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This instrument prepared by and
return to:

Kenneth Klassman, Esq.
Horwood Marcus & Berk Chartered
500 West Madison Street,
Suite 3700
Chicago, Illinois 60661



1701145030

Doc# 1701145030 Fee \$64.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/11/2017 10:50 AM PG: 1 OF 14

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Agreement**") is made as of this 29th day of July, 2016, (the "**Effective Date**") by and between 2501 Armitage, LLC, a Delaware limited liability company ("**2501 Owner**") and Lock Up Armitage, L.L.C., a Delaware limited liability company ("**2525 Owner**") (2501 Owner and 2525 Owner shall be referred to herein individually as a "**Party**" or collectively as the "**Parties**").

WITNESSETH:

WHEREAS, 2501 Owner is the record owner of a certain parcel of land legally described on Exhibit "A" attached hereto and incorporated herein by this reference and commonly known as 2501-19 West Armitage, Chicago, Illinois 60647 ("**2501 Parcel**");

WHEREAS, 2525 Owner is the owner of a certain parcel of land legally described on Exhibit "B" attached hereto and incorporated herein by this reference and commonly known as 2525 West Armitage Avenue, Chicago, Illinois 60647 ("**2525 Parcel**", together with the 2501 Parcel, the "**Parcels**");

WHEREAS, the Parties are parties to that certain Settlement Agreement dated July 27, 2016 (the "**Settlement Agreement**") concerning a dispute related to 2501 Owner's demolition of a party wall in connection with its development of the 2501 Parcel;

WHEREAS, in connection with the Settlement Agreement, the Parties wish to grant each other reciprocal appurtenant easements for the installation and maintenance of vertical and horizontal coping and flashing covering the eastern CMU wall of the building located on 2525 Parcel and the western exterior concrete wall of the building located on 2501 Parcel, as described herein and as depicted on Exhibit "C" (the "**Flashing Easement**") and such other easement and agreements as set forth herein; and

WHEREAS, 2501 Owner and 2525 Owner desire to make and execute this grant for the purposes herein set forth.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

{38008789;6}

CCRD REVIEWER

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1. Grant of Easements in Favor of 2525 Owner: Subject to the terms of this Agreement, effective as of August 31, 2016, 2501 Owner hereby grants:

A. Flashing Easement. To and for the benefit of the 2525 Parcel and the 2525 Owner, its tenants, invitees, employees, agents, customers, visitors, licensees, successors and assigns a non-exclusive easement over, across, and through that portion of the 2501 Parcel and the portion of building located thereon, as depicted on Exhibit "C" for the purposes of the installing, maintaining and repairing vertical and horizontal flashing and coping to cover the existing gap between the eastern CMU wall of the building situated on 2525 Parcel and the western exterior concrete wall of the building situated on 2501 Parcel. The purpose of the Flashing Easement shall be to prevent any weather elements from entering into the space between the exterior walls of the buildings adjacent to one another and located on 2501 Parcel and 2525 Parcel.

B. Encroachment Easement. To and for the benefit of the 2525 Parcel and the 2525 Owner, its tenants, invitees, employees, agents, customers, visitors, licensees, successors and assigns, a limited, exclusive easement allowing any existing encroachment of the eastern CMU wall of the building located on 2525 Parcel on, over or under the property line of 2501 Parcel. 2501 Owner may terminate 2525 Owner's rights in the Encroachment Easement in the event: (i) 2525 Owner removes the eastern CMU wall of the building located on the 2525 Parcel, including any portion of such wall that may be encroaching on the 2501 Parcel; or (ii) 2525 Owner modifies the eastern CMU wall in such a way that it increases the burden on the 2501 Parcel or materially affects the 2501 Parcel in a manner not contemplated herein.

2. Grant of Easements in Favor of 2501 Owner: Subject to the terms of this Agreement, effective as of August 31, 2016, 2525 Owner hereby grants:

A. Flashing Easement. To and for the benefit of the 2501 Parcel and the 2501 Owner, its tenants, invitees, employees, agents, customers, visitors, licensees, successors and assigns, a non-exclusive easement over, across, and through that portion of 2525 Parcel and the portion of building located thereon, as depicted on Exhibit "C" for the purposes of the installing, maintaining and repairing vertical and horizontal flashing and coping to cover the existing gap between the eastern CMU wall of the building situated on 2525 Parcel and the western exterior concrete wall of the building situated on 2501 Parcel. The purpose of the Flashing Easement shall be to prevent any weather elements from entering into the space between the exterior walls of the buildings adjacent to one another and located on 2501 Parcel and 2525 Parcel.

3. Establishment and Maintenance of the Flashing Easement.

A. Except for repairs or maintenance caused by another Party's negligent or willful misconduct, 2501 Owner shall bear all costs and expenses related to the installation of the initial flashing and coping and all costs associated with all required maintenance and repair of such flashing and coping within the first 2 years of the Effective Date (the "**Maintenance Period**"). During the Maintenance Period, provided that 2501 Owner has complied with the insurance requirements set forth in Section 4(c) hereof, 2525 Owner shall cooperate with 2501 Owner with regard to 2501 Owner's installation of the flashing and coping, and shall allow 2501 Owner reasonable access to 2525 Parcel for the purposes of installing, maintaining and repairing the flashing and coping essential to the Flashing Easement. After the Maintenance Period, (i) each party shall perform any repairs, replacement, maintenance required due to such party's negligence or willful misconduct and (ii) 2525 Owner shall perform any other necessary repairs, replacement, maintenance and/or upkeep of the flashing and coping.

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B. All work performed by either Party regarding the repair, replacement, or maintenance of the Flashing Easement shall only be performed following fifteen (15) days advance written notice to the other Party, shall be performed as expeditiously as commercially reasonable and in such a manner as not to unreasonably interfere, obstruct or delay: (i) access to or from the other Party's Parcel, or any part thereof, to or from any public right-of-way, (ii) vehicular parking on the other Party's Parcel, or (iii) any business on the other Party's Parcel, including, without limitation, access to the building located thereon. Unless otherwise specifically stated herein, the Party contracting for the performance of such work shall, at its sole cost and expense, promptly clean, repair and restore or cause to be promptly repaired and restored to its prior condition, which is equal to or better than the condition which existed prior to the commencement of such work.

C. Each Party hereby grants to the other Party a temporary license for access and passage over and across the Flashing Easement located on each Party's parcel, to the extent reasonably necessary for such Party to install, repair, replace and/or maintain the coping and flashing in good repair; provided, however, that such license shall be in effect only during periods when actual installation, repair, replacement and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use and operation of any business conducted by either Party. Prior to either Party performing any work on 2501 Parcel and 2525 Parcel related to the Flashing Easement, the Party performing such maintenance, installation, repair or replacement to the flashing and coping shall provide the non-performing Party with a written statement describing the need for such license, and shall furnish a certificate of insurance evidencing that its contractor has obtained insurance with the specifications that are listed on Exhibit "D" insuring the non-performing Party, as an additional named insured. The Party performing such installation, repair, or maintenance related to the coping and flashing shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean, repair and restore the affected portion of the other Party's parcel to its prior condition which is equal to or better than the condition which existed prior to the commencement of such work. The Party performing such work shall repair at its sole cost or reimburse the non-performing Party for the reasonable cost to repair any damage to non-performing Party's property resulting from the construction activities.

4. Indemnification.

A. Indemnification by 2501 Owner. 2501 Owner shall indemnify and hold 2525 Owner and its tenants, invitees, mortgagee, employees, agents, customers, visitors, licensees, successors and assigns harmless from and against all liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorney's fees, arising out of or resulting from (i) any installation, repair, replacement, or maintenance activities performed by 2501 Owner or its agents, contractors, employees, officers, or vendors in connection with the exercise of any of 2501 Owner's rights or obligations under this Agreement in or about the 2525 Parcel, except to the extent such liability is caused by the negligence or willful misconduct of 2525 Owner or its tenants, invitees, mortgagee, employees, agents, customers, visitors or licensees, (ii) any negligence or willful misconduct of 2501 Owner or its agents, contractors, employees, officers, or vendors in or about the 2525 Parcel, except to the extent such liability is caused by the negligence or willful misconduct of 2525 Owner or its tenants, invitees, mortgagee, employees, agents, customers, visitors or licensees, and (iii) the creation and / or filing of any mechanic's liens by 2501 Owner or any of its contractors, subcontractors, suppliers or vendors engaged by 2501 Owner or its contractors to perform any of the work described in Section 3 hereof.

