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THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2016 11:58 AM Pg: 1 of 16

THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

This Third Amendment to Reciprocal Easement Agreement (the "Third Amendment") is made as of this 13 day of June, 2016 by and between Metropolitan Place Condominium Association (the "Association") and MP Associates, LLC, an Illinois limited liability company (the "Retail Owner").

RECITALS

WHEREAS, the premises commonly known as 130 South Canal Street, Chicago, Illinois (the "Property") is subject to the provisions of a Reciprocal Easement Agreement dated March 4, 1998, and recorded with the Cook County Recorder of Deeds as document number 99214669 ("Original REA") (see legal description attached as Exhibit A to the REA), as amended by a First Amendment to Reciprocal Easement Agreement, dated December 31, 2002, and recorded with the Cook County Recorder of Deeds on March 11, 2003 as document number 030338137 ("First Amendment"), and a Second Amendment to Reciprocal Easement Agreement dated May 8, 2003 recorded with the Cook County Recorder of Deeds on May 30, 2003 as document number 0315041041 ("Second Amendment") (collectively, the "REA"), and

WHEREAS, the Association is the "Owner of the Residential Property" (as that term is defined in the REA), which Residential Property is located at 130 South Canal Street, Chicago, Illinois and legally described in Exhibit A to the REA; and

WHEREAS, MP Associates, LLC is the "Owner of the Retail Property" (as that term is defined in the REA), which Retail Property is located at 130 South Canal Street, Chicago, Illinois and legally described in Exhibit A to the REA; and

WHEREAS, the Retail Owner and the Association are, collectively, the owners of the entire "Parcel" and the "Total Property" (as those terms are defined in the REA); and

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

LAURA LAU MARINELLI
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA., STE 1200
CHICAGO, IL 60606

COMMON ADDRESS:

130 South Canal
Chicago, Illinois

PINs: 17-16-108-033-1001 through
and including 17-16-108-033-1212

17-16-108-032-0000

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WHEREAS, the parties hereto wish to amend the REA in various respects, all as is more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby amend the REA as follows:

1. Defined terms used herein if not otherwise defined shall have the same meaning set forth in the REA.
2. The parties hereby recognize, ratify, acknowledge, and adopt the First Amendment and the Second Amendment in their entirety, except as amended by this Third Amendment.
3. Exhibit C to the REA, as attached to the First Amendment, is hereby deleted in its entirety and replaced with Exhibit C attached hereto and made a part of the REA by this reference.
4. Notwithstanding anything in the REA to the contrary, the Owner of the Retail Property and the Owner of the Residential Property agree that the Owner of the Retail Property's access to and from the loading docks on the Canal Street side of the Building through the Residential Property shall be limited to those areas indicated by arrows 1 through 6 on Exhibit E, attached hereto and made a part of the REA by this reference.
5. Section 4.1(g) of the REA is hereby deleted in its entirety and replaced with the following:
 - (g) Other Services. Fire & Life Safety, Electrical Maintenance, Building Insurance, Building Licenses and Permits (other than permits exclusively serving the Residential Property), General and Administrative Miscellaneous (except for those exclusively serving the Residential Property), all of which services and cost items are set forth on Exhibit C attached hereto;
6. Section 4.1(h) of the REA, as amended by Paragraph 4 of the Second Amendment, is hereby deleted in its entirety and replaced with the following:
 - (h) Utilities and Similar Services. All necessary utilities to any area of the Residential Property in which the Facilities serving the Retail Property are located, and any capital expenditures necessary in the reasonable judgment of the Owner of the Residential Property to operate and maintain such areas at all times as a first class residential and commercial property. The Residential Owner shall provide utility services to the Retail Property Owner which will include, without limitation, expenditures associated with the sidewalk vault, including maintenance and capital improvements thereof, but excluding permit fees for the sidewalk vault, and such expenses shall be paid by each Owner according to the percentages as set forth in Section 4.3(a) of the REA, as modified by Paragraph 7 of this Third Amendment.
7. Section 4.3(a) of the REA, as amended by Paragraph 4 of the First Amendment, is hereby deleted in its entirety and replaced with the following:
 - (a) Allocation of Costs. Owner of the Retail Property and the Owner of the Residential Property shall bear the following percentages of the costs for work, materials and services described in Section 4.1 of the REA to be furnished by the Owner of the Residential Property, as follows:
 - (i) 4.1(a) Façade: Owner of the Retail Property shall bear three percent (3.00%) and the Owner of the Residential property shall bear ninety-seven percent (97.00%) of the total cost of the maintenance, repair and replacement of the Building vertical exterior; as set forth in Section 4.1(a)

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of the REA, except that the Owner of the Residential Property shall bear one hundred percent (100.00%) of the costs of the maintenance, repair and replacement of any Limited Common Elements (as defined in the Condominium Declaration) located on the exterior of the Building, including, but not limited to, balconies and balcony supports.

