

# UNOFFICIAL COPY



Doc# 1819744029 Fee \$112.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/16/2018 12:51 PM PG: 1 OF 38

## AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST

**THIS AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST** ("Amendment") is made as of the 30<sup>th</sup> day of April, 2018, by Lakeshore East LLC, an Illinois limited liability company ("Declarant"), and amends and restates its entirety the Twelfth Amendment To Declaration of Covenants, Conditions and Restrictions and Easements for Lakeshore East dated April 28, 2016, which was recorded April 28, 2016 with the Cook County Recorder as Document No. 1611929091, as follows:

### RECITALS:

A. Lakeshore East LLC, an Illinois limited liability company ("Declarant" and "Owner" of various parcels), together with certain other owners who joined therein, executed that certain Declaration Of Covenants, Conditions, Restrictions And Easements For Lakeshore East dated as of June 26, 2002, which was recorded July 2, 2002 with the Cook County Recorder as Document No. 0020732020, as amended by (i) First Amendment to Declaration Of Covenants, Conditions, Restrictions And Easements For Lakeshore East dated as of March 3, 2003, which was recorded March 7, 2003 with the Cook County Recorder as Document No. 0030322531, (ii) Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of November 12, 2004, which was recorded November 19, 2004 with the Cook County Recorder as Document No. 0432427091 and re-recorded January 19, 2005 with the Cook County Recorder as Document No. 0501919098 ("Second Amendment"), (iii) Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of February 24, 2005, which was recorded February 25, 2005 with the Cook County Recorder as Document No. 0505632009, (iv) Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of February 24, 2005, which was recorded February 25, 2005 with the Cook County Recorder as Document No. 0505632012, (v) Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of October 27,

S  
P  
S  
SC  
INT

# UNOFFICIAL COPY

2006, which was recorded November 9, 2006 with the Cook County Recorder as Document No. 0631333004 and re-recorded February 9, 2007 with the Cook County Recorder as Document No. 0704044062, (vi) Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of December 20, 2007, which was recorded December 21, 2007 with the Cook County Recorder as Document No. 0735531065 and re-recorded April 8, 2008 with the Cook County Recorder as Document No. 0809910104, (vii) Seventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of November 13, 2008, which was recorded November 14, 2008 with the Cook County Recorder as Document No. 0831910034, and (viii) Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of November 13, 2008, which was recorded November 14, 2008 with the Cook County Recorder as Document No. 0831910035, as amended by Amendment to Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of February 10, 2011, which was recorded February 15, 2011 with the Cook County Recorder as Document No. 1104616038; (ix) Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of January 10, 2011, which was recorded March 17, 2011 with the Cook County Recorder as Document No. 1107644102, (x) Tenth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of April 18, 2013, which was recorded April 23, 2013 with the Cook County Recorder as Document No. 1311318049, (xi) Eleventh Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of January 16, 2014, which was recorded January 16, 2014 with the Cook County Recorder as Document No. 1401644060, and (xii) Twelfth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East dated as of April 28, 2016, which was recorded April 28, 2016 with the Cook County Recorder as Document No. 1611929091 (as amended, "Declaration").

B. The legal description for the aggregate of the parcels included in the Declaration is attached hereto as Exhibit R-1.

C. Declarant reserved the right pursuant to Section 16.6 of the Declaration to amend the Declaration if it determines in good faith that the amendment does not have a material adverse effect on any Parcel Owner (as defined in the Declaration) that does not consent to the amendment, which amendment is effective upon recording of such amendment.

D. Declarant has determined in good faith that this Amendment does not have a material adverse effect on any Parcel Owner (as defined in the Declaration) that is not consenting to this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the parties hereto, it is agreed as follows:

1. **Recitals**. The recitals herein contained are hereby adopted and made a part hereof.
2. **Defined Terms**. Capitalized terms used in this Amendment that are not otherwise defined in this Amendment have the meanings provided therefor in the Declaration.
3. **Exhibit 1-1**. Exhibit 1-1 that was attached to the Declaration is hereby deleted

# UNOFFICIAL COPY

and Exhibit 1-1 attached hereto is substituted therefor, reflecting, *inter alia*, that (i) a portion of what was Parcel 5B has been dedicated to the City of Chicago to expand Field Blvd. below a specified limiting plane and is no longer part of Parcel 5B, (ii) portions of what was Field Blvd. have been vacated and are now part of Parcel 5B, (iii) the elimination of the "Pedestrian Bridge", and (iv) the expansion of the Upper Level Streets and relocation of portions of the Elevated Sidewalks to include portions of Parcels 5B, 5C, and 14 and to include portions of an easement area above Field Blvd. granted by the City to the Parcel 5B Owner.

4. **Article I.** In Article I of the Declaration, the definition of "Streets" is hereby deleted and the following substituted therefor:

"Streets: The portion of Project Property designated on the Plans as (a) streets, (b) sidewalks, including those upper level sidewalks designated on the Plans as "Elevated Sidewalks" (such designated elevated sidewalks collectively the "Elevated Sidewalks"), the upper level sidewalks located on Temporary Upper East Street and the Upper Harbor Drive Connection Area, and the upper level sidewalks adjoining Upper Level Streets, and (c) the three park areas located within such streets, i.e., within (i) Temporary Upper East Street ("East Park"), and (ii) Upper Harbor Court ("Northeast Park", which together with East Park are herein referred to as the "Street Parks"), together with related improvements thereto designated by Declarant at the time they are to be constructed, e.g., drainage, lighting, signals and landscaping. The Streets include (until such time, if any, as they may be dedicated to the City) Park Drive and the other Park Access Streets; the temporary street which will become a permanent walkway area at the upper level of the southern portion of Parcels 9 and 10 ("Temporary Upper East Street"); all Upper Level Streets, including West Entry Blvd., Upper N. Field Blvd. (referred to herein as part of Parcel 5 Upper Level Street), E. Waterside Drive (referred to herein as Parcel 13/14 Upper Level Street and part of Parcel 5 Upper Level Street), the Upper Level Street located on Parcels 2, 3 and 14 (referred to herein as the Parcel 2/3 Upper Level Street), the Upper Level Street located on the southerly portion of Parcel 7, and Upper Harbor Court (although Upper Harbor Court may not be dedicated if an Upper Harbor Court Private Election is made); the street and walkway at the lower level of the southern portion of Parcels 9, 10 and 11 ("Lower East Street"); the extension of existing Upper Harbor Drive to the north (including any future extension thereof over the easterly portion of Parcel 6 ("Upper Harbor Drive Connection Area") to access any extension of upper Wacker Drive that may be constructed in the future as shown in the PD); the street at the lower level of the easterly portion of Parcels 6, 11 and 13 ("Lower Harbor Drive"); the street at the lower level of the northerly portion of Parcel 14 ("Lower East South Water"); and the other streets, sidewalks, and the Street Parks shown on the Plans."

5. **Deletion of Pedestrian Bridge.** Section 3.9 of the Declaration is hereby deleted in its entirety and the word "Reserved" substituted therefor, and all references to the "Pedestrian Bridge" throughout the entire Declaration are hereby deleted.

6. **Parcels 5B, 5C, 13 and 14 Upper Level Street.** The following Subsection is

# UNOFFICIAL COPY

added at the end of Section 3.3 of the Declaration:

"(e) Notwithstanding anything contained herein to the contrary, the Upper Level Street (including the Elevated Sidewalk) that is located on Parcels 5B and 5C and also located on the easement area granted by the City to the Parcel 5B Owner above Field Blvd. ("Parcel 5 Upper Level Street"), and on Parcels 13 and 14 ("Parcel 13/14 Upper Level Street", and together with the Parcel 5 Upper Level Street, "Parcel 5/13/14 Upper Level Street") is subject to the following provisions:

- (i) The Parcel 5B Owner and Parcel 5C Owner (collectively "Parcel 5 Owner") [but not the Association (Parcel 5 Owner being its designee for these purposes) or the Parcel 13 Owner or Parcel 14 Owner] shall control and be responsible, at its sole cost, for, and have the right (subject to the terms of this Subsection (e)(i)) and obligation to conduct the construction, maintenance, repair, replacement, renewal, and insurance (other than in respect of insurance which shall be maintained by the Parcel 13 Owner and Parcel 14 Owner as to their respective Parcels) of (x) the Parcel 5/13/14 Upper Level Street, and (y) the Vertical Improvements related thereto (as to which Vertical Improvements an access easement for such purposes is hereby granted by each of the Parcel 13 Owner and the Parcel 14 Owner as to the Vertical Improvements that are or will be located on its respective Parcel to the Parcel 5 Owner, subject to the terms of this Subsection (e)(i), so as to keep the Parcel 5/13/14 Upper Level Street and the Vertical Improvements in a clean, sightly, safe and first-class condition consistent with their original appearance and condition when constructed, including, but not limited to, the prompt removal of all snow, ice, paper and debris, (including maintaining a watertight surface and drainage facilities on such portion of the Parcel 5/13/14 Upper Level Street to prevent water penetration into the Vertical Improvements, the improvements owned by Parcel 13 Owner and the Parcel 14 Owner, respectively, and the areas below the Parcel 5/13/14 Upper Level Street), provided notwithstanding the foregoing or the Easement to City of Chicago, (x) except as otherwise provided in this Subsection (e)(i), the Parcel 13 Owner and Parcel 14 Owner will be solely responsible at its cost for such matters in respect of the Support Columns, Parking Decks and other structures located beneath the Parcel 5/13/14 Upper Level Street, that are located on its respective Parcel, and (y) except as otherwise provided in this Subsection (e)(i), the Parcel 13 Owner will be solely responsible at its cost for such matters (other than the initial construction of any contemplated by the Declaration) in respect of the lighting located on the portion of the Parcel 5/13/14 Upper Level Street located on Parcel 13, except to the extent (A) the cost for any such matters is incurred by the Parcel 13 Owner and/or the Parcel 14 Owner due to the failure of the Parcel 5 Owner to observe the covenants set forth in this Subsection or elsewhere in the Declaration or (B) the Parcel 13 Owner and/or the Parcel 14 Owner exercise the right to self-help in an Emergency (as defined below) to maintain, repair, replace or restore the improvements, or to

