

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Richard Klawiter  
DLA Piper LLP (US)  
444 West Lake Street  
Chicago, Illinois 60606



Doc# 1933906295 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/05/2019 03:51 PM PG: 1 OF 16

This space reserved for Recorder.

AGREEMENT REGARDING ZONING AND AIR RIGHTS

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488.7 ALND

THIS AGREEMENT REGARDING ZONING AND AIR RIGHTS (this "Agreement") is made and entered into as of the 4th day of December, 2019 (the "Effective Date") by and between RANDOLPH HALSTED LLC a Delaware limited liability company, and MADMORG RH LLC, a Delaware limited liability company (collectively, "Parcel A Owner"), and CHICAGO TITLE LAND TRUST COMPANY, as Trustee of Land Trust No. 132632 under a Trust Agreement dated April 7, 2004 ("Parcel B Owner"; Parcel A Owner and Parcel B Owner are sometimes referred to in singular as "Owner" and in plural as "Owners").

RECITALS:

A. Parcel A Owner is the fee simple owner of the parcel of real estate containing approximately 65,376 square feet, commonly known as 725 W Randolph/724 W Washington/105 N Halsted and legally described on Exhibit A attached hereto ("Parcel A").

B. Parcel B Owner is the fee simple owner of the parcel of real estate containing approximately 9,362 square feet, commonly known as 737 W Randolph and legally described on Exhibit B attached hereto ("Parcel B"; Parcel A and Parcel B are sometimes referred to in singular as "Parcel" and in plural as "Parcels").

C. Of even date herewith, Parcel A Owner has acquired by deed from Parcel B Owner an air rights parcel above Parcel B, legally described on Exhibit C attached hereto (the "Air Rights Parcel"). The Air Rights Parcel is part of Parcel A described above.

D. Parcel B and portions of Parcel A comprise all land, exclusive of public streets and rights-of-way, located within Planned Development No. 1230, approved by the City Council of the City of Chicago (the "City") on July 25, 2018, as the same may be hereafter amended and modified from time to time in conformance with this Agreement (the "PD"). Parcel A Owner

S N  
P 16  
S 15P  
M =  
SC V  
E =  
INT

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intends to seek zoning changes, planned development approval and other necessary or appropriate land use and construction approvals (collectively, "**Parcel A Project Approvals**") to allow construction, use and operation of one or more high-rise buildings containing hotel, residential, retail, commercial, parking and other uses (or any other use, reuse, development or redevelopment of Parcel A from time to time in Parcel A Owner's sole discretion, the "**Parcel A Project**").

E. In terms of zoning, the Owners desire to: (i) designate the Parcels collectively as a single "zoning lot" as defined in the Chicago Zoning Ordinance, Title 17 of the Municipal Code, in effect as of the Effective Date (the "**Zoning Ordinance**"); (ii) set forth zoning control rights and responsibilities between the Owners and specifically allow Parcel A Owner to seek Parcel A Project Approvals without further approval or consent of Parcel B Owner, subject to certain protections in favor of Parcel B Owner as set forth herein; and (iii) allocate and transfer the Allocated Zoning Rights (as defined herein) to Parcel A for the Parcel A Project.

F. The Owners further desire to set forth certain other agreements, easements, covenants and conditions regarding Parcel A Owner's use and enjoyment of the Air Rights Parcel.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable and mutual consideration, the adequacy and receipt of which are hereby acknowledged, the Owners agree as follows:

1. Incorporation. The foregoing recitals and all exhibits attached hereto are incorporated herein as if fully set forth in this Section 1.

2. Permitted Use of Parcels; Permits. Subject to all other terms and provisions of this Agreement, each Owner shall have the right, without further consent or authorization from the other Owner, to occupy, use, operate, maintain, renovate, repair, demolish, develop and redevelop its Parcel and the improvements located thereon from time to time, and to seek and obtain any and all permits, licenses, authorizations and approvals for the same.