In addition to the foregoing, Owner of the Residential Property shall deliver to Owner of the Retail Property, upon receipt thereof, a copy of any future Reserve Study or similar building conditions inspection or other report detailing the current conditions of the Building or projecting future costs of maintenance, repair, or replacement items that may be required for the Building, or any portion thereof, and for which the Owner of the Retail Property may be required to pay a proportionate share.

(ii) 4.1(b) through (h): Owner of the Retail Property shall bear seven and thirty-eight hundredths percent (7.38%) and Owner of the Residential property shall bear ninety-two and sixty-two hundredths percent (92.62%) of the total cost of the services to be furnished, or caused to be furnished, by the Owner of the Residential Property as described in Section 4.1(b) through and including Section 4.1(h) of the REA; provided that, the Owner of the Retail Property's proportionate share of the costs of the services to be furnished for Landscaping pursuant to Section 4.1(d), shall include only those costs relating to street level landscaping immediately adjacent to the Retail Property.

(iii) Owner of the Retail Property may, within ninety (90) days after receipt of Owner of the Residential Property's annual reconciliation statement, upon prior written notice and during normal business hours, at its sole cost and expense, examine Owner of the Residential Property's books and records relating to the determination of the costs paid by Owner of the Retail Property for such period under Articles 4 and 8 of the REA, including, without limitation backup documentation for such expenses (such as invoices, contracts and correspondence) as requested by Owner of the Retail Property. If it is determined that Owner of the Residential Property overcharged Owner of the Retail Property by any amount it was entitled to charge Owner of the Retail Property per this paragraph during any given year, then Owner of the Residential Property shall promptly reimburse Owner of the Retail Property such overcharge. Owner of the Residential Property agrees to cooperate with any such audit and shall maintain complete books and records in accordance with accounting principles generally accepted in the real estate industry for the same period as required for federal income tax reporting purposes.

8. Section 8.1(g)(i) of the REA is deleted in its entirety and replaced with the following:

(g)(i) Unless as otherwise provided herein, Owner of the Retail Property shall bear seven and thirty-eight one hundredths percent (7.38%) and Owner of the Residential property shall bear ninety-two and sixty-two hundredths percent (92.62%) of the total cost of insurance to be procured, or caused to be procured, by the Owner of the Residential Property pursuant to Section 8.1(a) of the REA.

9. Section 9.1 of the REA is hereby deleted in its entirety and replaced with the following:
The Owner of the Retail Property, at its sole cost and expense, shall keep the following in good and safe order and condition and shall make all repairs or replacements of such property in a safe first-class working order and condition: (i) the Retail Property, excluding the Building exterior and all other items the Owner of the Residential Property is required to maintain, which items shall be maintained, repaired and replaced by the Owner of the Residential Property, with costs allocated as set forth in Section 4.1 of the REA, as modified by this Third Amendment, and (ii) all Facilities located within the Retail Property, excluding pipes, ducts and related equipment and other Facilities located in the portion of the Retail Property below the bottom of the slab forming the floor of the

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Retail Property and above the ceiling of the Retail Property which serve only the Residential Property, which Facilities shall be maintained, repaired and replaced by the Owner of the Residential Property, or for which the Owner of the Retail Property is specifically assigned Maintenance responsibility in this Agreement. The foregoing shall apply regardless of how the necessity or desirability of the maintenance, repair or replacement may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty, or otherwise; provided, however, that if such maintenance, repair or replacement is necessitated by fire or other casualty, the Owner of the Retail Property shall only be obligated to undertake such maintenance, repair or replacement to the extent of proceeds from the insurance policies maintained by the Owner of the Residential Property made available to the Owner of the Retail Property. The plans and specifications for such repair and reconstruction shall provide for the Retail Property to be rebuilt as nearly as commercially practicable to the Retail Property as constructed prior to the damage unless prohibited by law or unless the Owner of the Residential Property otherwise agrees. Provisions concerning modifications, alterations, or improvements to the interior or exterior of the Retail Property are set forth in Article 14 of the REA.