# UNOFFICIAL COPY

prevent further damage arising from or related to the Vertical Improvements, owned by the Parcel 13 Owner and the Parcel 14 Owner, respectively, that are to be maintained by the Parcel 5 Owner, which rights are reserved unto and granted to the Parcel 13 Owner and the Parcel 14 Owner if the Parcel 5 Owner fails to do so as provided herein. The landscaping and lighting located on the Parcel 5/13/14 Upper Level Street are deemed to be part of the Parcel 5/13/14 Upper Level Street for these purposes. In connection with the construction of the Parcel 5 Upper Level Street an area beneath, and supporting, the portion of the Parcel 5 Upper Level Street located between Parcel 13 and Parcel 14 shown on Exhibit 3.3-3 attached hereto (the "Scoop") will restrict access to the surface of the east exterior wall of the building improvements located on Parcel 14 (designated Tides Building on said exhibit) and the surface of the west exterior wall of the building improvements located on Parcel 13 (designated Shoreham Building on said exhibit) in the areas of such walls designated the "Maintenance Area" on Exhibit 3.3-3 attached hereto (the surface area of each such wall, the "Maintenance Area"). Parcel 5 Owner, at its sole cost, shall cause the following to occur (the "Maintenance Area Work": (i) an inspection of the Maintenance Area to be made by PMA Consultants or another wall inspector reasonably approved by Parcel 13 Owner or Parcel 14 Owner, as applicable, every five (5) years (commencing at such time as required by Law, but no later than five (5) years after completion of construction of the Scoop) as part of Parcel 5 Owner's critical façade inspection as required by the City (or if such inspection is no longer required by the City, independent of any requirements or non-requirements by the City), and promptly provide a reasonably detailed third-party written report based on such inspection to Parcel 13 Owner or Parcel 14 Owner, as applicable, (ii) a non-destructive visual inspection of the Maintenance Area by PMA Consultants or another wall inspector reasonably approved by Parcel 13 Owner or Parcel 14 Owner, as applicable; to be made every two (2) years, and promptly provide a reasonably detailed third-party written report based on such inspection, (iii) if any such report(s) recommend additional maintenance or other work, repairs or restoration to the Maintenance Area, Parcel 5 Owner shall promptly perform such work subject to the reasonable approval of all plans, specifications and scheduling by Parcel 13 Owner or Parcel 14 Owner, as applicable, (iv) timely cause the cleaning and caulking of concealed areas of the Maintenance Area per manufacturer's recommendations, or in the absence of those, industry standards, and (v) repair and replace any of the concealed elements of the wall immediately behind the Maintenance Area (work on such area, the "Concealed Maintenance Area Work") if there is a loss of structural integrity or enclosure integrity (e.g., metal connections to precast, failing precast) caused by the installation or maintenance of the Scoop. Except as set forth above, such Concealed Maintenance Area Work shall be performed by Parcel 13 Owner or Parcel 14 Owner, as applicable, at its sole cost, except



# UNOFFICIAL COPY

Parcel 5 Owner will at its sole cost open the access panels to the Scoop area so that they may perform such Concealed Maintenance Area Work, or if they require such access due to an Emergency they may open such access panels to the Scoop area at Parcel 5 Owner's sole cost. Parcel 5 Owner will pay the reasonable increase in the costs of such Concealed Maintenance Area Work by Parcel 13 Owner or Parcel 14 Owner, as applicable, as a consequence of (i) the reasonable additional work they perform to open the access panels to the Scoop area in an Emergency, and (ii) all additional costs otherwise reasonably incurred and attributable to the presence of the Scoop. Subject to the provisions of this Subsection (e)(i), the Maintenance Area Work, including Concealed Maintenance Area Work, to be performed or paid for by Parcel 5 Owner shall not include maintenance or other work, repairs, restoration or replacement needed or arising out of (y) the failure of Parcel 13 Owner or Parcel 14 Owner, as applicable, to maintain the portions of the wall behind or outside the Maintenance Area, or (z) a casualty or condemnation. Notwithstanding anything herein to the contrary, if Parcel 5 Owner defaults in any of its obligations to construct, maintain, repair, replace, or renew the Parcel 5/13/14 Upper Level Street, or the Vertical Improvements related thereto, or to perform the Maintenance Area Work, including Concealed Maintenance Area Work, as Parcel 5 Owner is required to as provided herein (collectively, the "Upper Level Street Work"), and such default is not cured or commenced to be cured (and thereafter diligently pursued subject to Unavoidable Delay), within thirty (30) days after notice from Parcel 13 Owner or Parcel 14 Owner, as applicable, in respect of such improvements on its Parcel (or within such shorter period as is reasonable under the circumstances in the event of an Emergency, provided that Parcel 13 Owner or Parcel 14 Owner, as applicable, shall give Parcel 5 Owner such notice of the Emergency as is reasonable under the circumstances, including telephone and/or email notice), then Parcel 13 Owner and/or Parcel 14 Owner, as applicable in respect of matters affecting its Parcel, will have the right, but not the obligation, to perform the Upper Level Street Work in question, and Parcel 5 Owner promptly will reimburse Parcel 13 Owner or Parcel 14 Owner, as applicable, from time to time within ten (10) days after demand for all reasonable costs incurred by it to perform the Upper Level Street Work in question with interest thereon after demand from Parcel 13 Owner or Parcel 14 Owner, as applicable, at the floating rate per annum which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by Chase Bank, N.A. (or any successor thereto) as its corporate base rate of interest. Parcel 5 Owner, in exercising its rights or obligations, at its sole cost and expense, shall (i) perform all construction, maintenance, repair, replacement, modification supplementation, relocation, removal and securing of the Parcel 5/13/14 Upper Level Street and Vertical Improvements, and the Maintenance Area Work, including Concealed Maintenance Area Work to be performed by

# UNOFFICIAL COPY

it, as, and to the extent, provided herein (the "Work") in a good and workmanlike manner and in accordance with good construction practices, and once it commences any portion of the Work, it will diligently proceed to complete same, subject to Unavoidable Delay, (ii) conduct its activities so as not to unreasonably interfere with the use, occupancy or enjoyment of Parcel 13 or Parcel 14, (iii) comply with all applicable laws, rules and regulations, including the PD, and with the Easement to City of Chicago (as defined below), (iv) comply with all of the applicable provisions of the Declaration, and (v) take such actions as may be reasonably necessary to ensure the protection and safety of Parcel Owners and their respective Permittees' persons and property, and promptly restore any damage to any improvements owned by the Parcel Owners arising out of the Work, including damage arising out of the maintenance, repair, replacement, modification supplementation, relocation, removal and securing of the Parcel 5/13/14 Upper Level Street and Vertical Improvements as provided herein, or arising out of the construction of the Scoop by Parcel 5 Owner. Notwithstanding anything herein to the contrary, any access to Parcel 13 or Parcel 14 pursuant to this Subsection (e)(i) shall be in accordance with such reasonable rules as the Parcel 13 Owner or Parcel 14 Owner, as applicable, may determine, including without limitation rules governing the day and time of such access, the presentation of evidence of applicable insurance as provided herein, and compliance with such Parcel Owner's reasonable security requirements. In addition, any non-routine maintenance of the Parcel 5/13/14 Upper Level Street and Vertical Improvements, or non-routine Maintenance Area Work, including Concealed Maintenance Area Work to be done by Parcel 5 Owner, that attaches to or affects any part Parcel 13 by the Parcel 5 Owner shall, unless an Emergency situation, require the approval by Parcel 13 Owner, such approval not to be unreasonably withheld or delayed. Likewise, any non-routine maintenance of the Parcel 5/13/14 Upper Level Street and Vertical Improvements, or non-routine Maintenance Area Work, that attaches to or affects any part of Parcel 14 by the Parcel 5 Owner shall, unless an Emergency, require the approval by Parcel 14 Owner, such approval not to be unreasonably withheld or delayed. As used herein "Emergency" means a situation where noncompliance raises or substantially contributes to a substantial risk of imminent injury or death of any person, or substantial damage to or destruction of property. In the event any such Work affecting Parcel 13 or Parcel 14 involves an Emergency, then Parcel 5 Owner shall provide such notice to Parcel 13 Owner, or Parcel 14 Owner, as applicable, as is reasonable under the circumstances, including telephone and/or email notices. Parcel 5 Owner shall immediately take all reasonable actions necessary or appropriate to address an Emergency as to matters for which it is responsible.

(ii) The Parcel Owners on which the Parcel 13/14 Upper Level Street is located shall not obstruct the clearance above the deck of such Street.

# UNOFFICIAL COPY

(iii) As the design and construction details of the improvements constituting the Parcel 5/13/14 Upper Level Street as generally depicted on Exhibit 3.3-2 and Exhibit 3.3-3 attached hereto, including the Scoop, and related Vertical Improvements, that Parcel 5 Owner has the right, as provided herein, to construct on each of Parcel 13 and Parcel 14 progress, Parcel 5 Owner shall provide the Parcel 13 Owner and/or Parcel 14 Owner with periodic updates of the same (including without limitation proposed drawings). Parcel 5 Owner shall provide Parcel 13 Owner and Parcel 14 Owner with proposed drawings of the design and construction details of the improvements it has the right, as provided herein, to construct on each of their respective Parcels constituting the Parcel 5/13/14 Upper Level Street, including the Scoop, and related Vertical Improvements, and Parcel 13 Owner and Parcel 14 Owner will each have reasonable approval rights, subject to requirements of the City, over the design and construction details of the Parcel 5/13/14 Upper Level Street on its respective Parcel that could reasonably be perceived by the Parcel 13 Owner and/or Parcel 14 Owner, as applicable, to adversely impact either Parcel 13 or Parcel 14, as applicable, provided the design and construction details thereof set forth on Exhibit 3.3-2 and Exhibit 3.3-3 attached hereto are hereby approved. Such design and construction details shall expressly identify the changes to Exhibit 3.3-2 and Exhibit 3.3-3. Within thirty (30) days after delivery of such design and construction details, Parcel 13 Owner and Parcel 14 Owner, respectively, will, subject to the foregoing, provide written notice to Parcel 5 Owner of its approval or objection to such design and construction details, in respect of its Parcel (provided that such objection shall include a reasonably detailed explanation of such objection), and will endeavor to provide such objections within fifteen (15) business days after delivery. If after using commercially reasonable efforts to provide such approval or objection within such thirty (30) day period more time is required, Parcel 13 Owner or Parcel 14 Owner, as applicable, shall so notify Parcel 5 Owner within such thirty (30) day period and shall thereafter have such additional time as may be reasonably necessary to provide such approval or objection. Parcel 5 Owner and Parcel 13 Owner and/or Parcel 14 Owner, as applicable, shall work in good faith to expeditiously resolve any Parcel 13 Owner and/or Parcel 14 Owner's objections. Such aforementioned design and construction details have as of the date hereof been approved pursuant to a separate Supplement to Letter Agreement, but if there are any changes to the design and construction details that have been approved, the same process for approval outlined above shall apply in respect of such changes, provided references to thirty (30) day periods shall be changed to fifteen (15) business day periods. Such revised design and construction details shall expressly identify the changes to the design and construction details previously approved by the Parcel 13 Owner and Parcel 14 Owner, as the case may be. Following completion of the Parcel 5/13/14 Upper Level Street, upon written request, Parcel 5 Owner shall provide as built