B. Indemnification by 2525 Owner. 2525 Owner shall indemnify and hold 2501 Owner and its tenants, invitees, mortgagee, employees, agents, customers, visitors, licensees, successors and assigns harmless from and against all liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorney's fees, arising out of or resulting from (i) any repair, replacement,

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or maintenance activities performed by 2525 Owner or its agents, contractors, employees, officers, or vendors in connection with the exercise of any of 2525 Owner's rights or obligations under this Agreement in or about the 2501 Parcel, except to the extent such liability is caused by the negligence or willful misconduct of 2501 Owner or its tenants, invitees, mortgagee, employees, agents, customers, visitors or licensees, (ii) any negligence or willful misconduct of 2525 Owner or its agents, contractors, employees, officers, or vendors in connection with the exercise of any of 2525 Owner's rights or obligations under this Agreement in or about the 2501 Parcel, except to the extent such liability is caused by the negligence or willful misconduct of 2525 Owner or its tenants, invitees, mortgagee, employees, agents, customers, visitors or licensees, and (iii) the creation and / or filing of any mechanic's liens by 2525 Owner or any of its contractors, subcontractors, suppliers or vendors engaged by 2525 Owner or any of its contractors to perform any of the work described in Section 3 hereof.

5. Termination of Flashing Easement.

A. 2501 Owner shall have the right to terminate 2525 Owner's rights in the Flashing Easement in the event any of the following occur after the Maintenance Period: (i) subject to 2525 Owner's right to cure as set forth in subsection B below, the flashing and coping come into disrepair or are not properly maintained by 2525 Owner; (ii) 2525 Owner performs any construction on the eastern CMU wall of the building situated on 2525 Parcel of such nature that it materially harms the 2501 Parcel; or (iii) 2525 Owner removes the eastern CMU wall of the building situated on the 2525 Parcel.

B. If, after the Maintenance Period, the flashing and coping installed by 2501 Owner come into disrepair or 2525 Owner generally fails to maintain the flashing and coping, 2501 Owner shall provide 2525 Owner written notice of the same ("**Disrepair Notice**"). Within 30 days of receipt of the Disrepair Notice, 2525 Owner shall notify 2501 Owner if (i) it elects to repair such flashing and coping, or (ii) it disputes the need for such repairs. If 2525 Owner disputes the need for any repairs described in the Disrepair Notice, the Parties shall select an independent qualified third party engineer or roofing contractor ("**Contractor**") to inspect the flashing and coping and determine whether such repairs are necessary. The Parties agree that the determination of the Contractor shall be binding (any required repairs as determined by the Contractor shall be deemed to be "**Required Repairs**"). If 2525 Owner fails to commence any undisputed repairs or any Required Repairs of the flashing and/or coping within 30 days after receipt of the Disrepair Notice (or the date of the determination by the Contractor of the Required Repairs, as applicable) and thereafter diligently complete the repairs, then 2501 Owner may: (x) elect to terminate the Flashing Easement and remove all flashing and coping; or (y) repair the flashing and coping at 2525 Owner's expense and allow the Flashing Easement to survive, in which case, 2525 Owner shall reimburse 2501 Owner for all reasonable costs incurred by 2501 Owner in connection with such repair.

C. Upon the termination of the Flashing Easement under this Section 5, 2501 Owner shall prepare and deliver to 2525 Owner a termination of the Flashing Easement and a release of rights in the Flashing Easement, in recordable form. 2525 Owner shall execute and deliver said termination and release to 2501 Owner within 10 days of receipt of the same. If 2501 Owner has not received an executed termination and release within 10 days after the date of early termination and after 2501 Owner delivered said forms to 2525 Owner, 2501 Owner shall have the right to take action in the Circuit Court of Cook County, Illinois, to release the Flashing Easement, as the case may be, quiet title and / or seek an equitable remedy to compel compliance with the terms of this Section 5.

D. Any remedies of the Parties specifically provided for in this Agreement shall not constitute the sole remedies of the non-defaulting Party, but, in addition, the non-defaulting Party shall

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be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by the defaulting Party of any of the terms, covenants or conditions of this Agreement to compel performance of any such terms, covenants and conditions.

6. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Parcels to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any third-party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions contained herein.

7. Estoppel Certificates. Each Party agrees that, within fifteen (15) days after the written request of the other Party, the Party receiving such request will issue to the requesting Party or its prospective mortgagee or successor, an estoppel certificate stating, to the best of the issuer's knowledge, as of such date:

A. Whether it knows of any default under this Agreement by the requesting Party, and if there are known defaults, specifying the nature thereof;

B. Whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;

C. Whether this Agreement is in full force and effect; and

D. Such other facts or conclusions as may be reasonably requested.

8. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with 2501 Parcel and 2525 Parcel and are binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

9. Mechanics' Liens.

A. 2501 Owner shall not permit any of its agents, contractors, subcontractors, vendors or suppliers to place any lien upon the 2525 Parcel, and if any such lien is placed upon the 2525 Parcel, 2501 Owner shall within 15 days of notice thereof, cause such lien to be discharged of record, by bonding or otherwise. If 2501 Owner shall fail to cause any such lien to be discharged, 2525 Owner shall have the right to have such lien discharged and 2525 Owner's expense in so doing, including bond premiums, reasonable legal fees and filing fees, shall be immediately due and payable by 2501 Owner.

B. 2525 Owner shall not permit any of its agents, contractors, subcontractors, vendors or suppliers to place any lien upon the 2501 Parcel, and if any such lien is placed upon the 2501 Parcel, 2525 Owner shall within 15 days of notice thereof, cause such lien to be discharged of record, by bonding or otherwise. If 2525 Owner shall fail to cause any such lien to be discharged, 2501 Owner shall have the right to have such lien discharged and 2501 Owner's expense in so doing, including bond premiums, reasonable legal fees and filing fees, shall be immediately due and payable by 2525 Owner.

10. Notices. Any notice, demand, request, consent or approval which any Party is required or desires to give or make hereunder shall be in writing. Copies shall be provided for each of the Parties hereto and the original and all copies shall be sent by United States Registered Mail or certified mail, return receipt requested, postage prepaid, and shall be deemed to be delivered 3 business days after deposit in the mail, or by private overnight mail services for next business day delivery (provided that a

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return receipt is furnished) and shall be deemed delivered the next business day after deposit with said service, addressed as follows:

A. in the case of 2501 Owner: 1725 N. Burling Street, Chicago, Illinois, 60614, Attention: Dimitri Nassis, with a copy to Horwood Marcus & Berk Chartered, 500 W. Madison Street, Suite 3700, Chicago, Illinois 60661, Attention: Kenneth Klassman;

B. in the case of 2525 Owner: 800 Frontage Road, Northfield, Illinois 60093; Attn: Robert A. Soudan, Jr., with a copy to Akerman LLP, 71 S. Wacker Drive, Suite 4600, Chicago, Illinois 60606, Attention: Lawrence A. Eiben.

11. Amendments, Waivers and Termination. Except as otherwise provided, this Agreement and the rights and easements granted hereunder shall be perpetual and are effective from and after the date hereof. Except as otherwise provided herein, this Agreement and the easements and rights granted hereunder may be terminated, modified, or amended only by a written document recorded in the Office of the Recorder of Cook County, Illinois, signed by the 2501 Owner and 2525 Owner.

12. Further Assurances. The Parties agree to execute, acknowledge and deliver all instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

14. Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

15. Attorneys' Fees. In the event any Party to this Agreement commences any action against another Party to enforce any of the terms of this Agreement or to sue for breach thereof, the prevailing Party in such action (after the exhaustion of all rights to appeal) will be entitled to recover from the other Party all reasonable attorneys' fees incurred enforcing or suing under this Agreement.

[signature page to follow]

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

2501 OWNER:

2501 ARMITAGE, LLC

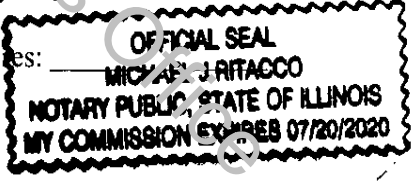
By: *Chris Field*
Name: CHRIS FIELD
Its: OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that CHRIS FIELD, as OFFICER of **2501 Armitage, LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, in the capacity of ADMIN of **2501 Armitage, LLC** and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of July, 2016.

Michael J. Ritacco
Notary Public

Commission expires: _____


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EXHIBIT "A"

2501 Parcel Legal Description

ALL OF THAT PARCEL OR PARCELS OF LAND LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 1, EXCEPT THE SOUTH 53 FEET OF LOTS 44 TO 50, BOTH INCLUSIVE (NOW VACATED) AND THAT PART OF THE 16 FOOT EAST AND WEST VACATED ALLEY WITHIN SAID BLOCK 1. IN B.F. JACOB'S SUBDIVISION OF BLOCK 2 OF W.S. JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF BLOCK 1, 190.51 FEET MORE OR LESS TO THE CENTER LINE OF A MASONRY WALL; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 74 DEGREES 25 MINUTES 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.26 FEET MORE OR LESS TO THE CENTER LINE OF SAID MASONRY WALL; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 16 DEGREES 10 MINUTES 49 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 105.39 FEET MORE OR LESS TO THE CENTER LINE OF SAID MASONRY WALL; THENCE WESTERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 32 MINUTES 29 SECONDS AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 3.95 FEET MORE OR LESS TO THE WESTERLY FACE OF SAID MASONRY WALL; THENCE SOUTHERLY ALONG SAID WESTERLY FACE, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 20 MINUTES 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 87.56 FEET MORE OR LESS TO THE SOUTHERLY FACE OF SAID MASONRY WALL; THENCE EASTERLY ALONG SAID SOUTHERLY FACE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 32 MINUTES 08 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 0.34 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 20 MINUTES 52 SECONDS (89 DEGREES 29 MINUTES 18 SECONDS (DEED)) AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 53.11 FEET MORE OR LESS TO THE SOUTHERLY LINE OF BLOCK 1 AFORESAID. AT A POINT 36.46 FEET WESTERLY OF THE WEST LINE OF SAID LOT 44. ALL IN COOK COUNTY, ILLINOIS.

PIN#13-36-403-016-0000

COMMONLY KNOWN AS: 2501-13 W. ARMITAGE AVENUE, CHICAGO, IL 60647

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EXHIBIT "B"

2525 Parcel Legal Description

THAT PART OF BLOCK 1, EXCEPT THE SOUTH 53.00 FEET OF LOTS 44 TO 50, BOTH INCLUSIVE (NOW VACATED) IN B. F. JACOBS' SUBDIVISION OF BLOCK 2 OF W. S. JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF BLOCK 1, A DISTANCE OF 190.51 FEET TO THE PLACE OF BEGINNING OF THE LINE TO BE DESCRIBED HEREIN; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 74 DEGREES, 25 MINUTES, 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.26 FEET; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 16 DEGREES, 10 MINUTES, 49 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 105.39 FEET; THENCE WESTERLY ALONG THE CENTER LINE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 32 MINUTES, 29 SECONDS AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 8.95 FEET TO THE WESTERLY FACE OF SAID MASONRY WALL; THENCE SOUTHERLY ALONG SAID WESTERLY FACE, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 20 MINUTES, 58 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 87.66 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY FACE OF SAID MASONRY WALL, BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 32 MINUTES, 08 SECONDS, AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 0.34 OF A FOOT; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 29 MINUTES, 18 SECONDS, AS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 53.11 FEET MORE OR LESS TO THE SOUTHERLY LINE OF BLOCK 1 AFORESAID, AT A POINT 36.46 FEET WESTERLY OF THE WEST LINE OF SAID LOT 44 AND WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 1, A DISTANCE OF 334.10 FEET TO THE PLACE OF BEGINNING OF THE LINE TO BE DESCRIBED HEREIN; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF A MASONRY WALL, A LINE WHICH FORM AN ANGLE OF 74 DEGREES, 22 MINUTES, 24 SECONDS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 19.0 FEET; THENCE SOUTHERLY ALONG THE CENTER LINE OF MASONRY WALL BEING A LINE WHICH FORMS AN ANGLE OF 16 DEGREES, 13 MINUTES, 11 SECONDS AS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 106.21 FEET TO THE SOUTHERLY FACE OF A MASONRY WALL; THENCE WESTERLY ALONG SAID SOUTHERLY FACE BEING A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 24 MINUTES, 25 SECONDS MEASURED TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 6.30 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES, 35 MINUTES, 35 SECONDS MEASURED TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 140.34 FEET TO THE SOUTHERLY LINE BLOCK 1 AFORESAID AT A POINT 177.34 FEET WESTERLY OF THE WEST LINE OF SAID LOT 44, ALL IN BLOCK 1 IN B. F. JACOBS' SUBDIVISION OF BLOCK 2 AFORESAID ALL IN COOK COUNTY, ILLINOIS.

PIN: 13-36-403-018-0000

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EXHIBIT "C"

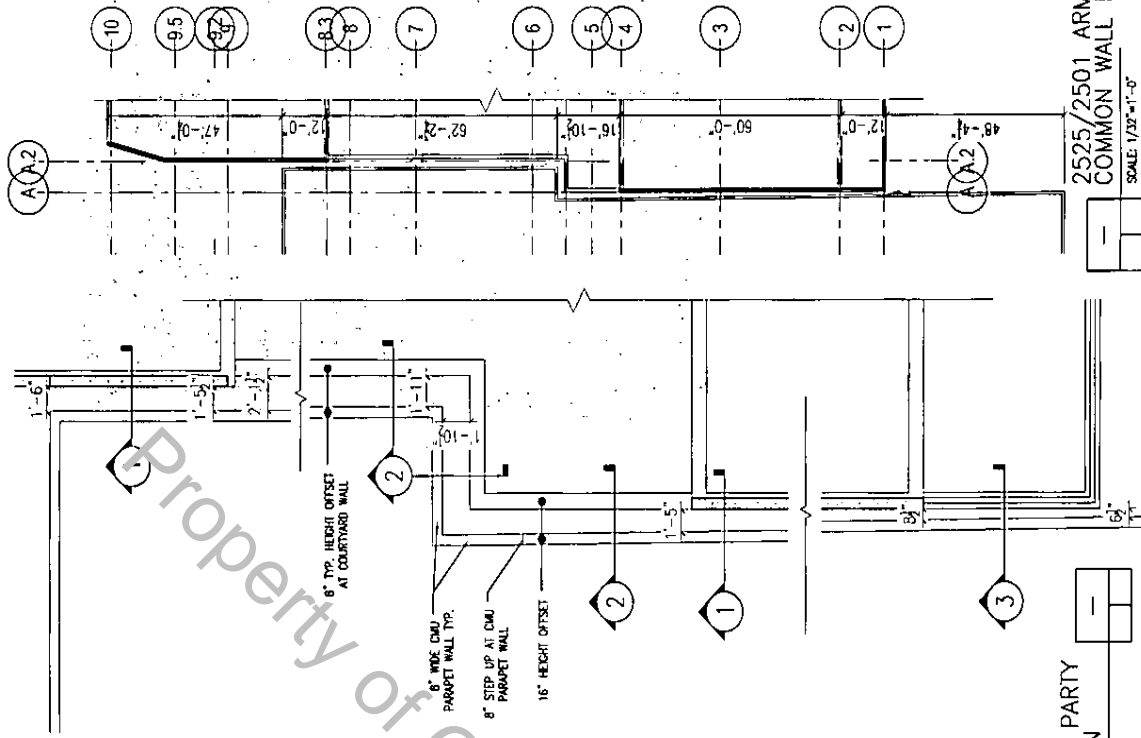
Drawings Depicting Flashing Easement

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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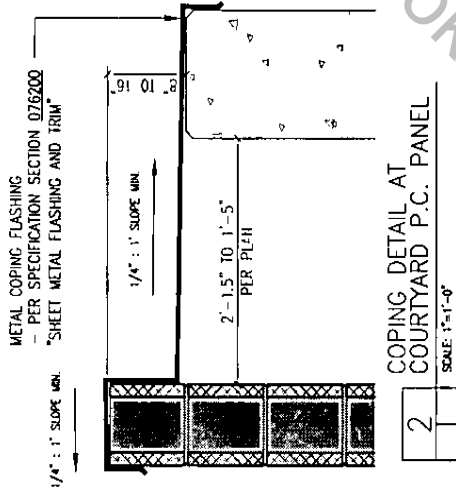


ENLARGED PARTY WALL PLAN
SCALE: 1/8"=1'-0"

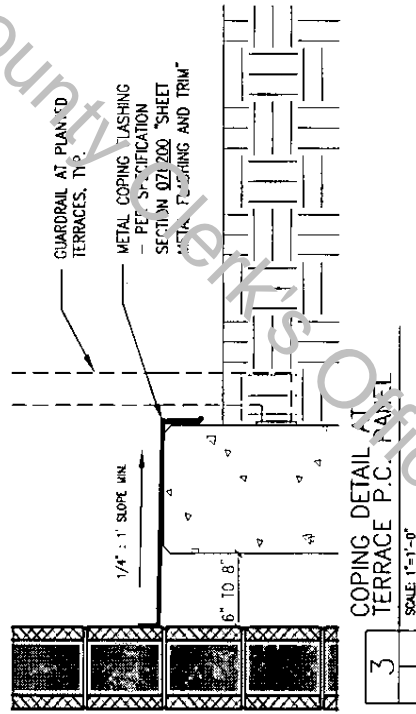
2525/2501 ARMITAGE - COMMON WALL PLAN
SCALE: 1/32"=1'-0"

COPING PLAN AND DETAILS

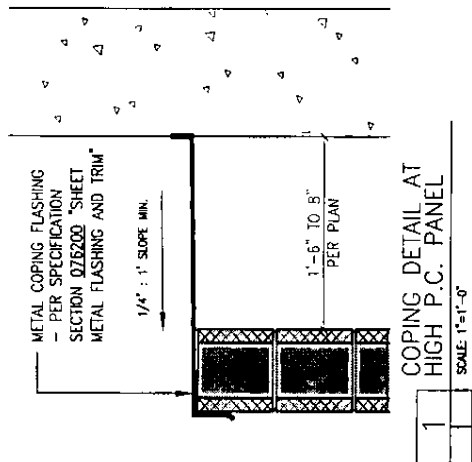
03.18.2016



COPING DETAIL AT COURTYARD P.C. PANEL
SCALE: 1"=1'-0"



COPING DETAIL AT TERRACE P.C. PANEL
SCALE: 1"=1'-0"



COPING DETAIL AT HIGH P.C. PANEL
SCALE: 1"=1'-0"

2501 W. ARMITAGE AVENUE

Chicago, Illinois

2501 Armitage LLC - Developer | Architecture Associates - Architect & Planner

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EXHIBIT "D"

Construction Insurance Requirements

(i) Commercial General Liability Insurance with ISO form CG 2010 (10 01) and GC 2037 (10 01) endorsements (or a substitute form providing equivalent coverage). The Commercial General Liability Insurance shall:

- (A) Cover liability arising from the premises, operations, independent contractors, produce-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract);
- (B) Have liability limits of no less than:
 - a. \$2,000,000 general aggregate on a per project basis;
 - b. \$2,000,000 produces/completed operations aggregate on a per project basis (to be maintained for a period of two (2) years beyond the completion of the contract);
 - c. \$1,000,000 each occurrence limit;
 - d. \$1,000,000 person/advertising injury liability limit;
 - e. \$50,000 fire damage; and
 - f. \$5,000 medical payments.
- (C) Contain no exclusions or limitations with regard to:
 - a. Pollution, explosion, collapse or underground property damage;
 - b. Tort liability assumed via contract;
 - c. Liability arising out of the actions of independent contractors and agents;
 - d. Work performed by subcontractors and the subs or suppliers of subcontractors;
 - e. Products/completed operations; and
 - f. Type of operations or location and description of premises covered.

(ii) Worker's Compensation Insurance Requirements. In an amount and with coverages no less than required by law.

- (iii) Auto Liability Insurance Requirements. The Auto Liability Insurance shall:
- (A) Cover all owned, non-owned, and rented, leased, borrowed or hired vehicles;
 - (B) Have liability limits of no less than \$1,000,000 combined single limit for bodily injury and/or property damage; and
 - (C) Not contain an exclusion for drivers that will have anything whatsoever to do with the work,

All policies shall be issued by an insurer having an A.M. Best rating of at least A-VII. Unless contractor or subcontractor is only providing professional consulting services and no other services, contractor's or subcontractor's commercial general liability policy shall contain an additional insured endorsement in ISO FORM CG 230 10 11 85 or equivalent. Said insurance policies shall contain a provision that coverages afforded shall not be modified, canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the 2501 Owner and 2525 Owner, as the case may be. The additional insureds shall have no responsibility to verify compliance by any Party with such insurance requirements, and the Party performing the installation, maintenance, repair or replacement of or to the flashing and coping shall have all responsibility to verify compliance of all of its contractors and subcontractors with such insurance requirements.

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The underlying coverage afforded to the additional insured under these policies shall be primary and non-contributory insurance. If the additional insured has other insurance that is applicable to the loss, such other insurance shall be in excess to the contractor's or subcontractor's insurance. The amount of the contractor's or subcontractor's liability under this policy shall be reduced by the excision of such other insurance. A blanket additional insured endorsement shall be provided so that coverage afforded to the additional insured shall apply to "ongoing operations" and "completed operations-hazards."

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