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RECORDATION SHOULD BE
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Doc# 1813616043 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2018 12:20 PM PG: 1 OF 5

Michael C. Kim & Associates
19 South LaSalle Street
Suite 303
Chicago, Illinois 60603
Attn: Michael C. Kim

UNIT 1502 INDEMNIFICATION AGREEMENT

This Agreement is being made as of this 7th day of May, 2018 by and between the 400 West Huron Condominium Association (the "Association") and Thomas Kane ("Kane"), the owner of Unit 1502 (the "Unit") in the 400 West Huron Condominium (the "Condominium"), 400 West Huron Street, Chicago, Illinois, legally described in Exhibit A, hereto.

In connection with purchasing the Unit from Huron Sedgwick Development LLC (the "Developer"), Kane had a swimming pool ("Pool") installed in the Limited Common Element roof top deck adjacent and appurtenant to the Unit and is agreeable to undertake certain indemnity obligations to the Association with respect to the Pool, and the Association is desirous of and agreeable to such indemnification.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid and such other good and valuable consideration, the receipt and sufficiency of which is hereby expressly agreed and acknowledged, the Parties agree as follows:

1. Indemnification. To the extent not covered by the Association's master insurance coverages, Kane, or his grantee or successor Owners of Unit 1502, shall indemnify, defend and hold harmless the Developer and the Association, on behalf of itself and all Unit Owners in the Condominium, and their respective members, managers, officers, directors, agents, employees, affiliates, contractors, successors and assigns, for, from and against any loss, cost, damage or expense, including without limitation reasonable attorneys' fees and costs, that may be asserted or claimed against or incurred by any of such parties as a result of damage caused by leaking from the Pool to the 400 West Huron Condominium Building, and for any personal injuries suffered by any parties and the Unit Owners and their respective invitees, provided however that the foregoing indemnity shall be applicable only where the leaking is caused by the negligence or willful misconduct of Kane or his successors or assigns, or his/their household members, guests, invitees, contractors or anyone for whom Kane (or they) is responsible, in the use, maintenance, repair or replacement of the Pool or any of its components.

Bm

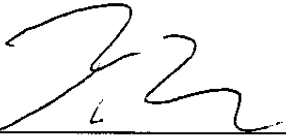
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2. Defense. If so directed in writing by Developer or the Association, Kane, or his grantee or successor Owners of Unit 1502, shall, at their own expense defend any suit based upon any such claim or demand within the scope of the foregoing indemnity with counsel reasonably acceptable to Developer or the Association, as applicable (even if such suit, claim or demand is groundless, false or fraudulent).

3. Binding and Benefit. The obligations of Kane shall run with Unit 1502 and shall be incorporated into the deed of conveyance to and binding on all successor Owners of Unit 1502. This Agreement may be recorded against Unit 1502. Upon the transfer of Unit 1502 pursuant to any arms-length transaction to a successor Owner of Unit 1502, the grantor of said Unit 1502 shall forever be released from all future (post closing) obligations related to this Agreement with the grantee, as successor Owner of Unit 1502, assuming all such (post closing) responsibilities and obligations hereto.

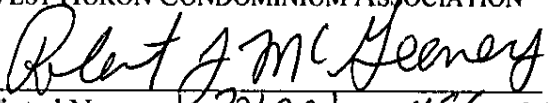
4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to Illinois conflicts of law rules.

IN WITNESS WHEREOF, the Association and Kane have executed this indemnification as of the day and year first above written.



THOMAS KANE

400 WEST HURON CONDOMINIUM ASSOCIATION

By: 
Printed Name: Robert McGeaney
I's: President

Cook County Clerk's Office

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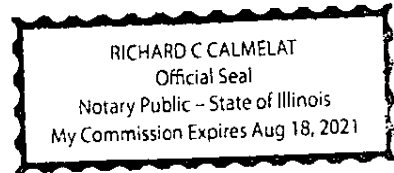
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

This instrument was acknowledged before me on this 11th day of May, 2018 by Robert McGeeney President of the 400 West Huron Condominium Association on behalf of said Association.

Richard C. Calmelat
 Notary Public

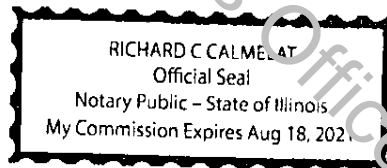
[SEAL]



 This instrument was acknowledged before me on this 7th day of May, 2018 by Thomas Kane Owner

Richard C. Calmelat
 Notary Public

[SEAL]



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EXHIBIT A

Legal Description

Parcel 1: Unit 1502 in the 400 West Huron Condominium as delineated on a Survey of the following described land:

Lots 23 to 28 both inclusive, in Block 7 in Higgins Law and Company's Addition to Chicago in the East 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

EXCEPT:

Retail Parcel 1:

That part Lots 23 to 28 both inclusive, lying below a horizontal plane having an elevation of +34.26 feet Chicago City Datum and lying above a horizontal plane having an elevation of +13.94 feet Chicago City Datum and lying within its horizontal boundary projected vertically, in Block 7 in Higgins Law and Company's Addition to Chicago in the East Half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, and described as follows: beginning at the Southeast corner of said Lot 28; thence North 90°00'00" West along the South line of Lots 27 and 28 aforesaid 41.17 feet; thence North 00°01'42" West 57.11 feet; thence North 90°00'00" West 7.10 feet; thence North 00°01'42" West 2.23 feet; thence North 90°00'00" West 8.42 feet; thence North 00°01'42" West 8.71 feet; thence South 90°00'00" East 56.69 feet to a point on the East line of said Lot 28; thence South 00°01'42" East along the East line of Lot 28 aforesaid 68.05 feet to the point of beginning;

Also except:

Retail Parcel 2:

That part Lots 23 to 28 both inclusive, lying below a horizontal plane having an elevation of +13.94 feet Chicago City Datum and lying above a horizontal plane having an elevation of +2.42 feet Chicago City Datum and lying within its horizontal boundary projected vertically, in Block 7 in Higgins Law and Company's Addition to Chicago in the East half of the Northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian and described as follows: commencing at the Southeast corner of Lot 28: thence North 90°00'00" West along the South line of Lot 28 aforesaid 17.95 feet; thence North 00°01'42" West 20.46 feet to the point of beginning; thence North 90°00'00" West 40.57 feet; thence North 00°01'42" West 28.75 feet; thence North 90°00'00" West 30.31 feet; thence North 00°01'42" West 18.84 feet; thence South 90°00'00" East 70.88 feet; thence South 00°01'42" East 47.59 feet to the point of beginning; all in Cook County, Illinois;

Which survey is attached to as revised Exhibit "E" to the Declaration of Condominium recorded as Document Number 1709629057, as amended by First Amendment to Declaration of Condominium recorded as Document Number 1713013044, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

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Parcel 2: The exclusive right to the use of Parking Spaces P-30, P-31 and P-32, Storage Space S-3 and Wine Storage Space WS-27 and WS-28 limited common elements, as delineated on the Survey attached to the Declaration aforesaid, recorded April 6, 2017 as Document Number 1709629057, as amended by First Amendment to Declaration of Condominium recorded as Document Number 1713013044.

Parcel 3: Easements for the benefit of Parcel 1 as set forth in the Easement Agreement and Covenant dated March 23, 2015 and recorded March 30, 2015 as document number 1508957365.

Commonly Known As: 400 West Huron Street, Unit 1502, Chicago, IL 60654

Permanent Index Numbers: 17-09-120-013-0000
17-09-120-014-0000

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