# UNOFFICIAL COPY

drawings of the Parcel 5/13/14 Upper Level Street improvements to Parcel 13 Owner and/or to Parcel 14 Owner in respect of such improvements on their Parcel. Upon written request (which request shall include reasonable documentation and invoices), Parcel 5 Owner promptly shall reimburse Parcel 13 Owner and Parcel 14 Owner for the reasonable expenses (including reasonable attorneys' fees and engineering fees) incurred by Parcel 13 Owner and Parcel 14 Owner in their review of any design, construction details or use proposed pursuant to this subsection. The garage walls located on Parcel 13 and Parcel 14 as shown on Exhibit 3.3-4 shall be fully encapsulated in the form of an expansion joint between such walls and the adjoining walls to be constructed on Parcel 5B and 5C in accordance with plans and specifications approved by the Parcel 13 Owner and Parcel 14 Owner, which approved plans are attached hereto as, Exhibit 3.3-4. Additionally, Parcel 5 Owner promptly shall repair all damage to the garage caused by or arising from such encapsulation Work to the reasonable satisfaction of the Parcel 13 Owner.

(iv) Parcel 5 Owner shall comply with all of the terms and provisions of that certain Easement to City of Chicago by and between the Parcel 13 Owner and the Parcel 5 Owner as grantors and the City of Chicago as grantee, dated as of the date of the Amendment creating this Subsection, and recorded after such Amendment (the "Easement to City of Chicago"); provided, however, that whenever the Easement to City of Chicago requires certain parties to be named as additional insureds, the Parcel 13 Owner and the Parcel 14 Owner shall also be named as additional insureds for as long as the Easement to City of Chicago is in effect."

7. **Counterparts.** This Amendment may be executed in several counterparts, and/or by facsimile or pdf signature, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

8. **Effect of Amendment.** Except as expressly amended by this Amendment, the Declaration remains unmodified and in full force and effect, and the provisions thereof shall apply to this Amendment as if it were part of the Declaration.

# UNOFFICIAL COPY

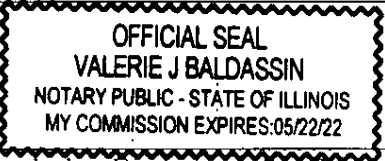
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above written.

Property of Cook County Clerk's Office	<b>DECLARANT:</b>
	<b>LAKESHORE EAST LLC</b> , an Illinois limited liability company
	By: _____
	Name: David J. Carlins Its: Manager

STATE OF ILLINOIS        )  
   ) SS  
 COUNTY OF COOK         )

I, Valerie J. Baldassin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David J. Carlins, Manager of LAKESHORE EAST LLC, an Illinois limited liability company, who is 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28<sup>th</sup> day of June, 2018

	<u>Valerie J. Baldassin</u> Notary Public
My Commission Expires: <u>5-22-22</u>	

# UNOFFICIAL COPY

## JOINDER IN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST

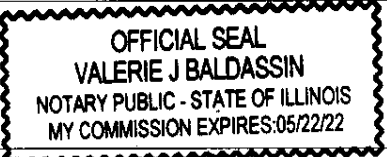
THE FOLLOWING PARTIES, THE OWNERS OR VOTING MEMBERS OF THE FOLLOWING PARCELS, HEREBY JOIN IN THIS AMENDMENT:

Property of Cook County Clerk's Office	<b>OWNER OR VOTING MEMBER OF THE FOLLOWING PARCELS: 5B AND 5C</b>  <b>PARCEL C LLC</b> , a Delaware limited liability company  By: <b>Magellan Parcel C/D LLC</b> , its Managing Member  By: _____ Name: David J. Carlins Its: One of its Managers
--	--

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

I, Valerie J. Baldassin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David J. Carlins, Manager of MAGELLAN PARCEL C/D LLC, managing member of PARCEL C LLC,, who is 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28<sup>th</sup> day of June, 2018 .

	<u>Valerie J. Baldassin</u> Notary Public
My Commission Expires: <u>5-22-22</u>	

# UNOFFICIAL COPY

## JOINDER IN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST

THE FOLLOWING PARTIES, THE OWNERS OR VOTING MEMBERS OF THE FOLLOWING PARCELS, HEREBY JOIN IN THIS AMENDMENT:

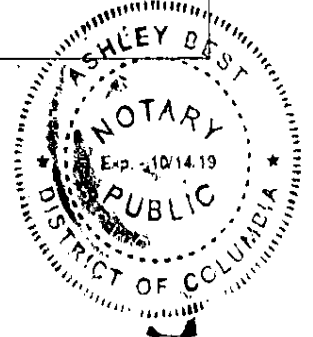
Property of Cook County Clerk's Office	<p><b>OWNER OR VOTING MEMBER OF THE FOLLOWING PARCEL: 13</b></p> <p><b>SHOREHAM DEVELOPMENT GROUP LLC</b>, a Delaware limited liability company</p> <p>By: <b>BIT Investment Eighteen, LLC</b>, a Maryland limited liability company, Member</p> <p>By: <u><i>William K. Mihm</i></u></p> <p>Name: _____ <b>William K. Mihm</b> Its: <b>Vice President/Assistant Secretary</b></p>
--	--

STATE OF \_\_\_\_\_ )  
 District of Columbia: SS ) SS  
 COUNTY OF \_\_\_\_\_ )

I, Ashley Best, a Notary Public in and for said County, in the <sup>District</sup> State aforesaid, DO HEREBY CERTIFY, that William K. Mihm <sup>is the</sup> ~~is a~~ member of BIT INVESTMENT EIGHTEEN, LLC, member of SHOREHAM DEVELOPMENT GROUP LLC, who is 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11<sup>th</sup> day of June, 2018.

	<u><i>Ashley Best</i></u> Notary Public
My Commission Expires: <u>10-14-2019</u>	



# UNOFFICIAL COPY

## JOINDER IN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST

THE FOLLOWING PARTIES, THE OWNERS OR VOTING MEMBERS OF THE FOLLOWING PARCELS, HEREBY JOIN IN THIS AMENDMENT:

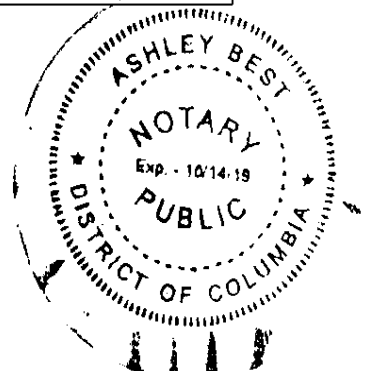
	<p><b>OWNER OR VOTING MEMBER OF THE FOLLOWING PARCEL: 14</b></p> <p><b>TIDES AT LAKESHORE EAST LLC</b>, a Delaware limited liability company</p> <p>By: <b>BIT Investment Thirty-Four, LLC</b>, a Maryland limited liability company, Member</p> <p>By: <u><i>William K. Mihm</i></u></p> <p>Name: <u>William K. Mihm</u>          Its: <u>Vice President/Assistant Secretary</u></p>
--	---

STATE OF \_\_\_\_\_ )  
 District of Columbia ) SS  
 COUNTY OF \_\_\_\_\_ )

I, Ashley Best, a Notary Public in and for said <sup>District</sup> County, in the State aforesaid, DO HEREBY CERTIFY, that William K. Mihm, Asst. Sec. (etony) N.P. of BIT INVESTMENT THIRTY-FOUR, LLC, member of TIDES AT LAKESHORE EAST LLC, who is 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11<sup>th</sup> day of June, 2018.

	<u><i>Ashley Best</i></u> Notary Public
My Commission Expires: <u>10-14-2019</u>	

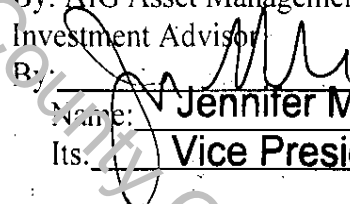




# UNOFFICIAL COPY

## CONSENT TO AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST – PARCEL 13

The undersigned is the holder of a Mortgage which was recorded October 28, 2016 with the Cook County Illinois Recorder as Document No 1630245035 (together with the other loan documents related thereto, "Loan Documents"), and hereby consents to this Amendment and acknowledges and agrees that the Loan Documents continue to be subject and subordinate to the Declaration as amended by this Amendment.

<p>Property of Cook County Clerk's Office</p>	<p><b>AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation, AMERICAN HOME ASSURANCE COMPANY, a New York corporation, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA., a Pennsylvania corporation, THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, a New York corporation, and THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation</b></p> <p>By: <u>AIG Asset Management (U.S.), LLC, its Investment Advisor</u></p> <p>By: <u></u></p> <p>Name: <u>Jennifer Miller</u></p> <p>Its: <u>Vice President</u></p>
---	---

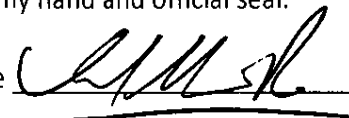
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

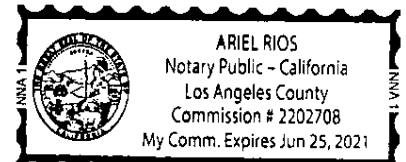
On JUNE 29, 2018 before me, Ariel Rios, notary public, personally appeared JENNIFER MILLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 

(Seal)




# UNOFFICIAL COPY

## CONSENT TO AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST – PARCEL 14

The undersigned is the holder of a Mortgage which was recorded March 2, 2016 with the Cook County Illinois Recorder as Document No. 1606218043 (together with the other loan documents related thereto, "Loan Documents"), and hereby consents to this Amendment and acknowledges and agrees that the Loan Documents continue to be subject and subordinate to the Declaration as amended by this Amendment.