3. Zoning Control.

(a) Parcel A Owner is hereby designated as the sole zoning control party with respect to Parcel A for purposes of Section 17-8-0400 of the Zoning Ordinance. In addition, Parcel A Owner is hereby authorized, without further consent or approval from Parcel B Owner, and on behalf of Parcel B Owner, to seek any and all Parcel A Project Approvals including, without limitation, amendments and minor changes to the PD including and affecting both of the Parcels, provided that no Parcel A Project Approval shall cause the existing improvements on or uses of Parcel B to become nonconforming under the Zoning Ordinance.

(b) Subject to all other terms and provisions of this Agreement (including, without limitation, subsection "(a)" above and Sections 4 and 6 below), Parcel B Owner shall be considered the sole zoning control party with respect to Parcel B for purposes of Section 17-8-0400 of the Zoning Ordinance and, as such, Parcel B Owner may seek, without further consent or approval from Parcel A Owner, and on behalf of Parcel A Owner, such changes to the PD and

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other zoning approvals applicable solely to Parcel B that, if approved, would not: (i) cause improvements on or uses of Parcel A to become nonconforming under the Zoning Ordinance; (ii) reduce or diminish the Allocated Development Rights or other rights enjoyed by Parcel A Owner under the PD; or (iii) otherwise be inconsistent or in conflict with the terms and provisions of this Agreement.

(c) Where an Owner (a “**Requesting Owner**”) is authorized to seek zoning changes and other zoning approvals hereunder (including, without limitation, Parcel A Project Approvals), the other Owner shall reasonably cooperate with the Requesting Owner in obtaining such approvals. Such other Owner shall, within ten (10) days after written request to do so by the Requesting Owner, execute such instruments, agreements, writings, documents and/or applications as may be necessary or appropriate to seek or obtain such approvals. Without limiting the foregoing, the Owners specifically acknowledge that in connection with applications for zoning changes and other zoning approvals, the City may require duly completed and executed economic disclosure statements of both Owners and their direct and indirect beneficiaries, and the other Owner shall provide such statements (and any required recertifications thereof) within ten (10) days after written request from the Requesting Owner. The other Owner shall further promptly cure any deficiencies identified by the City in its economic disclosure statements.

#### 4. Allocation of Development Rights to Parcel A.

(a) Except for those development rights currently used by the existing buildings on Parcel B on the Effective Date, all development rights (including, without limitation, FAR floor area and dwelling units) allowable on the Parcels pursuant to the Zoning Ordinance, a PD or any other land use regulation applicable to the Parcels from time to time (collectively, the “**Allocated Development Rights**”) are hereby permanently and exclusively allocated to Parcel A for the Parcel A Project. The Allocated Development Rights specifically include, without limitation, all development rights (including, without limitation, FAR floor area and dwelling units) hereafter created for, or added to, the Parcels as a result of any Parcel A Project Approvals.

(b) Any PD amendment sought by Parcel A Owner shall reserve development rights for Parcel B in an amount equal to the development rights currently used by the existing buildings on Parcel B on the Effective Date, such that Parcel B Owner may redevelop Parcel B with new buildings and improvements containing up to, but not more than, the development rights used by such existing buildings. For sake of clarity, the existing buildings and improvements on Parcel B contain no dwelling units and are estimated to contain 29,022 square feet of FAR floor area (equating to a FAR of 3.10 given Parcel B’s net site area of 9,362 sf).

5. Compliance with Zoning; Violations. Neither Owner shall cause or permit any condition or circumstance that would violate or be inconsistent with the Zoning Ordinance or any Parcel A Project Approval or would cause the other Parcel or the improvements or uses thereon to become nonconforming thereunder. Any Owner causing any such condition or circumstance shall promptly take such action as may be necessary to cause such condition or circumstance to be cured, corrected, removed or resolved. Upon receipt of any correspondence from the City or any of its agencies which relates in any way to the other Owner’s compliance (or lack of

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compliance therewith) with the Zoning Ordinance or any Parcel A Project Approval, the Owner receiving such correspondence shall promptly provide a copy to the other Owner.

6. Restrictive Covenant Regarding Use and Enjoyment of the Air Rights Parcel. The Air Rights Parcel is located over Parcel B, and undesirable uses of the Parcel B have the potential to adversely impact Parcel A Owner's use and enjoyment of Parcel A including the Air Rights Parcel. Accordingly, Parcel B Owner shall not cause or permit (i) any encroachments of buildings, improvements, fixtures or equipment into the Air Rights Parcel, or (ii) the emission of smoke, fumes, emissions, excessive noise or direct light into the Air Rights Parcel other than that associated with ordinary and typical restaurant and retail use of Parcel B. Without limiting any other rights and remedies provided for in this Agreement, Parcel A Owner shall have the right, upon thirty (30) days' prior written notice to Parcel B Owner, to enter onto Parcel B to exercise rights of self-help to remove any encroachment or remedy any condition prohibited by this Section, except where such encroachment or condition threatens or causes an immediate, material and adverse effect on Parcel A Owner's use and enjoyment of Parcel A including the Air Rights Parcel, in which case only ten (10) days' prior written notice shall be required. Nothing herein shall be construed so as to prohibit Parcel B Owner from using, operating, maintaining, repairing, and replacing the equipment existing on the roofs of the buildings on Parcel B on the Effective Date and installing such additional equipment as reasonably necessary to service Parcel B and the requirements of Parcel B occupants. In no event shall such additional equipment extend into the Air Rights Parcel.

7. Easements in Favor of Parcel A Owner. Parcel B Owner hereby grants to Parcel A Owner, for the benefit of Parcel A, permanent, irrevocable, non-exclusive easements (a) upon the roofs of, and in the air space above, the buildings and improvements constructed on Parcel B from time to time for purposes of access to, and construction and maintenance of, buildings and improvements on Parcel A, and (b) in and to the airspace located between the lower limit of the Air Rights Parcel and the roofs of the buildings and improvements constructed on Parcel B from time to time for light, air and view preservation. In connection therewith, Parcel A Owner may use such roofs for temporary placement and staging of light, non-powered equipment used for ordinary maintenance such as façade maintenance and window-washing. In no event shall Parcel A Owner use such roofs in any manner that causes damage to the buildings and improvements on Parcel B or disrupts Parcel B Owner's use and enjoyment thereof. Parcel A Owner shall promptly repair any damage to the buildings and improvements on Parcel B resulting from Parcel A Owner's (or its contractors') use of the easements described herein.

8. Enforcement of Agreement. The terms of this Agreement are special and unique. Damages may not be adequate compensation in the event of any breach or default by an Owner. Accordingly, in the event of any actual or threatened breach by an Owner of any of the agreements or restrictions contained herein, each other Owner shall be entitled to injunctive or other appropriate relief compelling performance of the terms hereof or restraining any action in violation of the terms hereof provided that nothing contained herein shall be construed as prohibiting the non-breaching Owners from pursuing any other available remedies, including the recovery of damages, and all such rights are herein expressly reserved, excluding, however, consequential, special or punitive damages. In any suit, action or proceeding initiated under or by reason of this Agreement, the prevailing Owner(s) therein shall be entitled to reimbursement

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from the non-prevailing Owner(s) for all costs and expenses, including, without limitation, court costs, expert witness fees and reasonable attorneys' fees and expenses, incurred or sustained by the prevailing Owner(s) in connection with such suit, action or proceeding.

9. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or one (1) business day after delivery to the overnight delivery service for next business day delivery, or five (5) business days after deposit in the mail if delivered by United States Mail. The addresses for notices given pursuant to this Agreement shall be as follows:

If to Parcel A Owner:                     Randolph Halsted LLC  
    350 W. Hubbard St.  
    Suite 300  
    Chicago, IL 60654  
    Attention: Curt Bailey & Kimberlie Pearlman

With a copy to:                                 DLA Piper LLP (US)  
    444 West Lake Street, Suite 900  
    Chicago, IL 60606  
    Attention: Rich Klawiter & Katie Jahnke Dale

If to Parcel B Owner:                     GB Property Management  
    125 N. Halsted, Suite 103  
    Chicago, IL 60651  
    Attention: Gregory Berkowitz

GF Randolph LLC  
 595 Ravinia Road  
 Highland Park, IL 60035  
 Attention: Kimberly Sommers

With a copy to:                                 Thomas W. Drexler  
    221 N. LaSalle Street, Suite 1600  
    Chicago, IL 60601

Upon notice to the other Owner, each Owner is authorized to duly execute and record supplements to this Agreement for the limited purpose of updating its notice address.

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10. Modifications. Except supplements limited to updating mailing addresses as authorized by Section 9 above, this Agreement can only be amended, changed, modified or supplemented by written instrument duly executed by both Owners and recorded in the office of the Cook County Recorder of Deeds.

11. Agreement Runs with the Land; Successors and Assigns. This Agreement (including, without limitation, all covenants, conditions, restrictions and easements herein) shall run with the land and shall inure to the benefit of, and be binding upon, the Owners and their respective successors and assigns.

12. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

13. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity, by judgment or court order shall in no way affect any of the other provisions hereof, or the application hereof to any other person or entity or circumstances and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14. Applicable Law. This Agreement is performable in the State in Illinois and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of Illinois.

15. No Third-Party Beneficiaries. No provisions of this Agreement, express or implied, are intended or shall be construed to confer upon or give to any person or entity other than the Owners (and their successors and assigns), any rights, remedies or other benefits under or by reason of this Agreement unless otherwise expressly and specifically provided herein.

16. Term. This Agreement shall continue in effect in perpetuity.

17. Indemnification. Each Owner (an "**Indemnifying Owner**") agrees to indemnify, defend and hold harmless the other Owner and its members, managers, officers, and employees from and against any claims, damages, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising from or in connection with the Indemnifying Owner's violation of or failure to comply with the provisions of this Agreement.

18. Limitation of Personal Liability. The enforcement of any rights or obligations contained in this Agreement against any Owner shall be limited to the interest of such Owner in the Parcel owned by such Owner. No judgment against any Owner shall be subject to execution on, or be a lien on, any assets of such Owner other than that Owner's interest in its Parcel.

19. Agreement Shall Continue Notwithstanding Breach. No breach or default by an Owner shall entitle the other Owner to cancel, rescind or otherwise terminate this Agreement; however, such limitation shall not affect, in any manner, any other rights or remedies that an Owner may have under this Agreement by reason of any such breach.

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20. No Waiver. The failure of an Owner to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that such Owner may have under this Agreement, whether at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

21. Estoppel Certificate. Each Owner shall, from time to time, within ten (10) days after written request from the other Owner, execute, acknowledge and deliver to the requesting Owner, a certificate (which may be relied upon for estoppel purposes only and shall not create any liability for damages) stating: (a) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying the modification agreements; (b) whether the certifying Owner has knowledge of any existing default hereunder by the requesting Owner and, if so, specifying the nature and extent of such default; and (c) such other matters as may be reasonably requested.

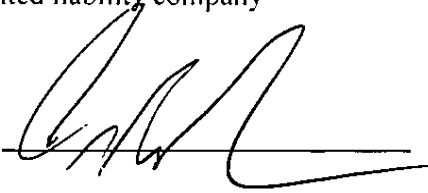
22. Multiple Titleholders of a Parcel. If title to a Parcel shall be divided, all fee titleholders of such Parcel shall be jointly and severally responsible with the other owners of such Parcel for the performance of the obligations of the owner of such Parcel, under this Agreement, but such fee-titleholders shall only act collectively through a single representative with authority to bind all such fee titleholders in respect of actions, decisions and consents under this Agreement, and the term "Owner" as used in this Agreement means all such fee titleholders collectively acting through such single representative.

[Signature Page Follows]

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

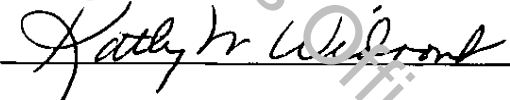
**RANDOLPH HALSTED LLC**, a Delaware limited liability company

By:   
Curt R. Bailey  
President

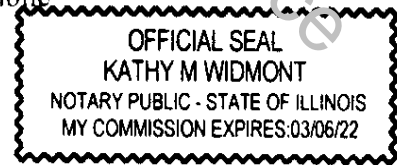
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK    )

I, Kathy Widmont, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CURT R. BAILEY, as President of Randolph Halsted LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that she signed and delivered said instruments as her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of 3rd day of December 2019.

  
Notary Public

My Commission Expires:  
3/6/22





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MADMORG RH LLC, a Delaware limited liability company

By:



Curt R. Bailey

President

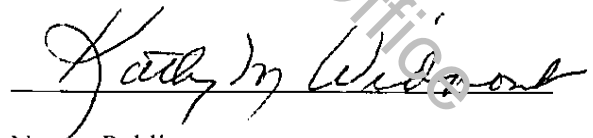
STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, KATHY WIDMONT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CURT R. BAILEY, as President of Madmorg RH LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that she signed and delivered said instruments as her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of 3rd day of DECEMBER 2019.



Notary Public

My Commission Expires:

3/6/22



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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**CHICAGO TITLE LAND TRUST COMPANY,  
AS SUCCESSOR TO LASALLE BANK  
NATIONAL ASSOCIATION, AS TRUSTEE  
UNDER TRUST AGREEMENT DATED  
APRIL 7, 2004 AND KNOWN AS TRUST  
NUMBER 132632, an Illinois trust**

By: [Signature]

Name: KELIA WYZYKOWSKI

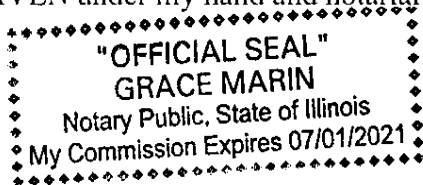
Title: VICE PRESIDENT



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 KELIA WYZYKOWSKI, as VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 7, 2004 AND KNOWN AS TRUST NUMBER 132632, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of 3rd day of December, 2019.



[Signature]  
Notary Public

My Commission Expires:

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## Exhibit A

### Parcel A

**PARCEL 1:**

LOTS 12, 13, 14, AND 15 IN BLOCK 68 IN CANAL TRUSTEES' SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO,

THE NORTH-SOUTH 16 FOOT WIDE VACATED ALLEY EAST OF AND ADJOINING LOT 12 IN BLOCK 68 OF CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 31, 1848, RE-RECORDED APRIL 9, 1872 AS DOCUMENT NUMBER 23136 AND RE-RECORDED SEPTEMBER 24, 1877 AS DOCUMENT NUMBER 151607, DESCRIBED AS FOLLOWS:

THE WEST 16 FEET OF LOT 11 IN AFORESAID BLOCK 68 IN CANAL TRUSTEES' SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF VACATED WEST COURT PLACE LYING WEST OF THE EAST LINE OF THE WEST 16 FEET OF LOT 11, EXTENDED SOUTH, AND LYING EAST OF THE EAST LINE OF NORTH HALSTED STREET, EXTENDED SOUTH, AND LYING SOUTH OF THE SOUTH LINE OF LOTS 12 THROUGH 18 INCLUSIVE IN SAID BLOCK 68 AND SOUTH OF AND ADJOINING LOT 5 IN ASSESSOR'S DIVISION OF LOT 19, 20 AND 21, ALL IN AFORESAID BLOCK 68 IN CANAL TRUSTEE'S SUBDIVISION.

ALSO,

LOTS 16, 17 AND 18 IN BLOCK 68 IN CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 32,514 SQUARE FEET OR 0.74 ACRES MORE OR LESS.

**PARCEL 2:****PARCEL A:**

THAT PART OF LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 32.00 FEET OF THE EAST 37.00 FEET OF SAID LOTS) IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +80.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

CONTAINING 4,975 SQUARE FEET OR 0.114 ACRES MORE OR LESS.

**PARCEL B:**

THE SOUTH 32.00 FEET OF THE EAST 37.00 FEET OF THAT PART OF LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +42.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,184 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

**PARCEL C:**

THAT PART OF LOTS 4 AND 5 (EXCEPT THE EAST 8.10 FEET OF SAID LOTS) IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +67.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,781 SQUARE FEET OR 0.063 ACRES MORE OR LESS.

**PARCEL D:**

THE EAST 8.10 FEET OF THAT PART OF LOTS 4 AND 5 IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

CONTAINING 422 SQUARE FEET OR 0.009 ACRES MORE OR LESS.

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## Exhibit A (continued)

**PARCEL 3:**

THAT PART OF LOT 26, WHICH LIES EAST OF A LINE, WHICH IS 151 FEET 4-1/8 INCHES (MEASURED ON THE NORTH LINE OF WASHINGTON STREET) EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH HALSTED STREET; ALSO, ALL OF LOTS 27 AND 28, AND LOT 29 (EXCEPT THAT PART OF SAID LOT 29, WHICH LIES EAST OF A LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE NORTH IN A STRAIGHT LINE, A DISTANCE OF 78.00 FEET TO A POINT, WHICH IS 1.02 FEET EAST OF THE WEST LINE OF SAID LOT 29; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH IN A STRAIGHT LINE, A DISTANCE OF 74.37 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 29, WHICH IS 6.39 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 29) ALL IN BLOCK 68 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 9,304 SQUARE FEET OR 0.22 ACRES MORE OR LESS.

**PARCEL 4:**

LOTS 22, 23, 24, 25 AND THAT PART OF LOT 26 WHICH LIES WEST OF A LINE, WHICH IS 151 FEET 4-1/8 INCHES (MEASURED ON THE NORTH LINE OF WASHINGTON STREET) EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH HALSTED STREET, IN BLOCK 68 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 23,058 SQ. FT. OR 0.53 ACRES MORE OR LESS.

TOTAL PROPERTY AREA: 74,738 SQ. FT. OR 1.72 ACRES MORE OR LESS.

Common Address: 723-729 West Randolph Street (Parcel 1)  
 731-735 West Randolph Street (Parcel 1)  
 Air rights over 737-741 West Randolph Street (Parcel 2)  
 724 West Washington Street (Parcel 3)  
 740 West Washington Street (Parcel 4)  
 Chicago, Illinois 60661

PINs: [17-09-327-001-0000] 17-09-328-014-0000  
 [17-09-327-002-0000] 17-09-328-015-0000  
 [17-09-327-003-0000]  
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## Exhibit B

### Parcel B

#### PARCEL A:

THAT PART OF LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 32.00 FEET OF THE EAST 37.00 FEET OF SAID LOTS) IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +80.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE SOUTH 32.00 FEET OF THE EAST 37.00 FEET OF THAT PART OF LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +42.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

#### PARCEL C:

THAT PART OF LOTS 4 AND 5 (EXCEPT THE EAST 8.10 FEET OF SAID LOTS) IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +67.00 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

#### PARCEL D:

THE EAST 8.10 FEET OF THAT PART OF LOTS 4 AND 5 IN ASSESSOR'S DIVISION OF LOTS 19, 20 AND 21 OF BLOCK 68 OF THE CANAL TRUSTEE'S SUBDIVISION OF LOTS AND BLOCKS IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +37.00 FEET CHICAGO CITY

# UNOFFICIAL COPY

DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY, IN COOK COUNTY, ILLINOIS.

**Property Address: 737-741 W. Randolph Street, Chicago, IL 60661 aka 125 N. Halsted Street, Chicago, IL 60661**

**Permanent Tax Number: 17-09-327-001-0000; 17-09-327-002-0000; 17-09-327-003-0000**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit C

### Air Rights Parcel

#### PARCEL A:

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