10. Section 15.1(e)C of the REA, as amended by Paragraph 5 of the Second Amendment, is hereby deleted in its entirety.

11. Exhibit D to the First Amendment ("Design Criteria for Tenant Signage"), as referenced in Section 15.1(e) of the REA, as amended by Paragraph 5 of the Second Amendment, is hereby deleted in its entirety and replaced with the document attached hereto as Exhibit D, titled "Metropolitan Place Commercial Rental Units Sign Regulations".

12. Except as amended hereby, all other provisions of the REA remain in full force and effect.

*****SEPARATE SIGNATURE PAGES TO FOLLOW*****

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IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed and delivered as of the day and year first above-written.

METROPOLITAN PLACE CONDOMINIUM ASSOCIATION

By: Shark G. Menghetti
Its President

Attest: James R. Rame
Its Secretary

MP ASSOCIATES, LLC an Illinois Limited Liability Company

By: C. A. Bianco, Inc.,
a Missouri corporation
Its Manager

By: W.D. Obrecht
Its President

Attest: [Signature]
Its: Secretary

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Kimberly E. Pinner, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles Henderson and Jane Russell, as President and Secretary, respectively, of the Metropolitan Place Condominium Association, an Illinois not for profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of June, 2016.

Kimberly E. Pinner

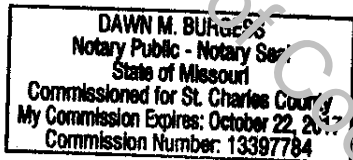
Notary Public

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STATE OF MISSOURI)
) SS
 COUNTY OF ST. LOUIS)

I, DAWN M. BURGESS, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL B. CERRECHIT and DANTE L. M. WOLK, as President and Senior Vice President, respectively, of C. A. Bianco, Inc., a Missouri corporation, the Manager of MP Associates, LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and SR VICE-PRESIDENT, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of JUNE, 2016.



Dawn M. Burgess
 Notary Public

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EXHIBIT C

Metropolitan Place Condominium Association Cost Allocations - Owner of Retail Property and Owner of Residential Property

<u>DESCRIPTION</u>	<u>ALLOCATION OF COSTS</u>	
	<u>OWNER OF RETAIL PROPERTY</u>	<u>OWNER OF RESIDENTIAL PROPERTY</u>
Expenses		
Printing/Copying (except for those exclusively serving the Residential Property)	7.38%	92.62%
Office Equipment Repairs/Maintenance	7.38%	92.62%
Office Supplies/Expense	7.38%	92.62%
Postage	7.38%	92.62%
Management Fee	7.38%	92.62%
Legal Expenses (as limited by Paragraph 2 of Second Amendment to REA)	7.38%	92.62%
Audit	7.38%	92.62%
Professional Fees and Dues/ Association	7.38%	92.62%
Telephone	7.38%	92.62%
Misc. Admin Expense (except for those exclusively serving the Residential Property)	7.38%	92.62%
Insurance	7.38%	92.62%
Manager's Salary - Single Full-Time Property Manager	7.38%	92.62%
Janitors' Salary	7.38%	92.62%
Engineer's Salary - Including \$1,500/mo housing cost	7.38%	92.62%
Doormen Salary	7.38%	92.62%
Payroll Taxes - For Single Full-Time Property Manager, Engineer, Doormen, Janitors	7.38%	92.62%
Employee Benefits - For Single Full-Time Property Manager, Engineer, Doormen, and Janitors	7.38%	92.62%
Worker's Compensation Ins. - For Single Full-Time Property Manager, Engineer, Doormen and Janitors	7.38%	92.62%
Water/Sewer	7.38%	92.62%
Engineers Supplies	7.38%	92.62%
Light Bulbs (except for those exclusively serving the Residential Property)	7.38%	92.62%