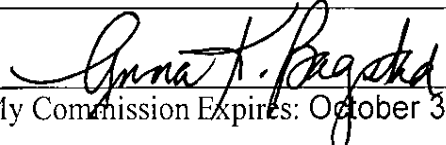
	<p><b>THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation</b>          By: Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate          By: <u>Paul J. Hanson</u>          Name: Paul J. Hanson          Its: Managing Director</p>
---	--

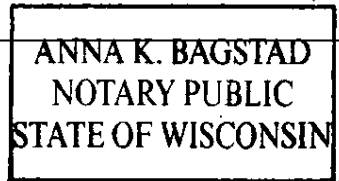
STATE OF WISCONSIN )

COUNTY OF MILWAUKEE ) SS  
)

I, Anna K. Bagstad, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Paul J. Hanson of **Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**, who is 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 he/she signed and delivered the said instrument as his/her own free and voluntary act and is the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21<sup>st</sup> day of June, 2018.

	Anna K. Bagstad Notary Public
My Commission Expires: October 30, 2018	



# UNOFFICIAL COPY

**PROPERTY ADDRESS:** 221 Columbus Drive, Chicago, Illinois

**PERMANENT INDEX NUMBERS:**

17-10-318-038-0000	17-10-400-019-0000
17-10-318-039-0000	17-10-400-020-0000
17-10-318-040-0000	17-10-400-021-0000
17-10-318-041-0000	17-10-400-022-0000
17-10-318-042-0000	17-10-400-023-0000
17-10-318-043-0000	17-10-400-024-0000
17-10-318-044-0000	17-10-400-025-0000
17-10-318-045-0000	17-10-400-027-0000
17-10-318-046-0000	17-10-400-028-0000
17-10-318-047-0000	17-10-400-036-0000
17-10-318-048-0000	17-10-400-037-0000
17-10-318-049-0000	17-10-400-038-0000
17-10-318-050-0000	17-10-400-039-0000
17-10-318-051-0000	17-10-400-040-0000
17-10-318-052-0000	
17-10-318-053-0000	
17-10-318-054-0000	
17-10-318-080-0000	
17-10-318-082-0000	
17-10-319-001-0000	
17-10-319-002-0000	

<p>This instrument was prepared by and upon recording return to:</p> <p>Joel M. Carlins and Associates, Ltd.  225 North Columbus Drive  Suite 225  Chicago, Illinois 60601  Attention: Kimberly J. Sharon</p>	
---	--

# UNOFFICIAL COPY

## EXHIBIT R-1

### PARCELS

LOTS 1, 1A, 2, 3, 3A, 3B, 3C, 3D, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 IN LAKESHORE EAST SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 4, 2003 AS DOCUMENT NO. 0030301045 WITH THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

1. TOGETHER WITH THAT PART OF THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 44.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF N. COLUMBUS DRIVE (AS SAID N. COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 5TH DAY OF JUNE 1972, AS DOCUMENT 21925615) SAID POINT BEING 461.18 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID E. RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 11TH DAY OF DECEMBER 1979, AS DOCUMENT 25276446) AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 160.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 90.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 160.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING [WHICH REPRESENTS THE PORTIONS OF PARCEL 2 AS DESIGNATED IN THE DECLARATION THAT CONSTITUTE PORTIONS OF THE COMED PARCELS]

2. TOGETHER WITH THAT PART OF VACATED N. FIELD BOULEVARD 116.00 FEET WIDE RIGHT OF WAY, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10,

# UNOFFICIAL COPY

TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE), A DISTANCE OF 110.41 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE SOUTHWARD EXTENSION OF SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 34.40 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 31 SECONDS WEST, A DISTANCE OF 22.63 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 52.76; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

3. TOGETHER WITH THAT PART OF VACATED N. FIELD BOULEVARD 116.00 FEET WIDE RIGHT OF WAY, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG SAID EAST LINE OF N. FIELD BOULEVARD (SAID N. FIELD BOULEVARD BEING HERE 60.00 FEET WIDE) A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH



# UNOFFICIAL COPY

85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 22.08 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE AS ESTABLISHED BY SAID LAKESHORE EAST SUBDIVISION; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 42.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 29 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 36 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 28.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

4. TOGETHER WITH THAT PART OF VACATED N. FIELD BOULEVARD 116.00 FEET WIDE RIGHT OF WAY, AS SAID N. FIELD BOULEVARD WAS ESTABLISHED BY THE PLAT OF LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PART OF N. FIELD BOULEVARD LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF N. FIELD BOULEVARD BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE, AS ESTABLISHED IN SAID LAKESHORE EAST SUBDIVISION WITH THE SOUTHERLY LINE OF E. WACKER DRIVE AS DEDICATED BY THE PLAT OF DEDICATION RECORDED DECEMBER 12, 1986 AS DOCUMENT 86597178; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 110.41 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 6.02 FEET TO AN INTERSECTION WITH A LINE 6.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE ON N. FIELD BOULEVARD, 60 FEET WIDE, AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 28.85 FEET; THENCE SOUTH 36 DEGREES 45 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF N. FIELD BOULEVARD, 116.00 FEET WIDE; THENCE SOUTH 00 DEGREE 06 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 17.01 FEET TO THE NORTHWEST CORNER OF LOT 13 IN SAID LAKESHORE EAST

# UNOFFICIAL COPY

SUBDIVISION; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST A DISTANCE OF 116.00 FEET TO THE NORTHEAST CORNER OF LOT 14 (SAID CORNER ALSO BEING ON THE WEST RIGHT OF WAY OF N. FIELD BOULEVARD, 116.00 FEET WIDE) IN SAID LAKESHORE EAST SUBDIVISION; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 17.04 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. FIELD BOULEVARD, A DISTANCE OF 12.00 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 22.63 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF N. FIELD BOULEVARD, 60.00 FEET WIDE; THENCE NORTH 00 DEGREE 06 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 34.40 FEET; THENCE SOUTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

5. TOGETHER WITH THE AREA ABOVE N. FIELD BLVD. BETWEEN LOTS 13 AND 14 OF SAID LAKESHORE EAST SUBDIVISION ON WHICH A PORTION OF AN UPPER LEVEL STREET IS LOCATED PURSUANT TO EASEMENT RIGHTS GRANTED BY THE CITY.
6. EXCLUDING AREAS DEDICATED TO THE CITY FOR PUBLIC STREETS.

PINs:

17-10-318-075-0000; 17-10-318-071-0000; 17-10-318-084-0000; 17-10-318-037-0000  
 17-10-318-072-0000; 17-10-318-073-0000; 17-10-318-074-0000; 17-10-318-068-0000  
 17-10-318-069-0000; 17-10-318-076-1001 through 1566 (Condo); 17-10-318-059-0000  
 17-10-318-067-0000; 17-10-318-061-0000; 17-10-318-081-0000; 17-10-318-080-0000  
 17-10-318-082-0000; 17-10-318-083-0000; 17-10-318-085-0000; 17-10-318-086-1001  
 through 1065 (Condo); 17-10-318-079-0000; 17-10-318-058-1001 through 1816 (Condo)  
 17-10-318-064-0000; 17-10-318-065-0000; 17-10-318-066-0000

17-10-319-001-0000; 17-10-319-002-0000

17-10-400-034-0000; 17-10-400-035-1001 through 1655 (Condo); 17-10-400-037-0000  
 17-10-400-038-0000; 17-10-400-039-0000; 17-10-400-040-0000; 17-10-400-036-0000  
 17-10-400-025-0000; 17-10-400-031-1001 through 1438 (Condo); 17-10-400-042-0000;  
 17-10-400-043-1001 through 1642 (Condo); 17-10-400-021-0000; 17-10-400-022-0000  
 17-10-400-023-0000; 17-10-400-028-0000

17-10-401-007-0000; 17-10-401-014-1001 through 1484 (Condo)

# UNOFFICIAL COPY

EXHIBIT 1-1

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

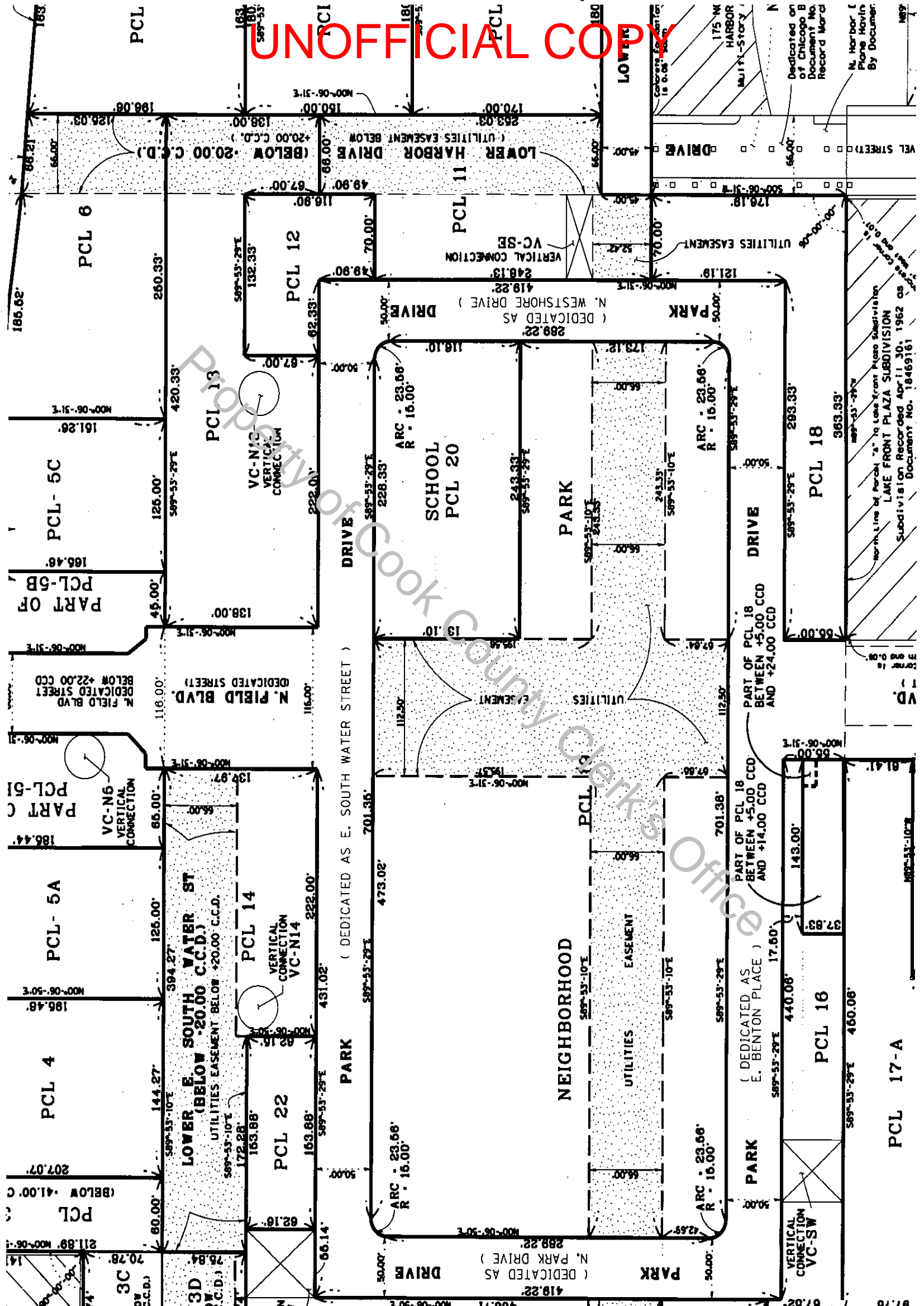
COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

