement, and the constructing or contracting party shall indemnify, defend and save the other parties harmless from any such lien. If, despite the foregoing, the constructing or contracting party permits or causes any such liens to attach to another party's property, such party causing or permitting such lien shall, at its sole cost and expense, promptly cause such lien or liens to be discharged or bonded over in compliance with the laws of the State of Illinois so as to remove the lien from the other party's property following notice thereof. Nothing herein shall be construed to prohibit a party from contesting the validity of any such construction, mechanics', laborers', materialmen's or other similar liens provided such party bonds the lien over in compliance with the laws of the State of Illinois so as to remove the lien from the other party's property promptly following notice thereof.

6.3 Compliance with Laws. All construction, maintenance, alteration, replacement, operation and repair of the Covered Gangway Improvements, Erie Conduits and Ronsley Conduits and use of the easements identified herein shall comply with all applicable legal requirements, including, but not limited to, applicable state and local building codes, and other applicable ordinances and environmental laws (collectively, "Laws"). This Agreement does not abrogate or supersede any applicable Laws to obtain permits, licenses, inspections or approvals in order to construct or maintain the Covered Gangway Improvements, Erie Conduits or Ronsley Conduits.

6.4 Amendment. The provisions of this Agreement may be amended or terminated only by the written consent of all parties hereto or their successors or assigns, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the official records of the Office of the Cook County Recorder of Deeds.

6.5 Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided herein,

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if any person having the right of consent or approval hereunder fails to give such consent or approval, or specific grounds for disapproval, within the applicable time period (or if no time period is provided, within fifteen (15) days of receipt of the request therefore), the person shall be deemed to have given its approval or consent. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; (c) clearly and conspicuously state that the failure to respond to the notice or request within the stated time period shall be deemed the equivalent of the recipient's approval or consent to the subject matter of the notice or request for approval or consent; and (d) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

6.6 Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for breach of this Agreement, the non-prevailing party(ies) in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including, without limitation, court costs and attorney's fees and disbursements, expended or incurred in connection therewith, both at trial and on appeal or petition for review.

6.7 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

6.8 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

6.9 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

6.10 Severability. Each provision of this Agreement and the application thereof to the properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

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6.11 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.12 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to each other party. The notice addresses of the parties are as follows:

If to Erie Condominium Association:

Erie on the Park
Condominium Association
510 W. Erie Street
Chicago, IL 60654
Attn: President

With Copy To:

dkCondo
Erie on the Park
Condominium Association
510 W. Erie Street
Chicago, IL 60654
Attn: Property Manager

If to Ronsley Condominium Association:

The Ronsley Condominium
Association
678 N. Kingsbury
Chicago, IL 60654
Attn: President

With Copy To:

Marc Realty
55 E. Jackson Blvd.
Suite 500
Chicago, IL 60604
Attn: Joseph Jensen

Any party may change the name of the person or address to which notices are to be given by so notifying each other party.

6.13 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

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6.14 Captions/Counterparts. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections. This Agreement may be executed in several counterparts, each of which shall be deemed an original; further, the signature of the parties hereto on this Agreement may be executed and notarized on separate pages and when attached to this Agreement shall constitute one complete document.

6.15 Authority. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective corporation or partnership and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

6.16 Recitals. The recitals to this Agreement are incorporated herein by reference and constitute a part hereof.

6.17 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments thereto.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder as of the date and year first above written.

ERIE ON THE PARK CONDOMINIUM
ASSOCIATION

By: [Signature]
Name: Michael A. Czupka
Its: Board of Directors - President.

WONSLEY CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Its: _____

MRR 678 KINGSBURY LLC, an Illinois limited
liability company

By: _____
Name: _____
Its: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder as of the date and year first above written.