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Cleaning Supplies	7.38%	92.62%
Uniforms	7.38%	92.62%
Exterminating	7.38%	92.62%
Annual Report-Business License	7.38%	92.62%
Street Sign Permit	7.38%	92.62%
Driveway Permit	7.38%	92.62%
Ventilation Permit	7.38%	92.62%
Backflow Permit	7.38%	92.62%
Landscaping Adjacent to Retail Property	7.38%	92.62%
Snow Removal	7.38%	92.62%
Metal Maintenance	7.38%	92.62%
Sidewalk	7.38%	92.62%
Common Elements Decorating (except for those exclusively serving the Residential Property)	7.38%	92.62%
Key/Lock Service	7.38%	92.62%
Floors/Floor Tile (except for those exclusively serving the Residential Property)	7.38%	92.62%
Electrical Repair	7.38%	92.62%
Filters	7.38%	92.62%
Tools/Equipment	7.38%	92.62%
Motors/Pumps	7.38%	92.62%
Plumbing/Sewer	7.38%	92.62%
Roof Repair	7.38%	92.62%
General Building (except for those exclusively serving the Residential Property)	7.38%	92.62%
Fire Prevention Materials/Equipment	7.38%	92.62%
Powerwashing- Garage, Dock Areas and Sidewalk	7.38%	92.62%
**Building Vertical Exterior	3.00%	97.00%

** Owner of Residential Property to pay 100% of all costs for maintenance, repair and replacement of Limited Common Elements located on the exterior of the Building, which include, but are not limited to, balconies and balcony supports

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EXHIBIT D METROPOLITAN PLACE COMMERCIAL RENTAL UNITS SIGN REGULATIONS

1. GENERAL

- 1.0 Tenant must submit drawings, including a wall section cut-sheet and elevation of the sign design to Landlord for review and approval. Drawings must clearly show sign anchorage methods and type. Anchorage components must be corrosion resistant and are not to penetrate concealed wall flashings. Tenant must submit construction drawings of the proposed signage, stamped by an engineer, acknowledging that the construction drawing has been reviewed and approved by said engineer. Tenant may not install signage before receiving approval in writing from Landlord. Approval is given subject to compliance with provisions herein and Metropolitan Place Condominium Association approval. Any signage installed that requires repair and/or replacement to the building façade will be done at the direction and supervision of the property owner and at the sole cost and responsibility of the tenant in accordance with specifications outlined by the building structural engineer. Graphic layout and construction must be shown with materials and colors specified. Manufacturer's nameplates, union labels, etc. must not be applied on exposed sign face.
- 1.1 Façade signage must consist of either channel letters mounted on a raceway or cabinet style signs.
- 1.2 Freestanding signs, message boards, yard signs, banners and individuals holding signs are not allowed on the Property.
- 1.3 Tenant's contractor must comply with all other applicable local codes, ordinances and standards, including payment of all fees to the City of Chicago, Illinois for a sign permit.
- 1.4 Notwithstanding anything herein to the contrary, exterior signage shall in no way interfere with the quiet enjoyment of any owner, tenant or resident of the Residential Parcel including but not limited to lighting from any sign visible within any individual unit of the Residential Parcel, noise from ballasts/transformers or other sign equipment audible within any individual unit of the Residential Parcel, obstructions to the visibility from any individual unit of the Residential Parcel.

2. INDIVIDUAL CHANNEL LETTERS MOUNTED ON A RACEWAY

- 2.0 For Tenant signage to be installed on the sign band/fascia consisting of individual channel letters mounted on a raceway, the letters shall be internally illuminated by concealed light sources. The length of individual channel letter type signs is to be no more than 80% of the width of the storefront.
- 2.1 All letters shall be mounted to a raceway, which shall be painted to match the sign band/fascia.
- 2.2 Letters are to be aluminum, 4" minimum thickness. Height of letters will be individually approved. Raceways will be a maximum of 5" deep. Maximum total depth of letters and raceway is 9".
- 2.3 If Tenant's rental space fronts on two streets, tenant will be permitted to install one sign on its façade facing each street.
- 2.4 Transformers, power supplies, ballasts, conduit and other sign controls and components must be located inside the aluminum raceway and can not be visible from the outside of the raceway.
- 2.5 Signs will be installed at a height consistent with adjoining tenant signage as directed by Landlord.
- 2.6 Logos will be considered on a case-by-case basis. Logos, if approved, must be mounted on a raceway.
- 2.7 Tenant's sign shall be connected only to Tenant's electrical panel.
- 2.8 All work by Tenant and its sign contractor shall be coordinated through the building management (e.g. for access to the electric chase in the parking garage, etc.). Tenant will obtain all permits necessary to install said signage including permits to temporarily block the sidewalk.