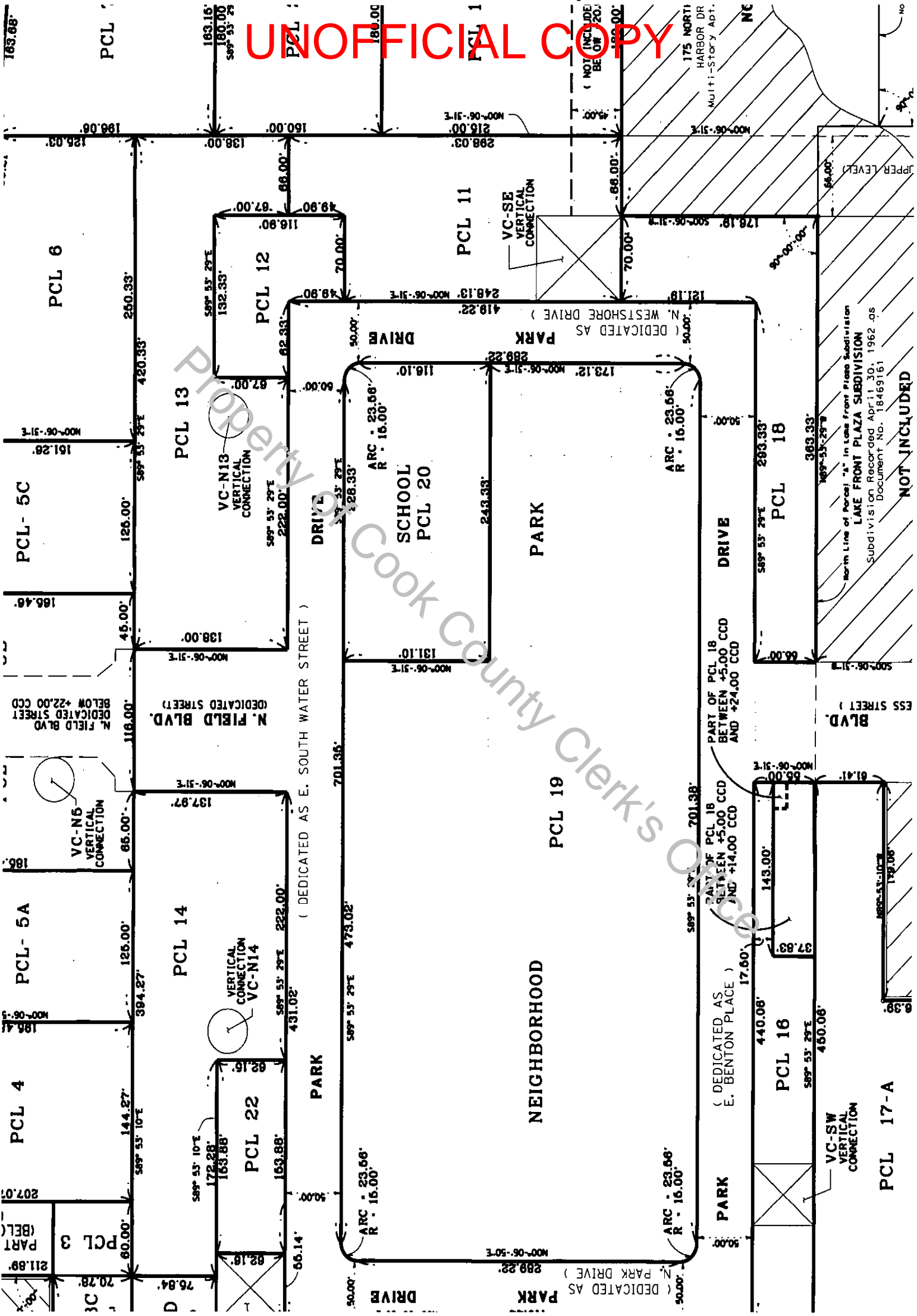
COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

UNOFFICIAL COPY



UNOFFICIAL COPY



NOT INCLUDED

North Line of Parcel 21 in Lake Front Plaza Subdivision  
 LAKE FRONT PLAZA SUBDIVISION  
 Subdivision Recorded April 30, 1962 as  
 Document No. 18469161

PCL 3  
 211.89'  
 20.78'  
 207.07'  
 60.00'  
 144.27'  
 58° 53' 10" E  
 185.44'  
 185'  
 185.46'  
 161.28'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 4  
 144.27'  
 58° 53' 10" E  
 394.27'  
 125.00'  
 65.00'  
 137.97'  
 100° 06' 51" E  
 118.00'  
 45.00'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 5A  
 185.44'  
 185'  
 185.46'  
 161.28'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 6  
 126.03'  
 186.00'  
 163.68'

PCL 7  
 207.07'  
 60.00'  
 144.27'  
 58° 53' 10" E  
 185.44'  
 185'  
 185.46'  
 161.28'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 8  
 185.44'  
 185'  
 185.46'  
 161.28'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 9  
 211.89'  
 20.78'  
 207.07'  
 60.00'  
 144.27'  
 58° 53' 10" E  
 185.44'  
 185'  
 185.46'  
 161.28'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 10  
 144.27'  
 58° 53' 10" E  
 394.27'  
 125.00'  
 65.00'  
 137.97'  
 100° 06' 51" E  
 118.00'  
 45.00'  
 125.00'  
 58° 53' 29" E  
 420.33'  
 250.33'  
 126.03'  
 186.00'  
 163.68'

PCL 11  
 126.03'  
 186.00'  
 163.68'

PCL 12  
 126.03'  
 186.00'  
 163.68'

PCL 13  
 126.03'  
 186.00'  
 163.68'

PCL 14  
 126.03'  
 186.00'  
 163.68'

PCL 15  
 126.03'  
 186.00'  
 163.68'

PCL 16  
 126.03'  
 186.00'  
 163.68'

PCL 17-A  
 126.03'  
 186.00'  
 163.68'

PCL 18  
 126.03'  
 186.00'  
 163.68'

PCL 19  
 126.03'  
 186.00'  
 163.68'

PCL 20  
 126.03'  
 186.00'  
 163.68'

PCL 21  
 126.03'  
 186.00'  
 163.68'

PCL 22  
 126.03'  
 186.00'  
 163.68'

PCL 23  
 126.03'  
 186.00'  
 163.68'

PCL 24  
 126.03'  
 186.00'  
 163.68'

PCL 25  
 126.03'  
 186.00'  
 163.68'

PCL 26  
 126.03'  
 186.00'  
 163.68'

PCL 27  
 126.03'  
 186.00'  
 163.68'

PCL 28  
 126.03'  
 186.00'  
 163.68'

PCL 29  
 126.03'  
 186.00'  
 163.68'

PCL 30  
 126.03'  
 186.00'  
 163.68'

PCL 31  
 126.03'  
 186.00'  
 163.68'

PCL 32  
 126.03'  
 186.00'  
 163.68'

PCL 33  
 126.03'  
 186.00'  
 163.68'

PCL 34  
 126.03'  
 186.00'  
 163.68'

PCL 35  
 126.03'  
 186.00'  
 163.68'

PCL 36  
 126.03'  
 186.00'  
 163.68'

PCL 37  
 126.03'  
 186.00'  
 163.68'

PCL 38  
 126.03'  
 186.00'  
 163.68'

PCL 39  
 126.03'  
 186.00'  
 163.68'

PCL 40  
 126.03'  
 186.00'  
 163.68'

PCL 41  
 126.03'  
 186.00'  
 163.68'

PCL 42  
 126.03'  
 186.00'  
 163.68'

PCL 43  
 126.03'  
 186.00'  
 163.68'

PCL 44  
 126.03'  
 186.00'  
 163.68'

PCL 45  
 126.03'  
 186.00'  
 163.68'

PCL 46  
 126.03'  
 186.00'  
 163.68'

PCL 47  
 126.03'  
 186.00'  
 163.68'

PCL 48  
 126.03'  
 186.00'  
 163.68'

PCL 49  
 126.03'  
 186.00'  
 163.68'

PCL 50  
 126.03'  
 186.00'  
 163.68'

PCL 51  
 126.03'  
 186.00'  
 163.68'

PCL 52  
 126.03'  
 186.00'  
 163.68'

PCL 53  
 126.03'  
 186.00'  
 163.68'

PCL 54  
 126.03'  
 186.00'  
 163.68'

PCL 55  
 126.03'  
 186.00'  
 163.68'

PCL 56  
 126.03'  
 186.00'  
 163.68'

PCL 57  
 126.03'  
 186.00'  
 163.68'

PCL 58  
 126.03'  
 186.00'  
 163.68'

PCL 59  
 126.03'  
 186.00'  
 163.68'

PCL 60  
 126.03'  
 186.00'  
 163.68'

PCL 61  
 126.03'  
 186.00'  
 163.68'

PCL 62  
 126.03'  
 186.00'  
 163.68'