ERIE ON THE PARK CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Its: _____

RONSLEY CONDOMINIUM ASSOCIATION

By: [Signature]
Name: Isaac Goldberg
Its: President

MRR 678 KINGSBURY LLC, an Illinois limited liability company

By: [Signature]
Name: GERALD LEE NUDO
Its: MANAGER

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INDIVIDUAL ACKNOWLEDGMENT

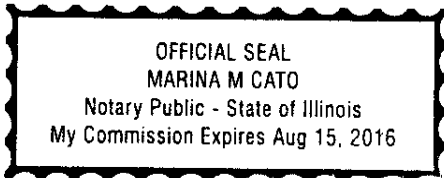
State/Commonwealth of Illinois
County of COOK } ss.

On this the 21st day of October, 2015, before me,
Marina M. Cato, the undersigned Notary Public,
Name of Notary Public
personally appeared Michael A. Czyrka,
Name(s) of Signer(s)

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Marina M. Cato
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement Agreement
Document Date: 10-21-2015 Number of Pages: 22
Signer(s) Other Than Named Above: _____

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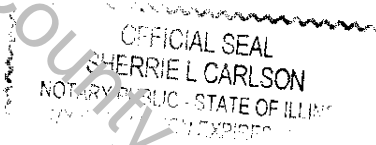
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Brian Goldberg personally known to me to be President of RONSLEY CONDOMINIUM ASSOCIATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he/she signed and delivered the said instrument pursuant to authority given by the members of such condominium association, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of October, 2015.

Sherrie L Carlson
Notary Public

My Commission Expires: 5/23/17



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- Exhibit "A" – Legal Description of Erie Condominium Property
- Exhibit "B" – Legal Description of Ronsley Condominium Property
- Exhibit "C" – Architectural Rendering of Ronsley Building
- Exhibit "D" – Architectural Details of Pitched Metal Roof
- Exhibit "E" – Gangway Easement Parcel
- Exhibit "F" – Covered Gangway Improvements *(i) concrete-at-grade walkway; (ii) locking lowered metal doors with wire mesh located at each end of the Covered Gangway, (iii) floor drains, and (iv) the pitched metal roof*

Property of Cook County Clerk's Office

UNOFFICIAL COPY**Exhibit "A" – Legal Description of Erie Condominium Property**

A portion of Lots 6, 7, 8, 9, 10, 11, 12, 20, 21, 22, 23, 24, 25 and 26 and a portion of the vacated East/West 18 foot alley adjoining said Lots, all in Block 12 (taken as a tract) in Higgins, Law and Company's Addition to Chicago in the Northwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Note: The North line of said tract is "Due East-West" for the following courses: beginning at a point in the North line of said Lot 8, said point being 41.38 feet West of the Northeast corner of said Lot 7; thence South $34^{\circ}27'07''$ East, 73.29 feet to a point in the East line of said Lot 7; said point being 60.44 feet South of the Northeast corner of said Lot 7; thence South $0^{\circ}04'$ East along said East line of Lot 7, 3.41 feet to a point that is 36 feet North of the Southwest corner of said Lot 6; thence South $63^{\circ}44'$ East, 43.29 feet to the Southeast corner of Lot 6; thence South $40^{\circ}29'40''$ East, 23.67 feet to a point in the North line of said Lot 24, said point being 56.67 feet West of the Northeast corner of said Lot 26; thence South $34^{\circ}27'07''$ East, 100.34 feet to a point in the East line of said Lot 26, said point being 82.74 feet South of the Northeast corner of said Lot; thence South $0^{\circ}04'$ East on the East line of said Lot, 17.11 feet to the Southeast corner thereof; thence due West on the South line of said tract, 89.35 feet to a point that is 54.65 feet East of the Southwest corner of said Lot 21; thence North $34^{\circ}23'$ West, 263.79 feet to a point in the North line of said Lot 12, said point being 1.94 feet East of the Northwest corner of said Lot; thence due East on the North line of said tract, 100.68 feet to the point of beginning, in Cook County, Illinois.

Also:

All that part of Block 12 in Higgins, Law and Company's Addition to Chicago in the Northwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying Westerly of the following described line: beginning at a point on the North line of Lot 12, which is 1.94 feet East of the Northwest corner thereof and running thence in a Southeasterly direction to a point in the South line of Lot 23, which is 54.65 feet East of the Southwest corner of Lot 21, and East of a line drawn from a point in the South line of Lot 18 which is 6.80 feet East of the Southwest corner thereof and running thence North along a line forming an angle of $90^{\circ}02'$ measured from East to North, to its intersection with the first above described line, taken as a tract (except therefrom that part lying South of a line drawn at an angle of $89^{\circ}38'20''$ (measured from North to East) with the West line of said tract, through a point therein 143.20 feet North of the Southwest corner of said tract) in Cook County, Illinois.

UNOFFICIAL COPY**Exhibit "B" – Legal Description of Ronsley Condominium Property**

ALTA Commitment (6/17/06)

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A****Exhibit B - Legal Description****PARCEL 1:**

LOTS 1, 2, 3, 4, 5, AND 6 (EXCEPT THAT PART OF SAID LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 RUNNING NORTH ON THE WEST LINE OF SAID LOT 6 66 FEET; THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING) ALL IN BLOCK 12 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE MAP OF SAID ADDITION RECORDED JUNE 16, 1856 AS IN BOOK 98 OF MAPS PAGE 89 AND DOCUMENT NUMBER 72185 AND RECORDED JANUARY 10, 1866 IN BOOK 163 OF MAPS PAGES 83 AND 84 AS DOCUMENT NUMBER 107695 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF EACH OF LOTS 7 AND 8 IN BLOCK 12 IN HIGGINS LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 AFORESAID AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 60.44 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 73.27 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, WHICH POINT IS 41.38 FEET WEST OF SAID NORTHEAST CORNER OF LOT 7; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 7 AND 8 A DISTANCE OF 41.38 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF EACH OF LOTS 24, 25 AND 26 IN BLOCK 12 IN HIGGINS LAW AND COMPANY'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 26 AFORESAID AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 26, A DISTANCE OF 82.74 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 100.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24, WHICH POINT IS 56.67 FEET WEST OF SAID NORTHEAST CORNER OF LOT 26; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 24, 25 AND 26 A DISTANCE OF 56.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 27 AND 28 IN BLOCK 12 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST WEST 18 FOOT ALLEY LYING SOUTH AND ADJOINING LOTS 1 TO 5, BOTH INCLUSIVE, AND NORTH OF AND ADJOINING LOTS 24 TO 28, BOTH INCLUSIVE, LYING EASTERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 (SAID LOT CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 8) TO A POINT ON THE NORTH LINE OF LOT 24 WHICH IS 104.68 FEET WEST OF THE NORTHEAST CORNER OF LOT 28 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 28 ALL IN BLOCK 12 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF VACATED ALLEY BEING FURTHER DESCRIBED AS LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE EAST-WEST 18 FOOT PUBLIC ALLEY 120.05 FEET WEST OF THE WEST LINE OF N. KINGSBURY STREET TO A POINT ON THE SOUTH LINE OF THE EAST-WEST 18 FOOT PUBLIC ALLEY 104.68 FEET WEST OF THE WEST LINE OF N. KINGSBURY STREET AND LYING WEST OF THE WEST LINE OF N. KINGSBURY STREET IN BLOCK BOUNDED BY W. HURON STREET, N. KINGSBURY STREET, W. ERIE STREET AND N. LARRABEE STREET, IN COOK COUNTY, ILLINOIS.

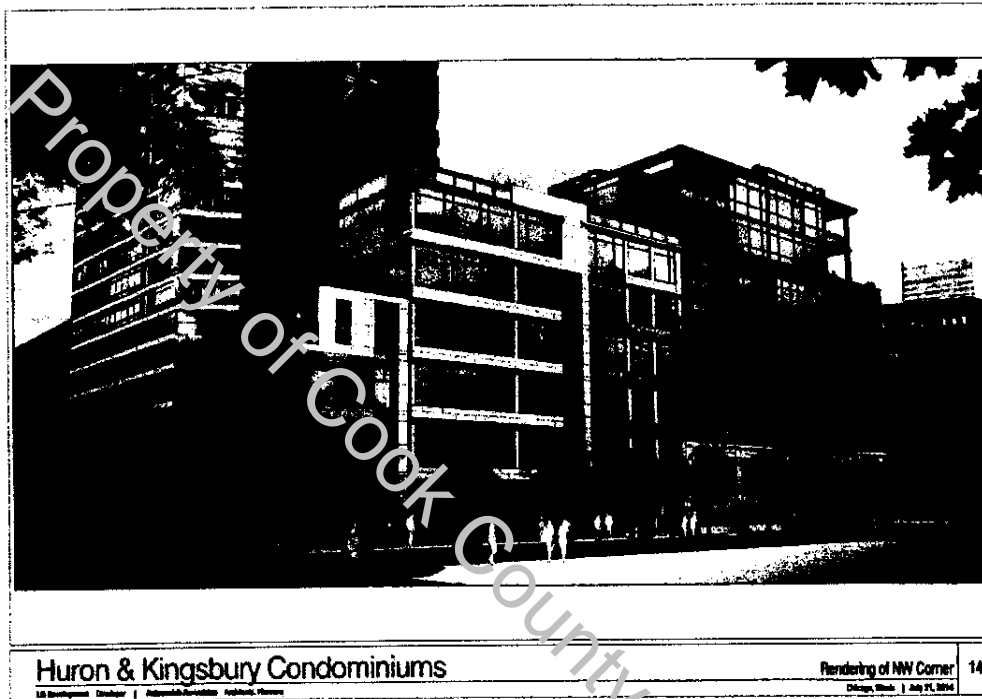
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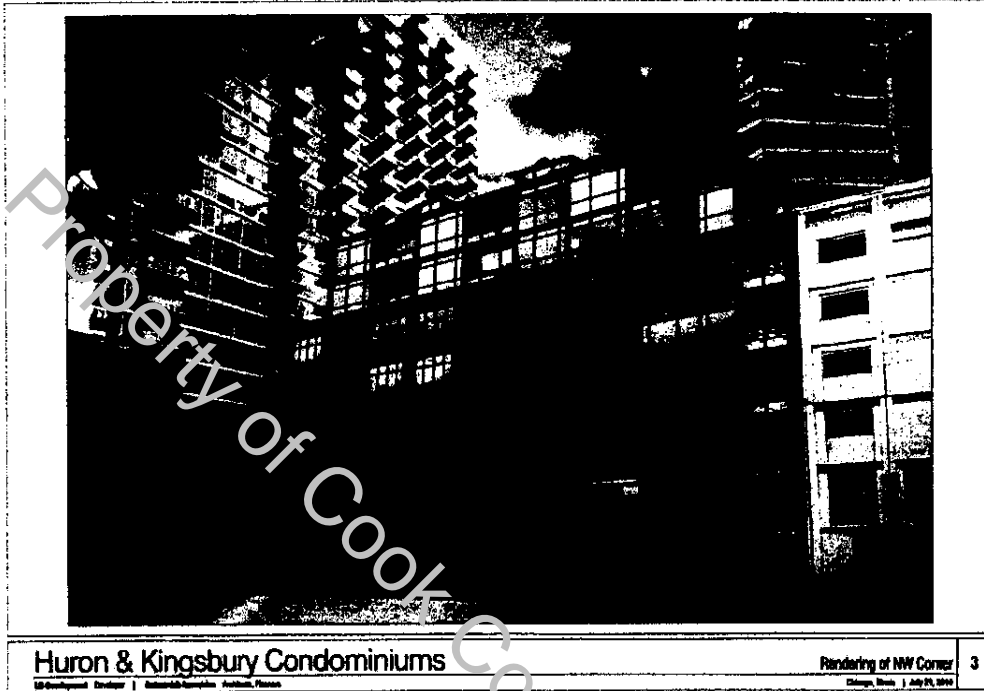
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Exhibit "C" – Architectural Rendering of Ronsley Building

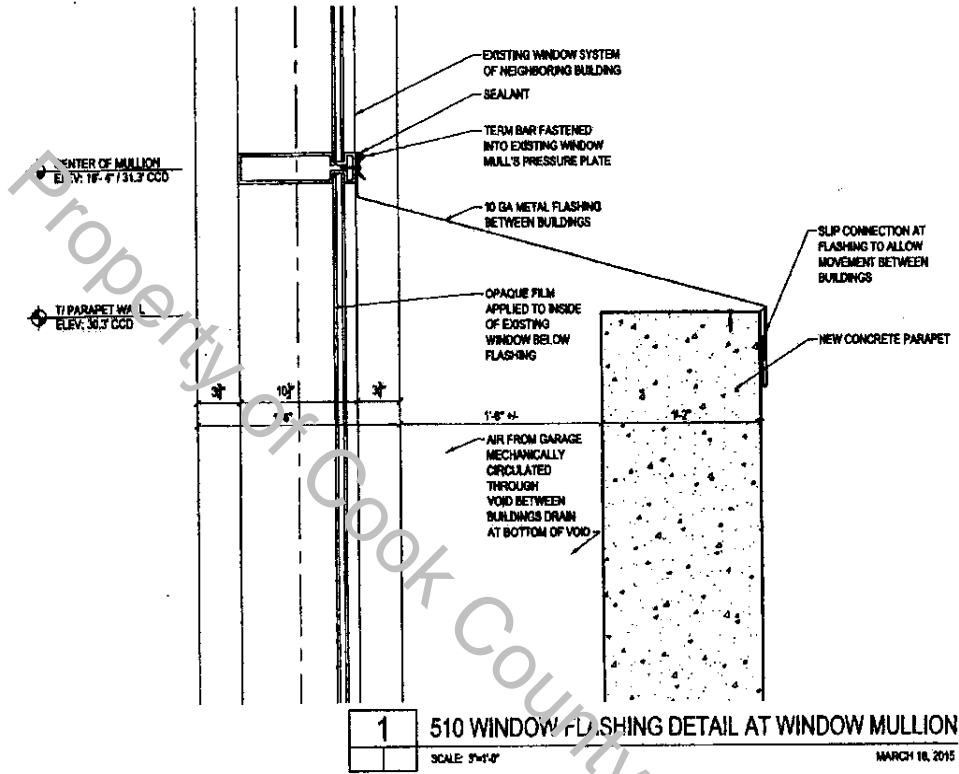


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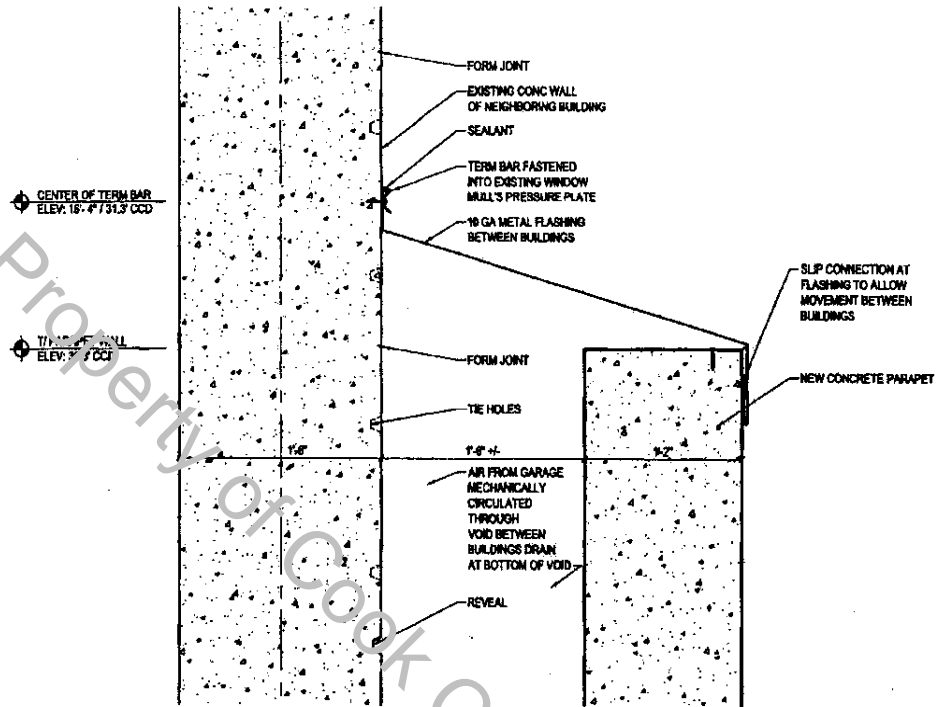


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Exhibit "D" – Architectural Details of Pitched Metal Roof



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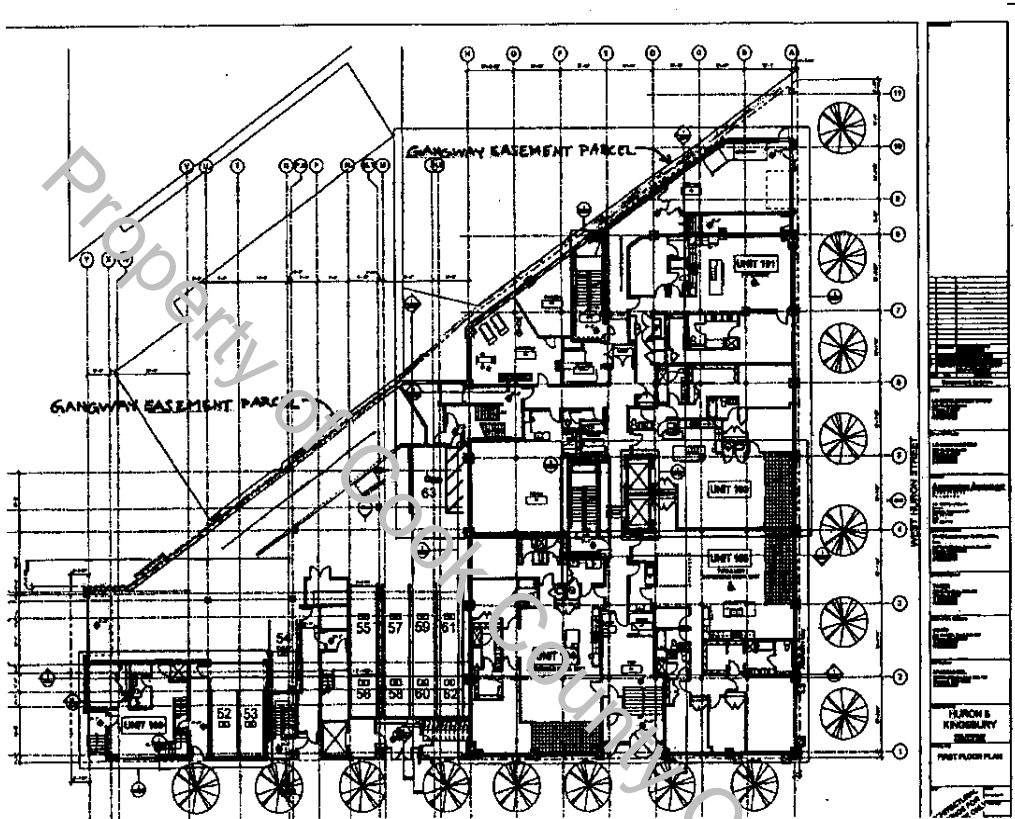
2 510 WINDOW FLASHING DETAIL AT CONC WALL

SCALE: 3/16" = 1'-0"

MARCH 18, 2015

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Exhibit "E" – Gangway Easement Parcel



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Exhibit "F" – Covered Gangway Improvements *(i) concrete-at-grade walkway; (ii) locking louvered metal doors with wire mesh located at each end of the Covered Gangway, (iii) floor drains, and (iv) the pitched metal roof*

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