3. CABINET TYPE SIGNS

- 3.0 A 2" minimum spacing between the edge of lettering and the sign frame is required. The cabinet to be interior illuminated.
- 3.1 Signs will be installed at a height consistent with adjoining tenant signage as directed by Landlord and limited to a depth of 6.5".

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- 3.2 Cabinet sign enclosures are to be extruded aluminum and surface mounted to the sign band using non-corrosive ¼ " spacer washers and mounting bolts. Mounting plates and all electrical components and wiring shall be concealed.

4. VINYL OR PAINTED STOREFRONT WINDOW SIGNS ON GLASS

- 4.0 Signs must be professionally lettered, adhesive applied vinyl or painted on the interior of the glass.
- 4.1 Total signage may cover up to 5% of the glass area of the storefront. Door signs may cover up to 20% of the glass door.

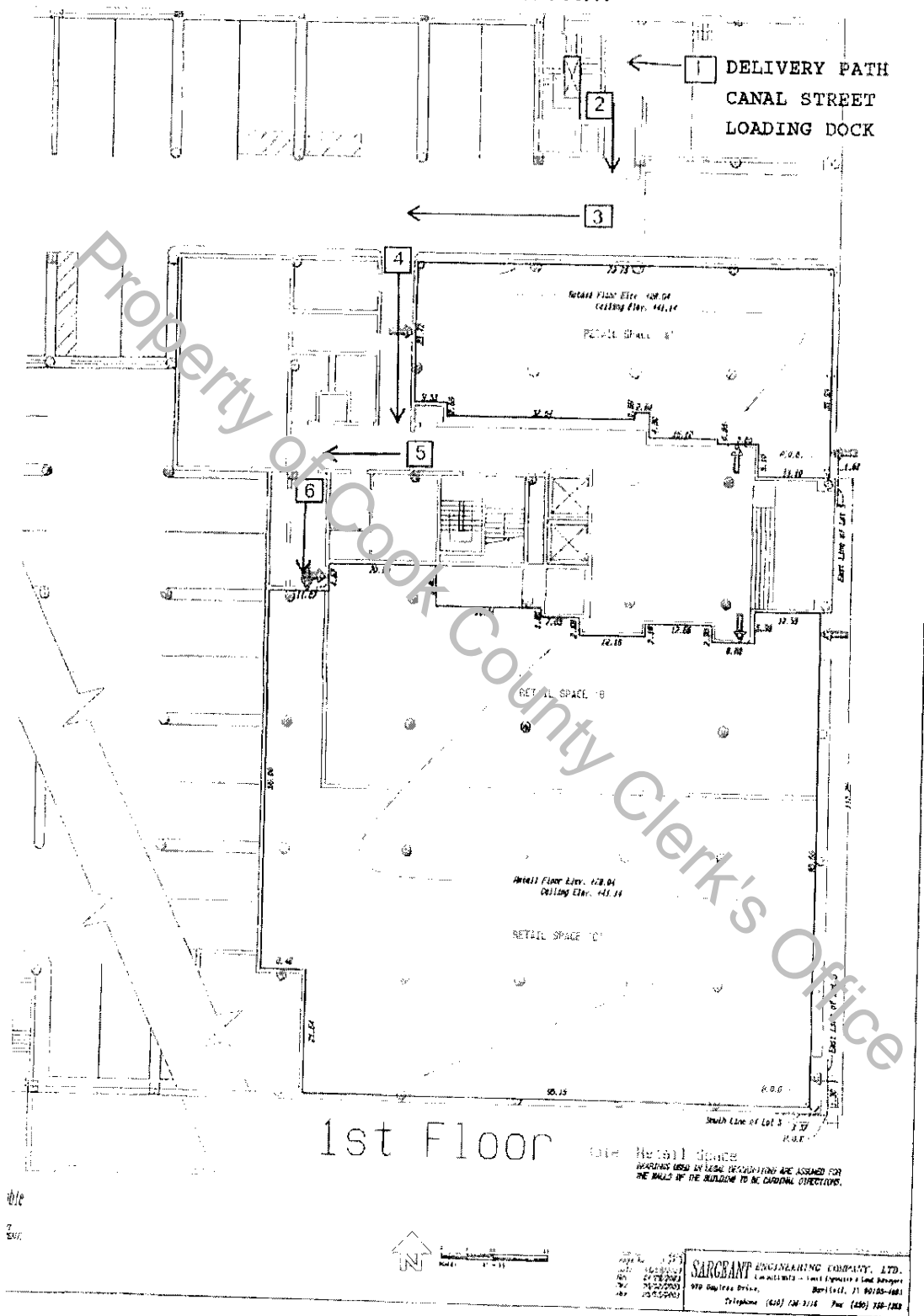
5. TEMPORARY WINDOW SIGNS

- 5.0 Maximum of three temporary signs in the storefront at any one time. Discolored, faded, or stained signs are not allowed.
- 5.1 Temporary window signs may cover up to 25% of the glass area.
- 5.2 All signs must be professionally lettered. Signs must be changed at least every three weeks.

Property of Cook County Clerk's Office

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EXHIBIT E DELIVERY PATH



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LEGAL DESCRIPTION**PARCEL****PARCEL 1:**

THE SOUTH 22 FEET OF LOT 5 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 (EXCEPT THE SOUTH 22 FEET THEREOF) AND ALL OF LOTS 6, 7, AND 8 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RESIDENTIAL PROPERTY

LOTS 5, 6, 7 AND 8 (EXCEPTING THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.04 FEET AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.14 FEET, CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 110.25 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 0.61 FEET TO THE POINT OF BEGINNING;

THENCE WEST,	A DISTANCE OF 13.10 FEET;
THENCE NORTH,	A DISTANCE OF 5.10 FEET;