UNOFFICIAL COPY

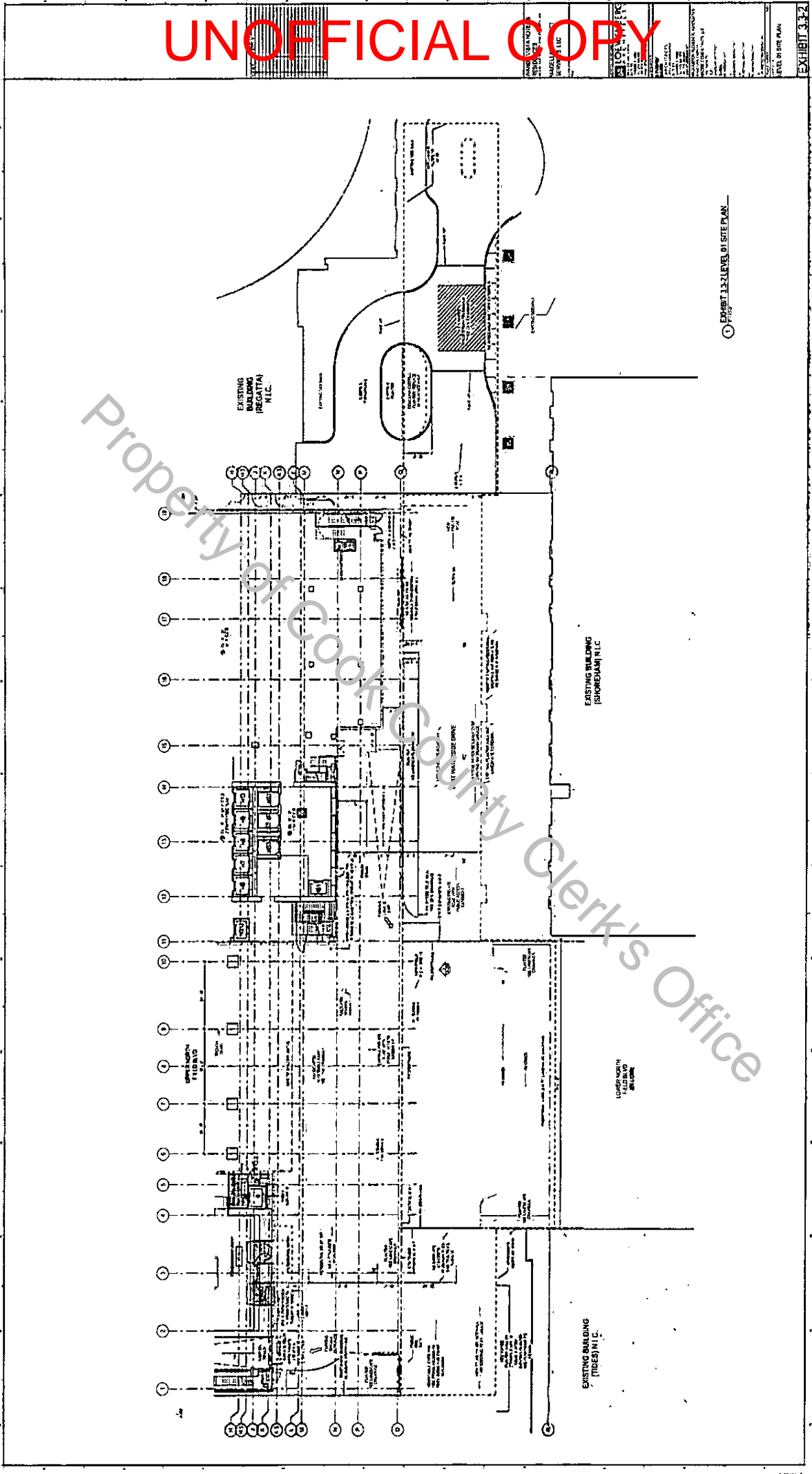


EXHIBIT 3.3.2 LEVEL 01 SITE PLAN

EXHIBIT 3.3.2



# UNOFFICIAL COPY

EXHIBIT 3.3-2B

PAGE 1 OF 4

APRIL 19, 2018



## OLIN

### MEMORANDUM

---

TO: Kathy Schaack, Magellan Development Group

PROJECT: Lakeshore East Building C Wanda Vista Tower  
OLIN Project #1454

SUBJECT: Buffer Planting - Tides and Shoreham

SUBMITTED BY: Zoe Boothe-Jarrett

DATE: 23 October 2017

COPIES TO: Matt Shoap, bKL Architecture  
Jessica Henson, OLIN  
Michael Steinlage, OLIN  
File

---

The goal of the proposed plantings along the façades of the Tides and Shoreham buildings is to prevent light from the vehicles on the Vista Tower site from shining into the lower windows of the adjacent dwellings. The proposed planting design comprises a variety of hardy evergreen species that have been selected to achieve the desired screening effect. One of the following installation strategies may be used to try and achieve the desired result:

The plantings can be installed at a smaller size in 2018 where they can mature in place, achieving the goal of obstructing headlights in 2 years' time. Alternatively, the plantings can be installed at a larger size in 2020, seeking to immediately achieve the desired screening effect. The growth of these plants will largely be determined by the water, soil, temperature, and weather conditions surrounding them. In addition, the proposed plants will be planted in existing soils that we have not specified or done testing on, which may lead to a variation in the amount of time the plants take to reach the desired height. The planting's success in blocking the headlights in the desired amount of time will be based on them receiving proper care throughout their life.

Both of the above options achieve the desired shrub heights and massing to meet the goal of blocking vehicular lights within their respective time frames.

**bKL note: Project specifications for planting require the contractor to maintain all plants for 1 year after substantial completion. Large trees have a 2 year requirement.**

---

END OF MEMORANDUM

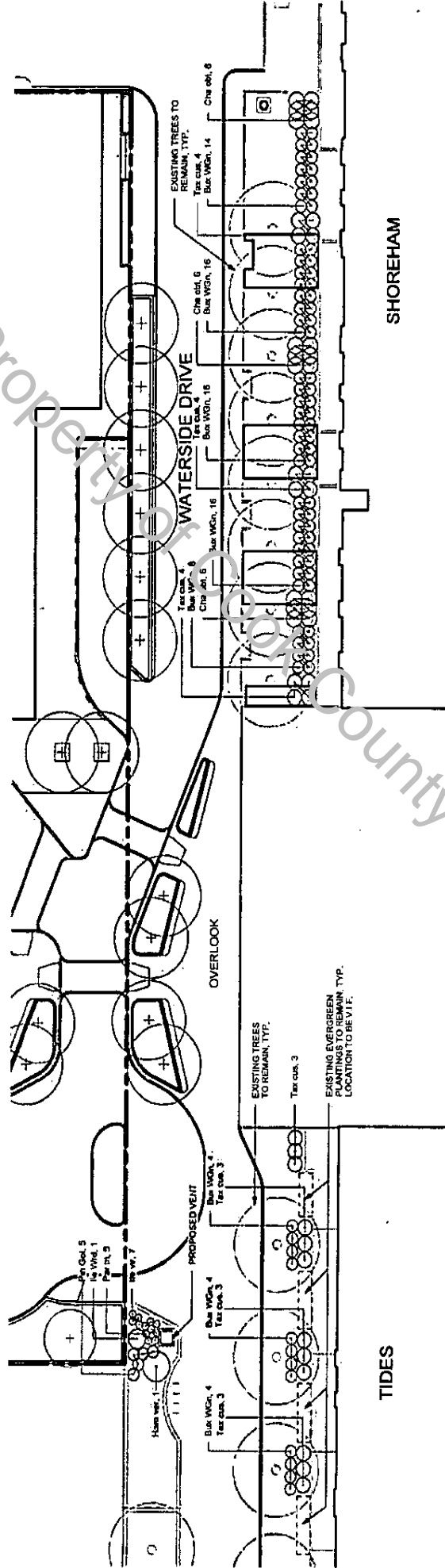
1454-MEMO-Tides and Shoreham Planting-171017.docx

# UNOFFICIAL COPY

OLIN  
180 SOUTH BOWEN ROAD, SUITE 100  
MOUNTAIN VIEW, TEXAS 76150  
PHONE: 817.416.1111  
WWW.OLININC.COM  
OLIN LANDSCAPE ARCHITECTURE, L.P.  
DALLAS, TEXAS

TIDES AND SHOREHAM - SHRUB PLANTING PLAN  
LSK - 023.1  
10/24/2017  
SCALE: 1" = 20'-0"

EXHIBIT 3.3-2B  
PAGE 2 OF 4  
APRIL 19, 2018



SHOREHAM

TIDES

TREE AND SHRUB PLANTING SCHEDULE - TIDES SHOREHAM

PLANT SCIENTIFIC NAME	PLANT COMMON NAME	PLANT CODE NAME	PLANTING SIZE - INSTALL 2018	PLANTING SIZE - INSTALL 2020	COUNT	PLANT COMMENTS
<i>Buxus microphylla</i> var. <i>laevica</i>	Wintergreen Boxwood	BUX WGN	3 gal	15 gal	82	
<i>Chamaecyparis obtusa</i> 'Nana Gracilis'	Nana False Cypress	Cha obt	3 gal	15 gal	18	
<i>Hamamelis vernalis</i>	Osark Witch Hazel	Hann ver	5'-6" Ht.	5'-6" Ht.	1	
<i>Ilex verticillata</i> 'Winter Red'	Winterberry female	Ile Wrd	15 gal	15 gal	7	
<i>Ilex verticillata</i> 'Mortoni'	Winterberry male	Ile Wrd	15 gal	15 gal	7	
<i>Parthenocissus vitacea</i>	Virginia Sweetstair	Par it	3 gal	15 gal	5	
<i>Pinus mugo</i> 'Goldspire'	Goldspire Mugo Pine	Pin Gul	1 gal	15 gal	5	
<i>Pinus mugo</i> 'Aurea nana'	Japanese Yew	Pin Gul	5'-6" Ht.	8'-8" Ht.	5	
<i>Taxus cuspidata</i>	Japanese Yew	Tax cus	3 gal	15 gal	24	

LEGEND

- PROPOSED SHRUB AREAS FOR REMOVAL. LOCATIONS TO BE V.I.F.
- EXISTING SHRUBS TO REMAIN
- PROPERTY LINE
- PROPOSED TREE
- EXISTING TREE
- PROPOSED SHRUBS
- EXISTING SHRUB AREAS FOR REMOVAL. LOCATIONS TO BE V.I.F.
- EXISTING SHRUBS TO REMAIN

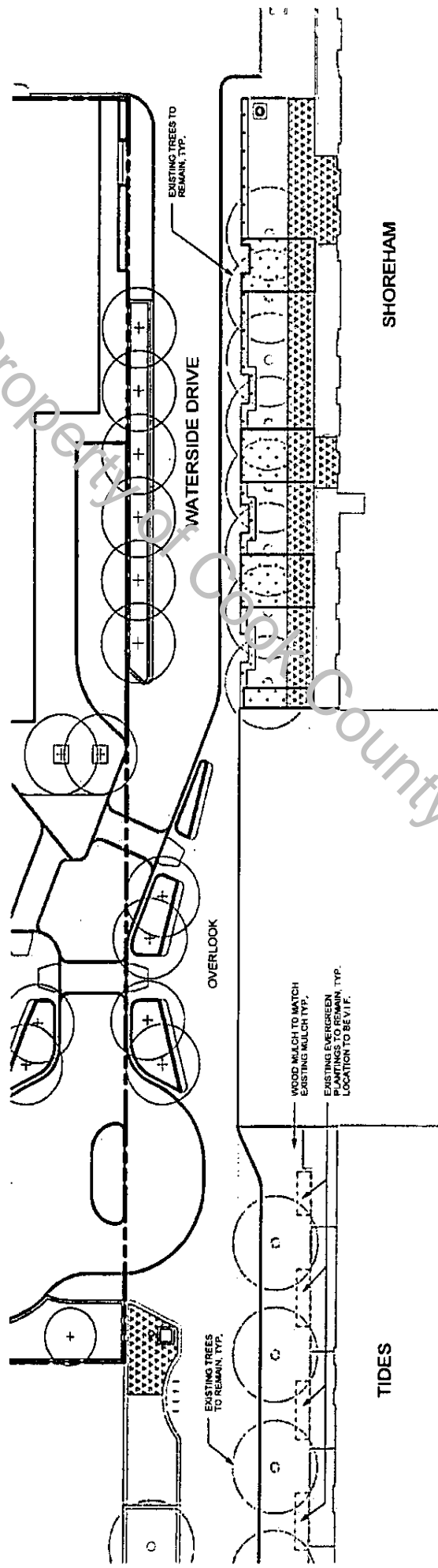
LSK - 023.1 TIDES AND SHOREHAM - SHRUB PLANTING PLAN  
1/24

# UNOFFICIAL COPY

LANDSCAPE ARCHITECTURE (VIRGINIA REG. NO. 17468)  
 OLI  
 150 NORTH BRIDLE PATH SUITE 100  
 FARMERSVILLE, VA 22434  
 TEL: 540.826.1700 FAX: 540.826.1001  
 WWW.OLIARCHITECTURE.COM  
 OLI ARCHITECTURE, LTD.

TIDES AND SHOREHAM - GROUND COVER PLANTING PLAN  
 LSK - 023.2  
 10/24/2017  
 SCALE: 1" = 20'-0"

EXHIBIT 3.3.2B  
 PAGE 3 OF 4  
 APRIL 19, 2018



SHOREHAM

TIDES

GROUND COVER PLANTING SCHEDULE - TIDES SHOREHAM					
PLANT	AREA	SIZE	SPACING	TOTAL COUNT	NOTES PLANTING
Fraxinus americana	1976 SF	1 qt.	12' o.c.	2204	
Turf Sod	1043 SF			0	

**LEGEND**

- PROPERTY LINE
- FRAXINUS AMERICANA
- TURF SOD
- EXISTING SHRUB AREAS FOR REMOVAL; LOCATIONS TO BE V.I.F.
- EXISTING SHRUBS TO REMAIN

Property of Giles County Clerk's Office



# UNOFFICIAL COPY

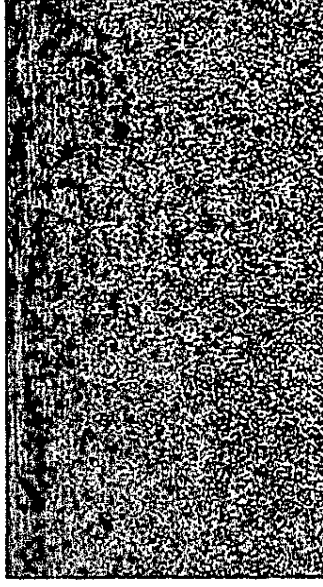
EXHIBIT 3 3-26  
PAGE 4 OF 4  
APRIL 19, 2019



*Chamaecyparis obtusa* 'Nana Gracilis' - Hanoki False Cypress



*Ilex verticillata* 'Winter Red' - Winterberry Holly



Turf Sod



*Taxus cuspidata* 'Aureacens' - Japanese Yew



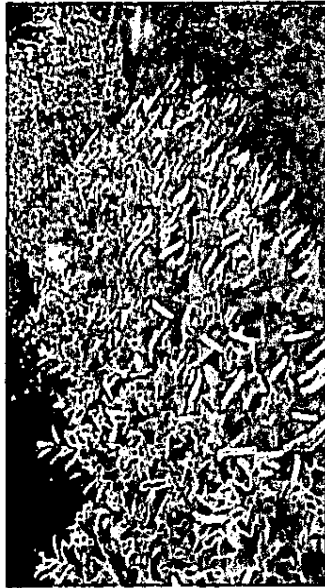
*Pinus mugo* 'Goldspire' - Goldspire Mugo Pine



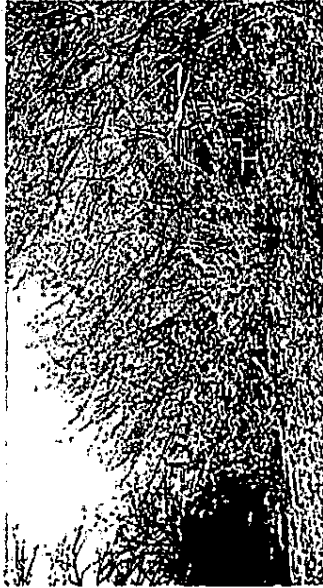
*Eutheronocissus tricuspidata* - Boston Ivy



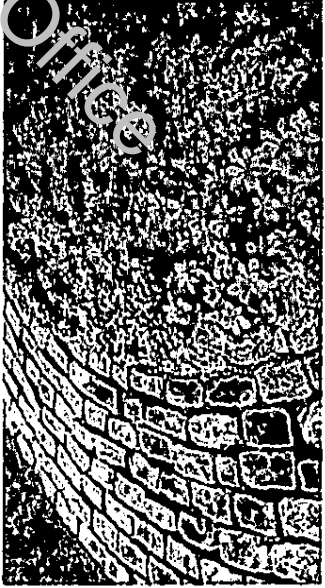
*Buxus microphylla* var.  *japonica* 'Wintergreen' - Wintergreen Boxwood



*Itea virginica* 'Morton' - Virginia Sweetspire



*Hammamelis vernalis* - Ozark Witch Hazel



*Pachysandra procumbens* - Allegheny Spurge

# UNOFFICIAL COPY

EXHIBIT 3.3-3

SCOOP AND MAINTENANCE AREA

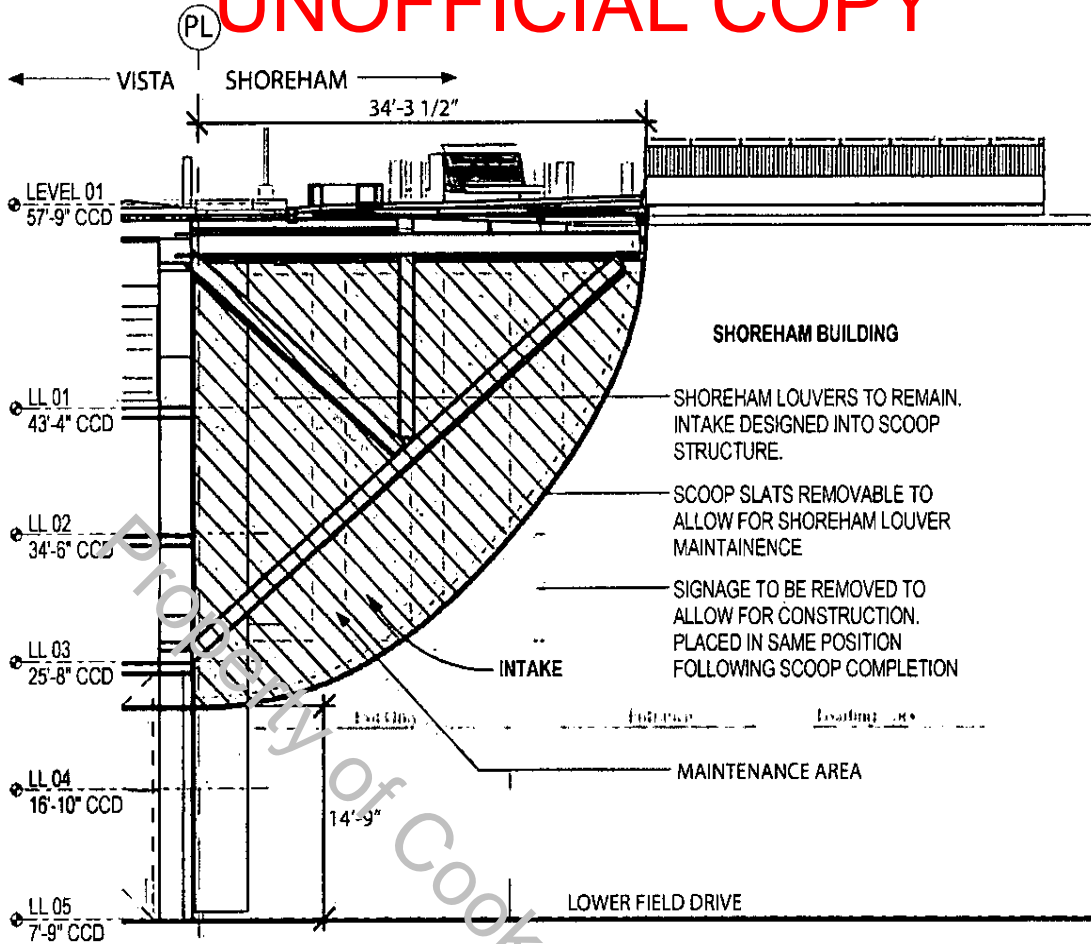
COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

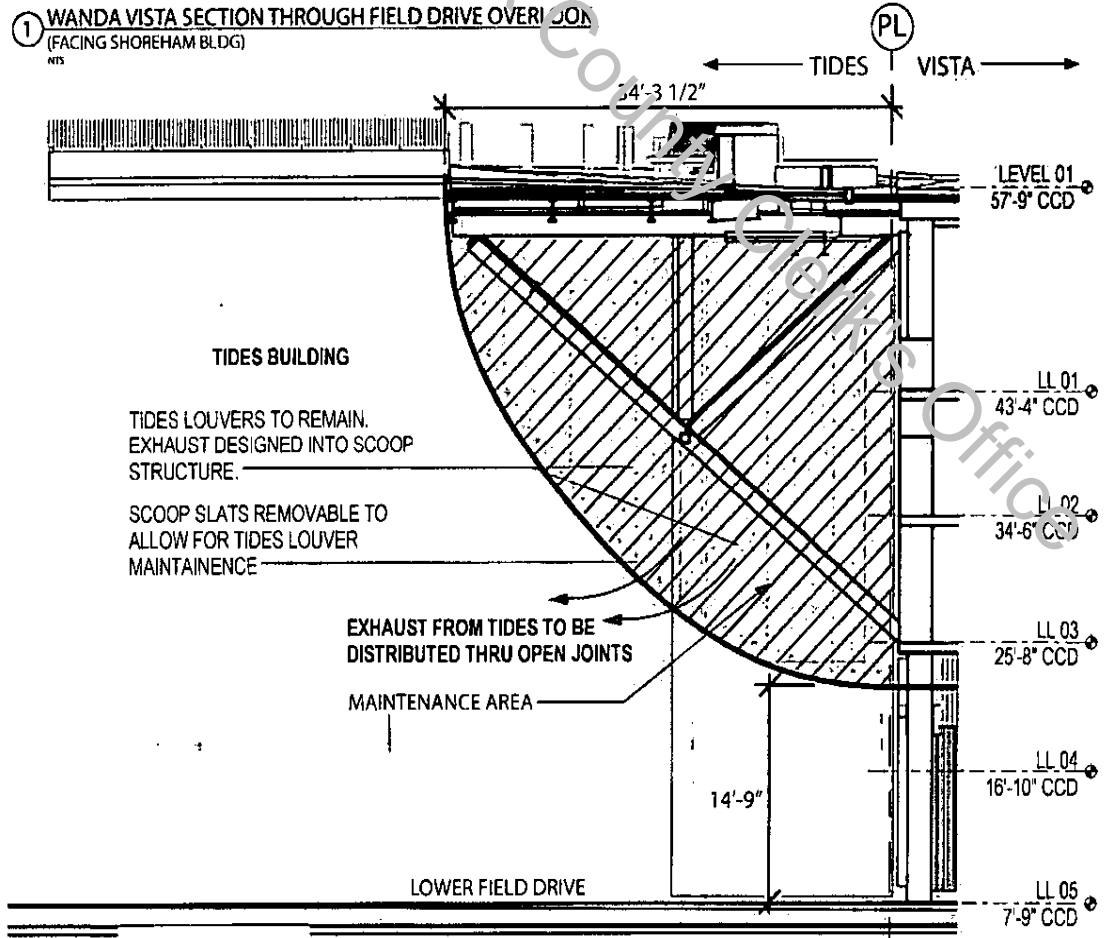
COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS

# UNOFFICIAL COPY



① WANDA VISTA SECTION THROUGH FIELD DRIVE OVERLOOK (FACING SHOREHAM BLDG)



② WANDA VISTA SECTION THROUGH FIELD DRIVE OVERLOOK (FACING TIDES BLDG)

# UNOFFICIAL COPY

EXHIBIT 3.3-4

GARAGE WALLS EXPANSION JOINTS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS



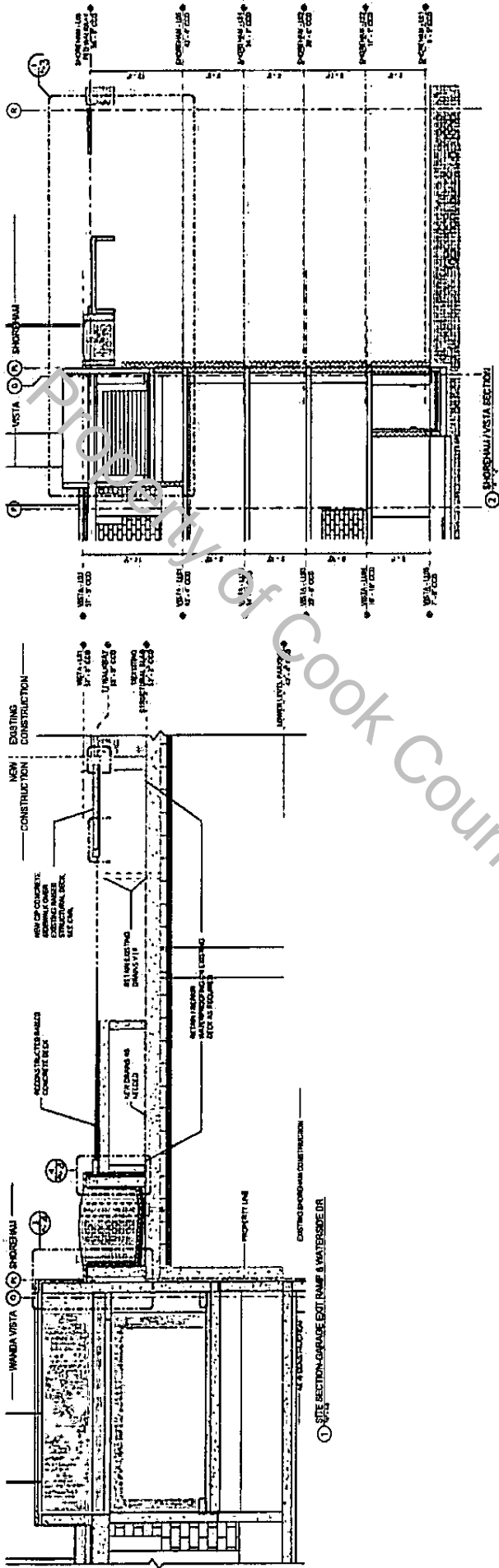




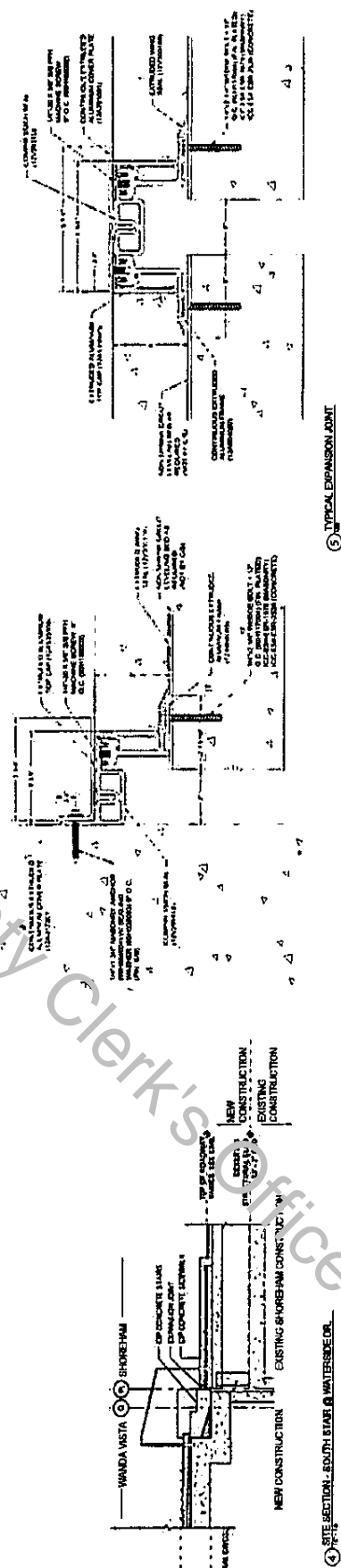


# UNOFFICIAL COPY

EXHIBIT 3.3-4  
PAGE 3 OF 4



① SITE SECTION - GRADE EXIST. RAMF. & WATERSEIDE DR.



⑤ TYPICAL EXPANSION JOINT

## SHOREHAM DETAILS

WANDA VISTA  
WANDA COUNTY  
© 2017 MCL, A WANDA LLC

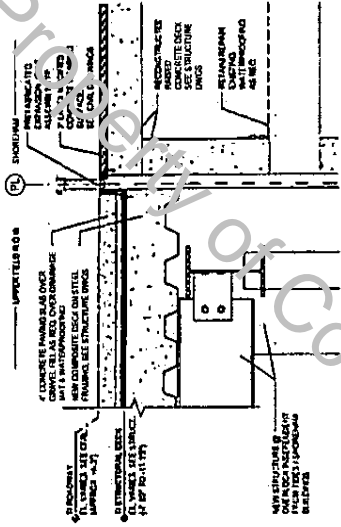
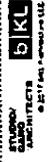
Wanda Vista  
Hotel & Residences

WANDA COUNTY  
MAGELLAN  
WANDA COUNTY

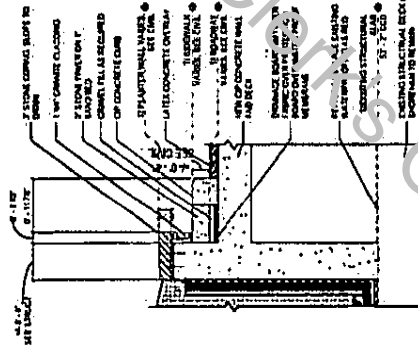
# UNOFFICIAL COPY

EXHIBIT 3.3-4  
PAGE 4 OF 4

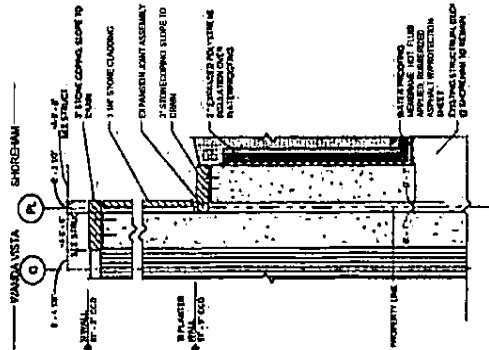
## SHOREHAM DETAILS



① SHOREHAM / OVERLOCK CONNECTION



④ PLASTER AND CHAIR ROPE AT WATERSIDE DR.



③ RAMP WALL / PLASTER & WATERSIDE DR.

Wanda Vista  
Hotel & Residences