THENCE WEST,	A DISTANCE OF 5.65 FEET;
THENCE NORTH,	A DISTANCE OF 0.81 FEET;
THENCE WEST,	A DISTANCE OF 15.12 FEET;
THENCE NORTH,	A DISTANCE OF 4.30 FEET;
THENCE WEST,	A DISTANCE OF 2.80 FEET;
THENCE SOUTH,	A DISTANCE OF 0.69 FEET;
THENCE WEST,	A DISTANCE OF 32.54 FEET;
THENCE NORTH,	A DISTANCE OF 2.69 FEET;
THENCE WEST,	A DISTANCE OF 9.55 FEET;
THENCE NORTH,	A DISTANCE OF 23.72 FEET;
THENCE EAST,	A DISTANCE OF 78.76 FEET;
THENCE SOUTH,	A DISTANCE OF 35.93 FEET TO THE POINT OF BEGINNING;

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ALSO EXCEPTING THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.04 FEET AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.14 FEET, CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 1.30 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 3.37 FEET TO THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 95.15 FEET;
 THENCE NORTH, A DISTANCE OF 21.64 FEET;
 THENCE WEST, A DISTANCE OF 8.48 FEET;
 THENCE NORTH, A DISTANCE OF 66.00 FEET;
 THENCE EAST, A DISTANCE OF 11.07 FEET;
 THENCE NORTH, A DISTANCE OF 4.67 FEET;
 THENCE EAST, A DISTANCE OF 20.10 FEET;
 THENCE SOUTH, A DISTANCE OF 6.85 FEET;
 THENCE EAST, A DISTANCE OF 20.21 FEET;
 THENCE SOUTH, A DISTANCE OF 1.66 FEET;
 THENCE EAST, A DISTANCE OF 7.03 FEET;
 THENCE SOUTH, A DISTANCE OF 2.89 FEET;
 THENCE EAST, A DISTANCE OF 12.16 FEET;
 THENCE NORTH, A DISTANCE OF 2.10 FEET;
 THENCE EAST, A DISTANCE OF 12.66 FEET;
 THENCE SOUTH, A DISTANCE OF 2.90 FEET;
 THENCE EAST, A DISTANCE OF 8.02 FEET;
 THENCE NORTH, A DISTANCE OF 5.38 FEET;
 THENCE EAST, A DISTANCE OF 12.33 FEET;
 THENCE SOUTH, A DISTANCE OF 85.50 FEET
 TO THE POINT OF BEGINNING;

ALSO EXCEPTING THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.35 FEET AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.46 FEET, CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 8; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 1.10 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 1.44 FEET TO THE POINT OF BEGINNING;

THENCE NORTH, A DISTANCE OF 163.54 FEET;
 THENCE EAST, A DISTANCE OF 55.77 FEET;
 THENCE SOUTH, A DISTANCE OF 142.71 FEET;
 THENCE EAST, A DISTANCE OF 19.13 FEET;
 THENCE SOUTH, A DISTANCE OF 20.83 FEET;
 THENCE WEST, A DISTANCE OF 74.90 FEET;

TO THE POINT OF BEGINNING), ALL IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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RETAIL PROPERTY

THAT PART OF LOTS 5, 6, 7 AND 8 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.04 FEET AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.14 FEET, CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 110.25 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 1.61 FEET TO THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 13.10 FEET;
 THENCE NORTH, A DISTANCE OF 5.10 FEET;
 THENCE WEST, A DISTANCE OF 5.65 FEET;
 THENCE NORTH, A DISTANCE OF 0.81 FEET;
 THENCE WEST, A DISTANCE OF 15.12 FEET;
 THENCE NORTH, A DISTANCE OF 4.30 FEET;
 THENCE WEST, A DISTANCE OF 2.80 FEET;
 THENCE SOUTH, A DISTANCE OF 0.69 FEET;
 THENCE WEST, A DISTANCE OF 32.54 FEET;
 THENCE NORTH, A DISTANCE OF 2.69 FEET;
 THENCE WEST, A DISTANCE OF 9.55 FEET;
 THENCE NORTH, A DISTANCE OF 23.72 FEET;
 THENCE EAST, A DISTANCE OF 78.76 FEET;
 THENCE SOUTH, A DISTANCE OF 35.93 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART OF SUCH LOTS WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +28.04 FEET AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.14 FEET, CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 1.30 FEET; THENCE WESTERLY PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 3.37 FEET TO THE POINT OF BEGINNING;

THENCE WEST, A DISTANCE OF 95.15 FEET;
 THENCE NORTH, A DISTANCE OF 21.64 FEET;
 THENCE WEST, A DISTANCE OF 8.48 FEET;
 THENCE NORTH, A DISTANCE OF 66.00 FEET;
 THENCE EAST, A DISTANCE OF 11.07 FEET;
 THENCE NORTH, A DISTANCE OF 4.67 FEET;
 THENCE EAST, A DISTANCE OF 20.10 FEET;
 THENCE SOUTH, A DISTANCE OF 6.85 FEET;
 THENCE EAST, A DISTANCE OF 20.21 FEET;
 THENCE SOUTH, A DISTANCE OF 1.66 FEET;
 THENCE EAST, A DISTANCE OF 7.03 FEET;
 THENCE SOUTH, A DISTANCE OF 2.89 FEET;
 THENCE EAST, A DISTANCE OF 12.16 FEET;
 THENCE NORTH, A DISTANCE OF 2.10 FEET;

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THENCE EAST, A DISTANCE OF 12.66 FEET;
 THENCE SOUTH, A DISTANCE OF 2.90 FEET;
 THENCE EAST, A DISTANCE OF 8.02 FEET;
 THENCE NORTH, A DISTANCE OF 5.38 FEET;
 THENCE EAST, A DISTANCE OF 12.38 FEET;
 THENCE SOUTH, A DISTANCE OF 85.50 FEET
 TO THE POINT OF BEGINNING;

ALSO THAT PART OF SUCH LOTS WHICH LIES ABOVE A HORIZONTAL PLANE
 HAVING AN ELEVATION OF +15.35 FEET AND BELOW A HORIZONTAL PLANE
 HAVING AN ELEVATION OF +27.46 FEET, CHICAGO CITY DATUM, BOUNDED AND
 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 8;
 THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF
 1.10 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A
 DISTANCE OF 1.44 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH, A DISTANCE OF 163.54 FEET;
 THENCE EAST, A DISTANCE OF 55.77 FEET;
 THENCE SOUTH, A DISTANCE OF 142.71 FEET;
 THENCE EAST, A DISTANCE OF 19.13 FEET;
 THENCE SOUTH, A DISTANCE OF 20.83 FEET;
 THENCE WEST, A DISTANCE OF 74.90 FEET;
 TO THE POINT OF BEGINNING), ALL IN BLOCK 50 IN SCHOOL SECTION
 ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST
 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS