

UNOFFICIAL COPY



Doc# 2034217012 Fee \$140.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/07/2020 11:37 AM PG: 1 OF 43

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, ANDREA M. VALENCIA, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office authorizing Public Way Easement Agreement with 535 North Michigan Venture LLC and 160 East Grand Avenue Associates LLC for Publicly Accessible Deck Structure with Pedestrian Promenade Adjacent to 535 N. Michigan Ave. Filed under Docket Number SO2019-6978.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the nineteenth (19th) day of February, 2020.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council, was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 10 Nays 0

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor did approve and sign said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this thirtieth (30th) day of June, 2020.

[T.P.]

Andrea M. Valencia

ANDREA M. VALENCIA, CITY CLERK

RECORDING FEE 135.00
DATE 12/04/2020 COPIES 62
OK BY [Signature]

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14399

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, 535 North Michigan Venture LLC, a Delaware limited liability company ("Michigan Owner") is the owner of the property legally described in Exhibit A which is attached and incorporated ("Michigan Abutting Property"); and

WHEREAS, 160 East Grand Avenue Associates LLC, a Delaware limited liability company ("Grand Owner") (Michigan Owner and Grand Owner are hereinafter collectively referred to as the "Grantees"), is the owner of the property legally described in Exhibit B which is attached and incorporated ("Grand Abutting Property") (collectively, the Grand Abutting Property and Michigan Abutting Property are known as "Abutting Properties"); and

WHEREAS, The Grantees have jointly proposed to construct, install and maintain an approximately twenty (20) foot wide publicly accessible deck structure with a pedestrian promenade to be built over the Grand Avenue public way adjoining the Abutting Properties and upper Michigan Avenue with one (1) publicly accessible stairway and an elevator and building space needed for public access to the elevator, all as currently exists in the Grand Abutting Property ("Elevator") to provide pedestrian access between upper Michigan Avenue and lower level Grand Avenue, in accordance with the drawing attached and incorporated as Exhibit C ("Project"); and

WHEREAS, The Project will have the effect of improving pedestrian access between upper Michigan and lower Grand Avenues and will benefit the Abutting Properties by improving access and visibility for commercial and other tenants and improving the value of the Abutting Properties; and

WHEREAS, The Project will require the use of a portion of the East Grand Avenue public way, including the air space in and above the street and sidewalk in such public way; and

WHEREAS, The City and Grantees desire to grant mutual easements for the Project; and

WHEREAS, Upon due investigation and consideration by the City's Department of Transportation, the Commissioner of the Department of Transportation (the "Commissioner") has determined that the public interest now warrants the execution of the mutual easements described in this ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

UNOFFICIAL COPY

14400

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

SECTION 2. The Commissioner or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to enter into a Public Way Easement Agreement in substantially the form attached hereto as Exhibit D, and to negotiate, execute and deliver such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Public Way Easement Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Public Way Easement Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and publication.

[Exhibits "A" and "C" referred to in this ordinance printed on pages 14424 through 14436 of this Journal.]

Exhibits "B" and "D" referred to in this ordinance read as follows:

Exhibit B.
(To Ordinance)

Legal Description Of Grand Abutting Property.

160 E. Grand Ave.
Chicago, Illinois 60611.

CITY OF CHICAGO
 APPROVED
 RICHARD E. LULIK, P.L.S.
 SUPERINTENDENT OF MAPS
 EXAMINER
 OF
 SUBDIVISIONS
 COOK COUNTY, ILLINOIS
 Date: 2/19/20
 Maps File # 10-42-19-3910
 City Council Approved 2/19/20

Lots 5 and 6 in Assessor's Division of the south half of the east 103 feet of the north half of Block 21 in Kinzie's Addition to Chicago, a subdivision of the north fractional half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14401

*Exhibit "D".
(To Ordinance)*

Public Way Easement Agreement.

This Agreement (the "Agreement") is entered into as of this _____ day of _____, 2020 (the "Effective Date"), by and between the City of Chicago, an Illinois home rule municipality (the "City"), by and through its Department of Transportation ("CDO"), and 535 North Michigan Venture LLC, a Delaware limited liability company ("Michigan Owner") and 160 East Grand Avenue Associates LLC, a Delaware limited liability company ("Grand Owner") (Michigan Owner and Grand Owner are hereinafter collectively referred to as the "Grantees").

Witnesseth:

Whereas, Michigan Owner is the owner of the property legally described in (Sub)Exhibit A which is attached and incorporated ("Michigan Abutting Property"); and

Whereas, Grand Owner is the owner of the property legally described in (Sub)Exhibit B which is attached and incorporated ("Grand Abutting Property") (collectively, the Grand Abutting Property and Michigan Abutting Property are known as "Abutting Properties"); and

Whereas, The Grantees have jointly proposed to construct, install and maintain an approximately twenty (20) foot wide publicly accessible deck structure with a pedestrian promenade to be built over the Grand Avenue public way adjoining the Abutting Properties and upper Michigan Avenue with one (1) publicly accessible stairway and an elevator and building space needed for public access to the elevator, all as currently exists in the Grand Abutting Property ("Elevator") to provide pedestrian access between upper Michigan Avenue and lower level Grand Avenue, in accordance with the drawing attached and incorporated as (Sub)Exhibit C ("Project"); and

Whereas, The Project will have the effect of improving pedestrian access between upper Michigan and lower Grand Avenues and will benefit the Abutting Properties by improving access and visibility for commercial and other tenants and improving the value of the Abutting Properties; and

Whereas, The Project will require the use of the public right-of-way of East Grand Avenue, including the air space in and above the street and sidewalk in such public way; and

Whereas, The City and Grantees desire to grant mutual easements for the Project;

UNOFFICIAL COPY

14402

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Now, Therefore, In consideration of the foregoing recitations, which by this reference are incorporated herein, and the mutual covenants contained hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Michigan Owner, Grand Owner and City agree as follows:

1. Grant Of Public Way Easement.

The City hereby grants and conveys to Michigan Owner, and the Michigan Owner hereby accepts from City, an easement in and to the ground and air rights in Grand Avenue as legally described and depicted in (Sub)Exhibit D which is attached and incorporated ("Public Way Easement Areas") solely for purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, replacing, reconstructing and removing the Project in accordance with this Agreement. This easement shall be known as the Michigan Public Way Easement.

The City hereby grants and conveys to Grand Owner, and the Grand Owner hereby accepts from City, an easement in and to the ground and air rights in the Public Way Easement Areas for purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, replacing, reconstructing and removing the Project in accordance with this Agreement. This easement shall be known as the Grand Public Way Easement.

The parties may, by agreement of Grantees and the City's Commissioner of CDOT ("Commissioner"), substitute revised legal descriptions for the Public Way Easement Areas described in (Sub)Exhibit D, provided that such legal descriptions describe substantially the same property as that described in (Sub)Exhibit D.

2. Grant Of Elevator Easement.

The Grand Owner hereby grants and conveys to City, and the City hereby accepts from the Grand Owner, an easement in and to the portion of the Grand Abutting Property depicted in (Sub)Exhibit E ("Elevator Easement Area") for purposes of providing the public with use of and access to use the Elevator in accordance with this Agreement. This easement shall be known as the Elevator Easement.

The Grand Owner shall permit the public to use and access the Elevator between the hours of 8:00 A.M. and 10:00 P.M. daily. The Grand Owner must post on the pedestrian deck and on the lower Grand Avenue level of the Grand Abutting Property maps (at least one map at each location) that show (a) the location of the closest elevator that is open to the public during the hours of 10:00 P.M. and 8:00 A.M. and can be used to travel to/from lower Grand Avenue from/to upper Michigan Avenue. Such maps, and the locations at which such maps are posted, are subject to the prior written approval of the Commissioner of the Mayor's Office for People with Disabilities. The Grand Owner shall keep the Elevator, and the

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14403

rest of the Elevator Easement Area in good repair and working condition for public use at all times, subject to reasonable maintenance, replacement and repair schedules. Grand Owner may reasonably regulate the use of the Elevator Easement Area and impose reasonable conditions on the use of the Elevator Easement Area, subject to the City's reasonable approval of such regulations and conditions which approval shall not be unreasonably withheld or denied and which approval shall be granted by the City only in accordance with all applicable federal, state and local statutes, ordinances, rules, regulations, orders, judgments, regulations, administrative rulings and other exercises of governmental authority ("Law") including those regarding accessibility standards for persons with disabilities or environmentally limited persons, such as: (1) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., and the regulations promulgated thereunder, (2) the Illinois Environmental Barriers Act (410 ILCS 25/1, et seq. (1996)), (3) "The Illinois Accessibility Code", 71 Ill. Adm. Code 400, and (4) applicable codes and ordinances of the City of Chicago, Cook County and State of Illinois.

In connection with the rehabilitation or redevelopment of the Elevator Easement Area, Grand Owner may request the City's approval of the reconfiguration and/or relocation of any portion of the Elevator Easement Area, including replacement or rehabilitation of the Elevator. Upon receiving such a request, the City's Commissioner of Transportation ("Commissioner") shall review the request to determine if it provides substantially similar or equally convenient public access, and upon being so satisfied, shall approve the work. Commissioner may condition the approval on the Grand Owner's providing assurances or agreeing to conditions that are intended to assure continued public use in accordance with the terms and conditions of the Elevator Easement.

Grantees both warrant to City that Grand Owner has sufficient title and interest in and to the Grand Abutting Property to enter into this Agreement and bind the Grand Abutting Property with the Elevator Easement.

3. Term.

Subject to the provisions of Section 18 hereof, the term of the Public Way Easement and the Elevator Easement shall each be thirty (30) years commencing with the Effective Date hereof.

4. Grantees' Obligation To Fund The Project.

The Grantees, at their sole cost and expense, shall be responsible for and pay for the design, construction, installation, alteration, protection, operation, maintenance, inspection, repair, replacement reconstruction and, as required or authorized herein, removal of improvements as authorized or required pursuant to this agreement, equipment and facilities of the Project and all other improvements,

UNOFFICIAL COPY

14404

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

facilities and equipment that are reasonably necessary or appropriate for the use or enjoyment of the Project by the public, including the Elevator and lift. The Grantees shall be responsible and pay for a) all utility expenses incurred with respect to the operation of the Project including those within the Public Way Easement Areas and the Elevator Easement Area; and b) all removals of the Project or any part thereof as authorized or required pursuant to this Agreement.

5. City Approval.

Grantees represents to City that the Project was completed in accordance with Law under Grantee's direct supervision prior to execution of this Agreement. Prior to the commencement of any substantial work for the construction, installation, alteration, protection, maintenance, inspection, repair, replacement, or reconstruction of the Project ("Project Work"), the Grantees shall prepare and deliver to the Commissioner for review and approval proposed plans and specifications for the Project Work, including anticipated closures, which shall be in compliance with this Agreement including (Sub)Exhibit C. The Commissioner shall make all reasonable effort to approve or reject the plans and specifications within fifteen (15) business days of receipt. The Grantees shall expressly warrant with delivery of the proposed plans and specifications that they have been prepared under the direct supervision of the Grantees, and are or will be in full compliance with Law. Upon approval, the plans and specifications shall be known as the Project Plan.

6. Utilities And Public Service Facilities Adjustments.

The Grantees shall be responsible for obtaining permits and approvals, and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities that either the Grand Owner or Michigan Owner interferes with the Project or has a negative impact on surrounding City improvements, such as pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and similar items, and including any City-owned or City-controlled structures or facilities located in or adjacent to the Public Way Easement Areas, which work is, in the opinion of the Commissioner, reasonably necessary or appropriate for the Project or the Project Work. The Grantees shall be responsible for obtaining the required permits, consents and approvals from, and making suitable arrangements with all entities owning or having an interest in such structures and facilities, including any department of the City.

7. Completion Of Construction.

The Grantees shall diligently pursue and complete all Project Work on a timely basis.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14405

8. Restriction On Uses Within Public Way Easement Areas.

Except for (a) temporary closures that are reasonably required to perform routine maintenance, replacement and repairs for which the Grantees provided ten (10) business days advance written notice to the City, or (b) in circumstances where the closing of some or all of the Project and the Easement Area is reasonably necessary to avoid or minimize a substantial risk of imminent injury or death of any person, or substantial property damage or destruction ("Emergency") and the Grantees have provided City with notice(s) as are reasonable under the circumstances, including telephone and/or email notices, the Project shall be open and available for the use by the public twenty-four (24) hours a day, seven (7) days a week, every day of the year. Except for the operation of a sidewalk cafe on the Project for which a valid sidewalk cafe permit has been issued by the City's Department of Business Affairs and Consumer Protection, or as may be authorized by other grants of rights to use or occupy the public way, and except for temporary closures due to routine maintenance, replacement and repairs or emergencies as stated above, the Grantees shall not authorize any use of the Abutting Properties, including the Elevator Easement Area, or the Public Way Easement Areas for any purpose that will substantially interfere with the use of the Project, the Elevator Easement, or the public ways by the public. Subject to the foregoing, the Grantees may utilize portions of the Abutting Properties other than the Elevator Easement Area for entertainment, exhibits, displays and commercial activities, provided that such activities shall not, in the reasonable opinion of the Commissioner, substantially interfere with the public's use of the Project described in this Agreement.

9. Compensation.

Because the installation, construction, use, alteration, protection, operation, maintenance, inspection, repair, replacement, reconstruction and removal of the Project in accordance with this Agreement, and the grant to City of the Elevator Easement, will benefit the public by improving access to, from and through the public ways as required by the law of public trust pursuant to which the City holds legal title to the Public Way Easement Areas on behalf of the people of the State of Illinois, the compensation for the grants of the Public Way Easement shall be a one-time payment by each Grantee of \$10.00.

10. Maintenance.

- a. The Grantees shall maintain the Project and any portion of the Abutting Properties supporting or serving the Project so that they do not materially and adversely interfere in any way with the Elevator Easement or any use of the public way by the City, the public or any person or entity authorized

UNOFFICIAL COPY

14406

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

to use or occupy the public way in accordance with applicable Law subject to temporary closures described in Section 8 above. In addition, the Grantees shall maintain the Public Way Easement Areas and the Elevator Easement Area and those portions of the Project and all portions of the Abutting Properties supporting or serving the Project in a neat, clean and usable condition consistent with the public use required by this Agreement and the Project Plan, and consistent with the general custom and practice of owners of Class A office and commercial buildings in the central business district of Chicago.

- b. The Grantees shall cooperate with the City, or any other person or entity acting under the direction of or with authority granted by the City to use and occupy the public way, concerning the coordination of uses of the public way, the Elevator Easement, or City owned property adjacent thereto. The Grantee shall provide prompt responses to inquiries, attending meetings and site visits, and providing complete disclosures of information concerning the Project and their potential involvement in any proposed or existing use of the public way.
- c. The Grantees shall provide adequate directional signage within the Public Way Easement Areas and the Elevator Easement Area to indicate the location of stairways, elevators, exits providing access to Grand Avenue and Michigan Avenue.

11. City Has No Maintenance Or Operational Duties.

The Grantees acknowledge that City is not responsible for the operation, maintenance, repair of or security of the Project or the Abutting Properties or the Public Way Easement Areas, and City has no obligations with respect thereto. Notwithstanding the foregoing, in the event that the Project or any portion of the Abutting Properties supporting or serving the Project or the Elevator have not been maintained in compliance with this Agreement, the City may send both Grantees a written notice of such noncompliance. In the event that such noncompliance is not cured by either Grantee within thirty (30) days after receipt of such notice of noncompliance ("Cure Period"), then City may cause the correction of the noncompliance and the Grantees shall reimburse City its costs and expenses reasonably incurred in making such corrections within ten (10) days of receipt of a notice from City detailing such costs and demanding payment; provided, however, that, in the event that noncompliance cannot reasonably be cured, or cause to be cured within thirty (30) days after written notice, and either Grantee has notified the City of such fact along with an estimate of the time needed for completion of the cure, and the Grantees are proceeding diligently to make, or cause to be made, the cure, then Cure Period shall be extended by such additional time as is reasonably required and is stated in the notice to cure the noncompliance. Notwithstanding the foregoing, in the event that City discovers

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14407

that a condition of the Project or in, on, over or under the Public Way Easement Areas constitutes an Emergency, then City may provide such notices to the Grantees as are reasonable under the circumstances, including telephone and/or email notices, City may take all reasonable actions necessary to reduce and/or remove the Emergency. In such event, Grantees shall reimburse City for all actual costs incurred in connection with addressing such Emergency within thirty (30) business days of receipt of a notice from City detailing such costs and demanding payment therefor.

12. Removal And Restoration.

Upon expiration or termination of some or all of the Public Way Easement; the Grantees, without cost or expense to the City, shall promptly remove the such portions of the Project (excluding subgrade foundations) from the Public Way Easement Areas and the adjacent public ways, and shall restore them to the extent altered or disturbed by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Project, and all work related thereto, to a proper condition under the supervision and to the reasonable satisfaction of the Commissioner and in accordance with the Law. In the event that Grantees fail to perform any such removal and restoration as required in this section, then the City may cause the performance of such removal and restoration, and the Grantees shall reimburse City its costs and expenses reasonably incurred in performing such removal or restoration within thirty (30) days of receipt of a notice from City detailing such costs and demanding payment.

13. Indemnity.

To the full extent under the Law, the Grantees shall indemnify, defend and hold harmless the City, its officers, officials, agents and employees from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage ("Claim") arising out of or resulting from the Project Work, the Grantees' duties associated with Elevator, and the Elevator Easement Area, and the use of the Public Way Easement Areas by Grantees, and their respective agents, employees, lessees, permittees, licensees, or invitees including the members of the public ("Grantees Parties"). To the extent permissible by Law, the Grantees hereby waive any limits to the amount of its obligations to indemnify, defend or contribute any sums due under any losses, including any claim by an employee of City, Grantees or a contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1, et seq. or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)).

UNOFFICIAL COPY

14408

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

14. Insurance.

Grantees shall at all times maintain in full force and effect policies of insurance with the coverages and endorsements identified in (Sub)Exhibit F which is attached and incorporated. In the event that after the Effective Date the Grantees shall perform, or retain or utilize an employee, contractor, agent or any other person or entity ("Grantees Agent") to perform any Project Work, or any work in the Public Way Easement Areas or any duties associated with the Elevator, and the rest of the Elevator Easement Area, then prior to commencing such work, Grantees shall either add or require the Grantees Agent to add the City as additional insureds on applicable policies of insurance and endorsements covering the work in accordance with (Sub)Exhibit G which is attached and incorporated.

15. Notices.

- (a) All notices or other communications required or given under the terms of this Agreement shall be in writing, and shall be delivered by: (i) personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; or (iv) facsimile transmission, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If To The Grantees:

535 North Michigan Venture LLC
 160 East Grand Avenue Associates LLC
 in care of JB Realty, Inc.
 Attention: Arthur/John/Michael Balourdos
 535 North Michigan Avenue, Suite 200
 Chicago, Illinois 60611

If To City:

City of Chicago
 Department of Transportation
 Bureau of Project Management
 30 North LaSalle Street, Room 500
 Chicago, Illinois 60602
 Attention: Assistant Commissioner

with copy to:

Corporation Counsel
 City of Chicago
 City Hall, Room 600
 121 North LaSalle Street
 Chicago, Illinois 60602
 Attention: Deputy Corporation Counsel --
 Real Estate

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14409

(b) A notice shall be deemed to have been served: (i) upon receipt if served by personal delivery or by commercial overnight courier service; or, (ii) upon the fifth (5th) business day following deposit with the U.S. Post Office and served by certified mail where the receipt has been signed.

(c) Either party may change the address to whom service of notices shall be effected by a notice in conformity with the provisions of this Section 15.

16. Compliance With Law.

The Grantees agree that the Public Way Easement Areas shall be used and the Project shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with Law.

17. Covenants Running With The Land.

This Agreement and all rights granted and obligations created shall run with the Abutting Properties and shall bind, be enforceable by, and inure to the benefit of the City, the Grantees and their respective successors and assigns.

18. Illinois Law And Public Trust.

This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way. In the event that the City is required to exercise its discretion and does require changes to the Public Way Easement Areas, the City agrees to exercise its discretion under the public trust to reasonably minimize disruption to the Grantees.

19. Recordation Permitted.

Either party, at its sole expense, may, without the consent of the other party, record this Agreement. The party recording this Agreement shall provide the other party with a copy of the recorded Agreement in a timely manner.

20. Authority And Validity.

The Michigan Owner and Grand Owner agree that they will be jointly and severally liable for the performance of all obligations of the Grantees in this Agreement, including the obligations of the other Grantee, provided that either Owner's responsibility is conditioned upon receiving notice as required by this

UNOFFICIAL COPY

14410

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Agreement. Each of the persons executing this Agreement on behalf of the respective Grantees hereby represents and warrants to the City that (i) this Agreement has been duly authorized, executed and delivered by the Grantee on whose behalf such person has executed this Agreement and (ii) this Agreement constitutes the legal, valid and binding obligation of such Grantee, enforceable against it in accordance with its terms. The City acknowledges that this Agreement was authorized by ordinance approved by the City Council on _____, 20__ (Journal of the Proceedings of the City Council of the City of Chicago, pages _____ - _____.)

In Witness Whereof: Each of the Grantees and City have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

535 North Michigan Venture LLC, a
Delaware limited liability company

By: _____

Name: _____, its manager

160 East Grand Avenue Associates LLC, a
Delaware limited liability company

By: _____

Name: _____, its manager

City of Chicago, a municipal corporation

By: _____

Commissioner of Transportation

Approved As To Form And Legality:

By: _____

Senior Counsel

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14411

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the manager of 535 North Michigan Venture LLC, a Delaware limited liability company, and 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 in such capacity, he signed and delivered the 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 _____, 2020.

Notary Public

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the manager of 160 East Grand Avenue Associates LLC, a Delaware limited liability company, and 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 in such capacity, he signed and delivered the 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 _____, 2020.

Notary Public

UNOFFICIAL COPY

14412

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid do hereby certify that Gia Biagi, personally known to me to be the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as said Commissioner she signed and delivered said instrument as her free and voluntary acts, and as the free and voluntary acts and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 2020.

Notary Public

[(Sub)Exhibits "A" and "C" referred to in this Public Way Easement Agreement constitute Exhibits "A" and "C", respectively, to ordinance printed on pages 14424 through 14427 of this *Journal*.]

[(Sub)Exhibits "B" referred to in this Public Way Easement Agreement constitutes Exhibit "B" to ordinance printed on page 14400 of this *Journal*.]

[(Sub)Exhibits "D" and "E" referred to in this Public Way Easement Agreement printed on pages 14437 and 14440 of this *Journal*.]

(Sub)Exhibits "F" and "G" referred to in this Public Way Easement Agreement read as follows:

(Sub)Exhibit "F".
(To Public Way Easement Agreement)

Operating Insurance.

Grantees must provide and maintain at Grantee's own expense, during the term of the Agreement and during the time period following expiration if Grantees are required to return and perform any work, services, or operations, the insurance coverage and requirements specified below, insuring all work, services, or operations related to the Agreement.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14413

A. Insurance To Be Provided.

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Grantee's work, services or operations related to this Agreement. The City's additional insured status must apply to liability and defense of suits arising out of Grantee's acts or omissions, whether such liability is attributable to the Grantees or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Grantee's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary And Umbrella).

Grantees must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work. The City and other entities required by City are to be named as additional insureds on a primary, noncontributory basis.

UNOFFICIAL COPY

14414

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Grantees may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella.

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employer's Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Grantees may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required in Sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability.

When any architect's engineers, construction managers or any other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements.

Evidence Of Insurance.

Grantees must furnish the City of Chicago, Department of Transportation, Bureau of Project Management, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602, certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantees must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute Agreement by the

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14415

City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a noncomplying insurance certificate, endorsement or other insurance evidence from Grantees, their insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Grantees must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Grantees for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance.

Failure of the Grantees to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility nor does it relieve Grantees of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal.

Grantees must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles And Self-Insured Retentions.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantees.

Waiver Of Subrogation.

Grantees hereby waive their rights, and agree to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Grantees agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Grantee's insurer(s).

UNOFFICIAL COPY

14416

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Grantee's Insurance Primary.

All insurance required of Grantees under this Agreement shall be endorsed to state that Grantee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation As To Grantee's Liabilities.

The coverages and limits furnished by Grantees in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by Law.

No Contribution By City.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Grantees under this Agreement.

Insurance Not Limited By Indemnification.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of Law.

Insurance And Limits Maintained.

If Grantees maintain higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Grantees. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture Or Limited Liability Company.

If Grantees are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance Obtained By Grantees.

If Grantees desire additional coverages, the Grantees will be responsible for the acquisition and cost.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14417

Insurance Required Of Subcontractors.

Grantees shall name any Subcontractor(s) as a named insured(s) under Grantee's insurance or Grantees will require each Subcontractor to provide and maintain Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employers' Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by Grantees. Grantees shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Grantees are responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form acceptable to the City. Grantees are also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Grantees must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility.

City's Right To Modify.

Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "G".

(To Public Way Easement Agreement)

Construction Insurance.

The Contractor must provide and maintain at Contractor's own expense, or cause to be provided, until Agreement completion and during the time period following completion if Contractor is required to return and perform any additional work, services, or operations,

UNOFFICIAL COPY

14418

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

the insurance coverages and requirements specified below, insuring all work, services or operations related to the Agreement.

A. Insurance Required.

1) Workers' Compensation And Employer's Liability (Primary And Umbrella).

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

The City and Grantees must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the Grantees. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's and Grantee's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor, Grantees or to the City. The full policy limits and scope of protection also will apply to the City and Grantees as additional insureds, even if they exceed the City's minimum

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14419

limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantees.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary And Umbrella).

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, noncontributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella.

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$20,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employer's Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City and Grantees.

Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required in Sections A.1, A.2, A.3 and A.4 herein.

UNOFFICIAL COPY

14420

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

5) Builders Risk.

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to, the following: right to partial occupancy, material stored off-site and in-transit, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, collapse, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Project/Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include, but not be limited to, pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Contractors Pollution Liability.

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City and Grantees are to be named as additional insureds.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14421

B. Additional Requirements.

Evidence Of Insurance.

Contractor must furnish the City, Department of Transportation, attention: Bureau of Project Management, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602, and Grantees, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City and Grantees that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a noncomplying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure To Maintain Insurance.

Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice Of Material Change, Cancellation Or Non-Renewal.

Contractor must provide for sixty (60) days prior written notice to be given to the City and Grantees in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

UNOFFICIAL COPY

14422

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Deductibles And Self-Insured Retentions.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver Of Subrogation.

Contractor hereby waives its rights and its insurer(s) rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City and Grantees under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City and Grantees have received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary.

All insurance required of Contractor under this Agreement must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City and/or Grantees.

No Limitation As To Contractor's Liabilities.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by Law.

No Contribution By City.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance Not Limited By Indemnification.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of Law.

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14423

Joint Venture Or Limited Liability Company.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance Obtained By Contractor.

If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance Required Of Subcontractors.

Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Workers' Compensation and Employer's Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City and Grantees as additional insureds where required and name the City and Grantees as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right To Modify.

Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

UNOFFICIAL COPY

14424

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Exhibit "A".
(To Ordinance)

Exhibit A, to Ordinance
Legal Description of Michigan Abutting Property

That part of the following described area and space lying above a horizontal plane (being the floor of the third floor) which has an elevation of 523 feet with relation to Chicago City Datum and lying below a horizontal plane (being the roof of the penthouse) which has an elevation of 347.46 feet with relation to Chicago City Datum to wit: an area and space including a portion of a 33 story building with penthouse, basement and second basement described as the South 68.0 feet of Lots 7, 8 and 9 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Description of Condominium Property - Parcel B

That part of the following described area and space lying above a horizontal plane (being the floor of the first floor) which has an elevation of 2330 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first floor) which has an elevation of 3625 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.42 feet to the point of beginning of the area herein described; thence continue West along said parallel line 23.50 feet to a point; thence North 483 feet to a point; thence East 0.75 feet to a point; thence North 493 feet to a point; thence West 4.00 feet to a point; thence South 31.4 feet to a point; thence West 0.30 feet to a point; thence South 4.28 feet to a point; thence East 0.35 feet to a point; thence North 32.68 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 2162 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 2330 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 22.67 feet to a point; thence South 6.00 feet to a point; thence East 23.67 feet to a point; thence North 6.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

26763451

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14425

EXHIBIT "B" -Page 2-

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.00 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 725 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 25.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 2867 feet to a point; thence North 8.00 feet to a point; thence East 8.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Description of Condominium Property - Parcel C

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 35.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 34.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northwest corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 545 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 25.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 2867 feet to a point; thence South 8.00 feet to a point; thence East 2867 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 35.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 34.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 725 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 25.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 2867 feet to a point; thence North 8.00 feet to a point; thence East 2867 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

26763451

UNOFFICIAL COPY

14426

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

EXHIBIT "A" -Page 3-

Description of Condemned Property - Parcel D

That part of the following described area and space lying above a horizontal plane (being the floor of the first basement) which has an elevation of 489 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 22.02 feet with relation to Chicago City Datum is a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.2 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.76 feet to the point of beginning of the area herein described; thence continue West along said parallel line 24.6 feet to a point; thence South 255 feet to a point; thence West 130.2 feet to a point; thence North 152 feet to a point; thence East 437 feet to a point; thence North 263 feet to a point; thence West 215 feet to a point; thence South 255 feet to a point; thence West 238 feet to a point; thence North 255 feet to a point; thence West 14.43 feet to a point; thence South 44.86 feet to a point; thence East 155 feet to a point; thence North 113 feet to a point; thence East 126.76 feet to a point; thence Northeast along a line forming an angle of 45 degrees to the left with the last described course 263 feet to a point; thence Northwest along a line forming an angle of 90 degrees to the left with the last described course 160 feet to a point; thence North along a line forming an angle of 45 degrees to the right with the last described course 18.10 feet to a point; thence East 652 feet to a point; thence North 230 feet to a point; thence West 652 feet to a point; thence North 509 feet to a point; thence East 3455 feet to a point; thence South 4.76 feet to a point; thence East 252 feet to a point; thence North 18.63 feet to a point; thence East 0.73 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the plane of a stair landing) which has an elevation of 442 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 22.02 feet with relation to Chicago City Datum is a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 27.99 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.67 feet to a point; thence South 6.52 feet to a point; thence West 252 feet to a point; thence North 2.36 feet to a point; thence East 252 feet to a point; thence South 0.33 feet to a point; thence East 0.67 feet to a point; thence South 2.51 feet to the point of beginning, all in Cook County, Illinois.

ALSO

26763451

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14427

EXHIBIT "A" -Page 4-

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.6 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

28763451

UNOFFICIAL COPY

14428

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

EXHIBIT "A" -Page 3-

Description of Condemned Property - Parcel 2

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 5.86 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.3 feet to the point of beginning of the area herein described; thence continue West along said parallel line 16.08 feet to a point; thence South 7.55 feet to a point; thence West 12.68 feet to a point; thence North 5.57 feet to a point; thence East 0.66 feet to a point; thence North 2.05 feet to a point; thence West 222 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.21 feet to a point; thence South 44.85 feet to a point; thence East 4.55 feet to a point; thence North 1.13 feet to a point; thence East 126.23 feet to a point; thence North 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 23.54 feet to a point; thence North 13.00 feet to a point; thence East 0.67 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois

ALSO

That part of the following described area and space lying above a horizontal plane which has an elevation of 5.81 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 14.04 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 7.15 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.2 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.44 feet to a point; thence South 21.62 feet to a point; thence West 23.85 feet to a point; thence North 2.62 feet to a point; thence West 0.65 feet to a point; thence North 2.00 feet to a point; thence East 30.20 feet to a point; thence South 2.00 feet to the point of beginning, all in Cook County, Illinois.

26763451

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14429

EXHIBIT "A" -Page 6-

Description of Condominium Property - Parcel 7

That part of the following described area and space lying above a horizontal plane (being the floor of the second floor) which has an elevation of 36.89 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 45.86 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the north-east corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 34.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid subdivision 121.87 feet to the point of beginning of the area herein described; thence continue West along said parallel line 6.82 feet to a point; thence North 3.30 feet to a point; thence West 12.13 feet to a point; thence North 15.60 feet to a point; thence East 11.30 feet to a point; thence Southeast along a line forming an angle of 45 degrees to the right with the last described course 1.65 feet to a point; thence Northeast along a line forming an angle of 90 degrees with the last described course 1.65 feet to a point; thence East 4.88 feet to a point; thence South 18.90 feet to the point of beginning; all in Cook County, Illinois.

26763451

UNOFFICIAL COPY

14430

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

LEGAL DESCRIPTION ATTACHED (EXHIBIT "A") TO AFFIDAVIT OF TITLE
FOR 535 NORTH MICHIGAN AVENUE

TRACT 1:PARCEL 1:

Lot 7 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 8 and 9 in Assessor's Division of the South half and the East 103 feet of the North half of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 7 in W.L. Newberry's Subdivision of the North 118 feet of the West 200 feet of Block 21 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The triangular shaped part of the East and West public alley lying West of and adjoining the East line of Lot 7, extended South, to its intersection with the South line of Lot 7, extended East, in said Newberry's Subdivision, being that portion of said alley vacated by Ordinance passed October 11, 1961 and recorded November 1, 1961 as Document 18318484, all in Cook County, Illinois.

LESS THAT PORTION LEGALLY DESCRIBED AS FOLLOWS:Parcel A

That part of the following described area and space lying above a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum and lying below a horizontal plane (being the roof of the penthouse) which has an elevation of 347.46 feet with relation to Chicago City Datum to wit: an area and space including a portion of a 33 story building with penthouse, basement and second basement described as the South 68.0 feet of Lots 7, 8 and 9 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel B

That part of the following described area and space lying above a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of

Office
 26763951

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14431

Lots 7, 8 and 9 in the aforesaid Subdivision 85.42 feet to the point of beginning of the area herein described; thence continue West along said parallel line 29.50 feet to a point; thence North 4.33 feet to a point; thence East 0.95 feet to a point; thence North 3.93 feet to a point; thence West 41.00 feet to a point; thence South 37.14 feet to a point; thence West 0.80 feet to a point; thence South 4.28 feet to a point; thence East 70.35 feet to a point; thence North 32.66 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.50 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first floor) which has an elevation of 23.90 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel C

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to

26763451

UNOFFICIAL COPY

14432

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the first floor) which has an elevation of 36.25 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the third floor) which has an elevation of 51.12 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel D

That part of the following described area and space lying above a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 23.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.48 feet to the point of beginning of the area herein described; thence continue West along said parallel line 30.19 feet to a point; thence South 7.55 feet to a point; thence West 13.42 feet to a point; thence North 5.52 feet to a point; thence East 1.37 feet to a point; thence North 2.03 feet to a point; thence West 7.15 feet to a point; thence South 7.55 feet to a point; thence West 7.58 feet to a point; thence North 7.55 feet to a point; thence West 114.43 feet to a point; thence South 44.86 feet to a point; thence East 1.55 feet to a point; thence North 1.23 feet to a point; thence East 126.78 feet to a point; thence Northeast along a line forming an angle of 45 degrees to the left with the last described course 2.03 feet to a point; thence Northwest along a line forming an angle of 90 degrees to the left with the last described course 1.60 feet to a point; thence North along a line forming an angle of 45 degrees to the right with the last described course 18.10 feet to a point; thence East

26763451

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14433

0.52 feet to a point; thence North 2.00 feet to a point; thence West 0.52 feet to a point; thence North 5.09 feet to a point; thence East 34.55 feet to a point; thence South 4.76 feet to a point; thence East 7.52 feet to a point; thence North 13.65 feet to a point; thence East 0.73 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the plane of a stair landing) which has an elevation of 11.42 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the first basement) which has an elevation of 11.02 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.99 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 28.48 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 6.52 feet to a point; thence West 7.52 feet to a point; thence North 9.36 feet to a point; thence East 7.52 feet to a point; thence South 0.33 feet to a point; thence East 0.67 feet to a point; thence South 2.51 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.83 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence South 8.00 feet to a point; thence East 28.67 feet to a point; thence North 8.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum and lying below a horizontal plane (being the floor of the first basement) which has an elevation of 14.89 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction

UNOFFICIAL COPY

14434

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 85.60 feet to the point of beginning of the area herein described; thence continue West along said parallel line 28.67 feet to a point; thence North 8.00 feet to a point; thence East 28.67 feet to a point; thence South 8.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel E

That part of the following described area and space lying above a horizontal plane (being the floor of the second basement) which has an elevation of 5.96 feet with relation to Chicago City Datum and lying below a horizontal plane (being the ceiling of the second basement) which has an elevation of 14.16 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 16.08 feet to a point; thence South 7.55 feet to a point; thence West 12.68 feet to a point; thence North 5.57 feet to a point; thence East 0.66 feet to a point; thence North 2.05 feet to a point; thence West 7.22 feet to a point; thence South 7.53 feet to a point; thence West 7.68 feet to a point; thence North 7.55 feet to a point; thence West 114.31 feet to a point; thence South 44.85 feet to a point; thence East 1.55 feet to a point; thence North 1.23 feet to a point; thence East 126.23 feet to a point; thence North 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 29.54 feet to a point; thence North 19.00 feet to a point; thence East 0.67 feet to a point; thence North 2.00 feet to the point of beginning, all in Cook County, Illinois.

ALSO

That part of the following described area and space lying above a horizontal plane which has an elevation of 5.81 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 10.04 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in the Assessor's Division of the South half and the East 100 feet of the North half of Block 21 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 77.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid Subdivision 41.49 feet to the point of beginning of the area herein described; thence continue West along said parallel line 0.66 feet to a point; thence South 20.62 feet to a point; thence West 0.68 feet to a point; thence North 2.00 feet to a point; thence East 30.20 feet to a point; thence South 2.00 feet to the point of beginning, all in Cook County, Illinois.

26763151

UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14435

Parcel F

That part of the following described area and space lying above a horizontal plane (being the floor of the second floor) which has an elevation of 36.89 feet with relation to Chicago City Datum and lying below a horizontal plane which has an elevation of 45.86 feet with relation to Chicago City Datum to wit: a portion of a 33 story building with basement and second basement described as commencing at the northeast corner of Lot 7 in Assessor's Division of the South half and the East 100 feet of the North half of Block 21 of Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; thence South along the East line of said Lot 7 54.5 feet; thence West parallel to the South line of Lots 7, 8 and 9 in the aforesaid subdivision 121.87 feet to the point of beginning of the area herein described; thence continue West along said parallel line 6.82 feet to a point; thence North 3.30 feet to a point; thence West 12.13 feet to a point; thence North 15.60 feet to a point; thence East 11.30 feet to a point; thence Southeast along a line forming an angle of 45 degrees to the right with the last described course 1.65 feet to a point; thence Northeast along a line forming an angle of 90 degrees with the last described course 1.65 feet to a point; thence East 4.88 feet to a point; thence South 48.90 feet to the point of beginning; all in Cook County, Illinois.

Property of Cook County Clerk's Office

8/15

PLAT WITH THIS DOCUMENT

HAS BEEN MICROFILMED
 SEE LIST NEXT PAGE NO. **26763451**

26763451

26763451

5000

26763451

26763451

MAIL

404

Office
 1
 1



UNOFFICIAL COPY

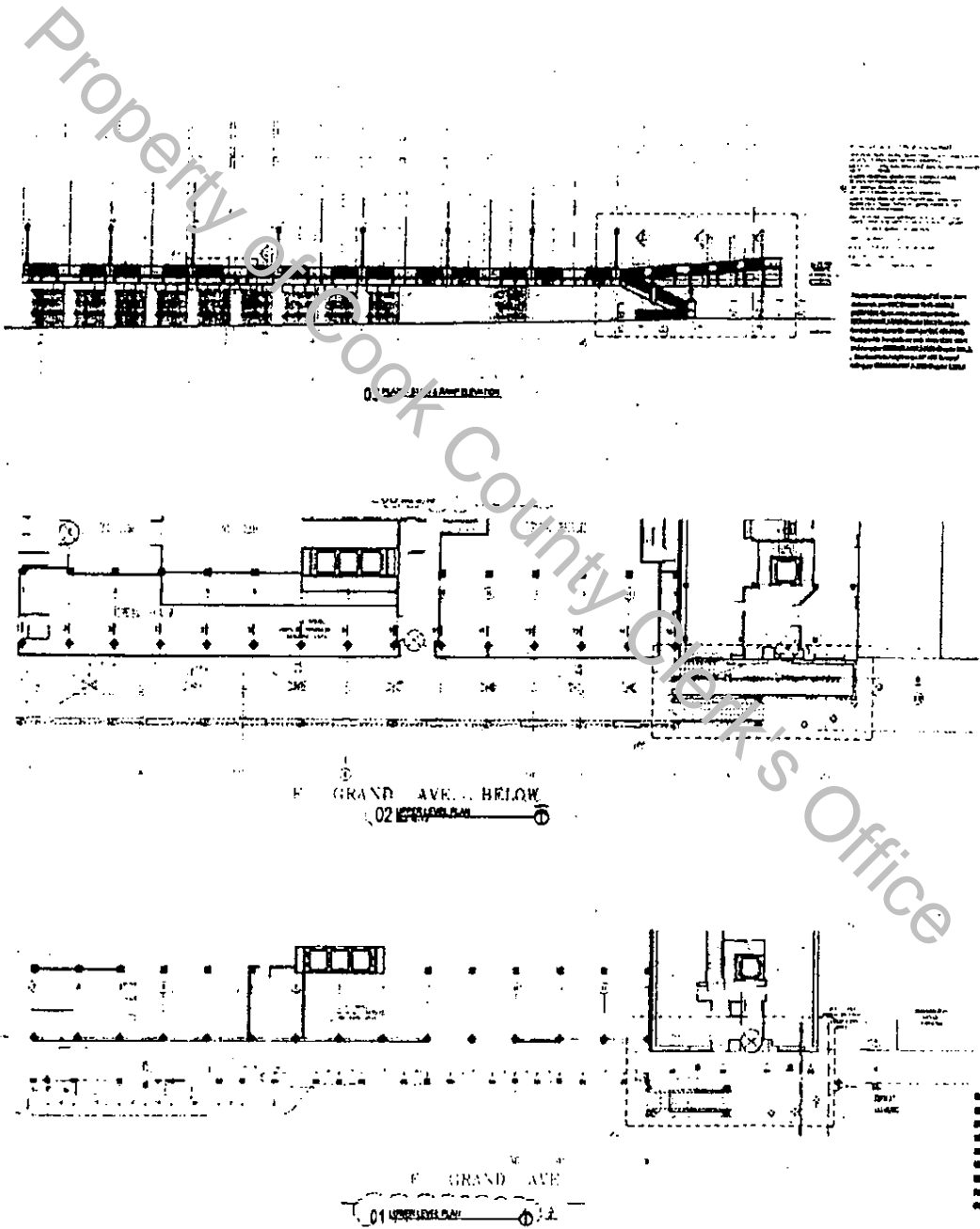
14436

JOURNAL--CITY COUNCIL--CHICAGO

2/19/2020

Exhibit "C".
(To Ordinance)

Project Plan



UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14437

(Sub)Exhibit "D".
(To Public Way Easement Agreement)

Public Way Easement Areas.
(Page 1 of 2)

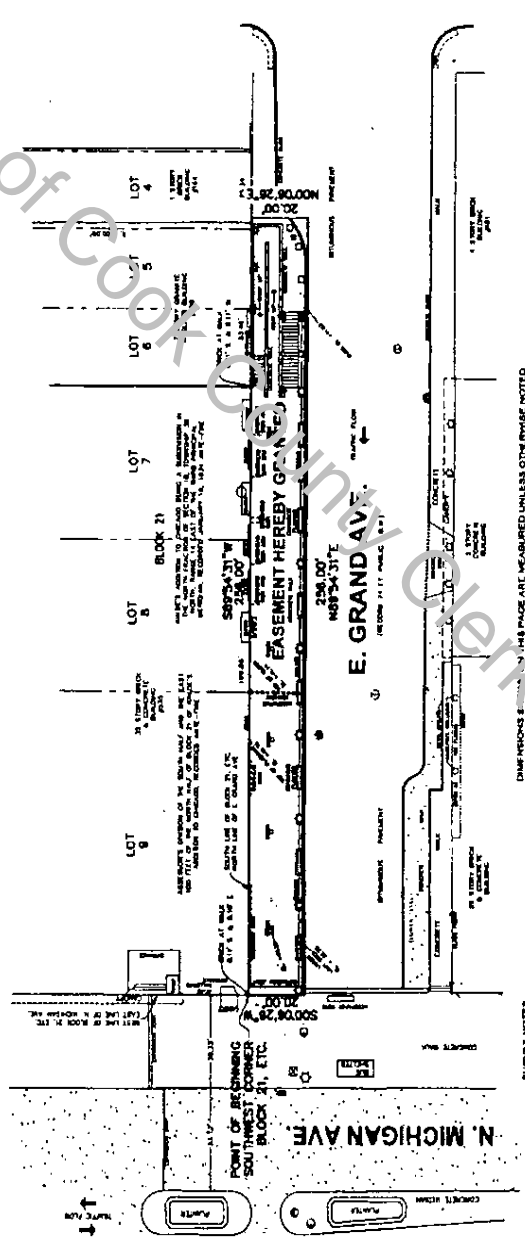
[Signature]
CITY OF CHICAGO APPROVED
Richard E. Lulik, P.L.S.
SUPERINTENDENT OF MAPS & PLATS

EXAMINED
OF
COOK SUBDIVISIONS
ILLINOIS
COOK COUNTY

Date: July 7, 2020
Map File # 10-42-19-3910
City Council Approved 2/19/2020

PLAT OF EASEMENT

IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
THAT PART OF EAST GRAND AVENUE 75 FEET WIDE SOUTH OF AND ADJOINING THE SOUTH LINE OF BLOCK 21, TRACT 16 (SUBDIVISION OF THE WEST HALF OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS) AS SHOWN ON THE MAP OF THE CITY OF CHICAGO MAPS & PLATS FILED IN THE OFFICE OF THE SUPERINTENDENT OF MAPS & PLATS, COOK COUNTY, ILLINOIS, ON JULY 7, 2020, AND AS SHOWN ON THE MAP OF THE CITY OF CHICAGO MAPS & PLATS FILED IN THE OFFICE OF THE SUPERINTENDENT OF MAPS & PLATS, COOK COUNTY, ILLINOIS, ON JULY 7, 2020, AND AS SHOWN ON THE MAP OF THE CITY OF CHICAGO MAPS & PLATS FILED IN THE OFFICE OF THE SUPERINTENDENT OF MAPS & PLATS, COOK COUNTY, ILLINOIS, ON JULY 7, 2020, AND AS SHOWN ON THE MAP OF THE CITY OF CHICAGO MAPS & PLATS FILED IN THE OFFICE OF THE SUPERINTENDENT OF MAPS & PLATS, COOK COUNTY, ILLINOIS, ON JULY 7, 2020.



- LEGEND
- Three horizontal lines = EASEMENT HEREBY GRANTED
 - Circle with dot = FITTED BUILDING
 - Circle with vertical line = EASEMENT
 - Circle with diagonal line = SAME STRIKE
 - Circle with horizontal line = UNDER TWO LOTS
 - Circle with cross = UNDER THREE LOTS
 - Circle with asterisk =
 - Circle with dot =
 - Circle with vertical line =
 - Circle with diagonal line =
 - Circle with horizontal line =
 - Circle with cross =
 - Circle with asterisk =

Recorded and Indexed
1/13/2020 10:38 AM
2019-27283-001
Cook County, Illinois
Recorder's Office

[Signature]
Professional Seal and Stamp
Professional Surveyor No. 2022
This professional survey information is the property of Richard E. Lulik, P.L.S.

DIMENSIONS SHOWN ON THIS PAGE ARE MEASURED UNLESS OTHERWISE NOTED
NO DIMENSIONS FOR ROAD

CDOT# 10-42-19-3910
PREPARED FOR AND MAIL TO:
12 REALTY INC.
225 EAST LEXINGTON ST.
CHICAGO, IL 60601

UNOFFICIAL COPY

14438

JOURNAL--CITY COUNCIL--CHICAGO

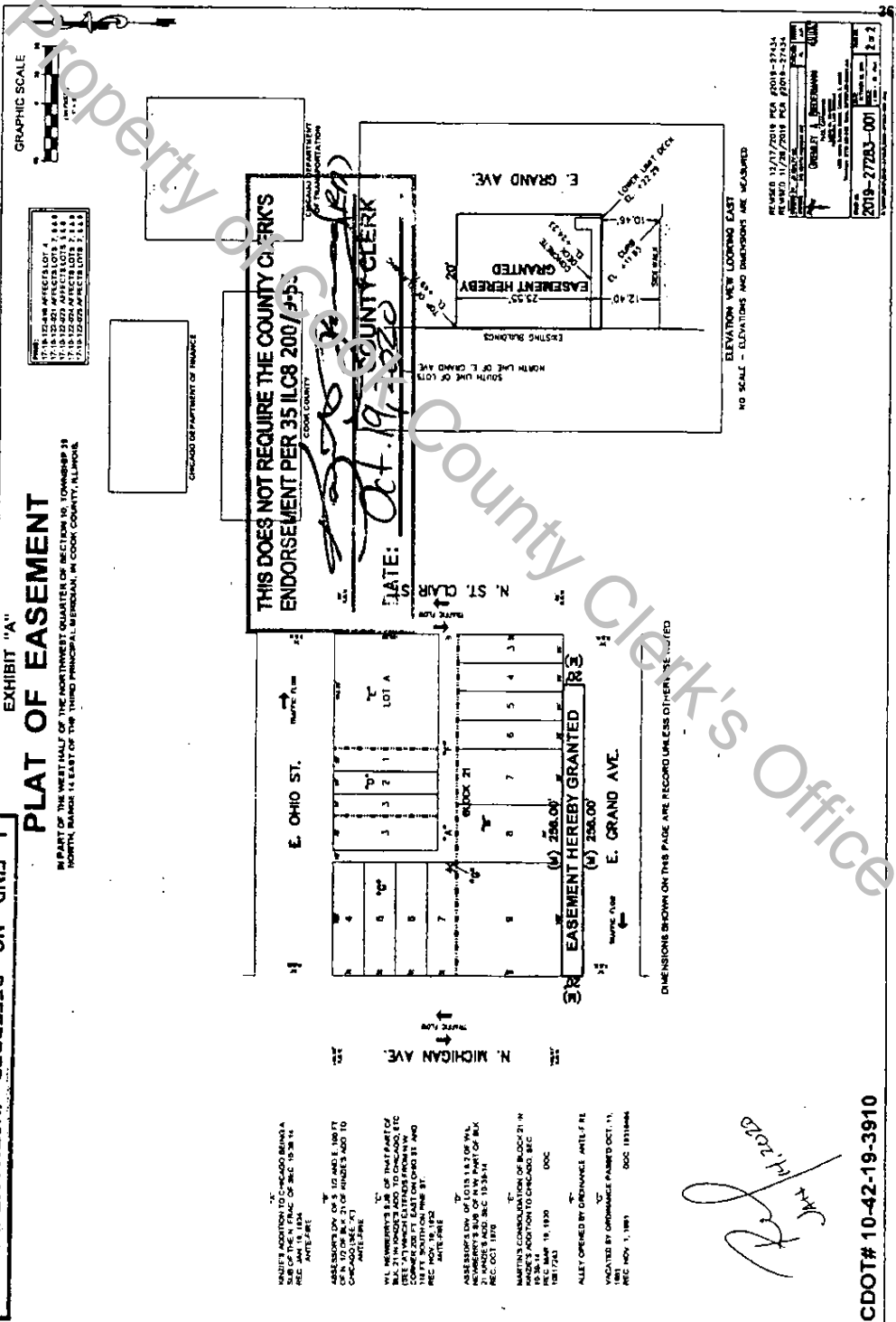
2/19/2020

(Sub)Exhibit "D".
(To Public Way Easement Agreement)

Public Way Easement Areas.
(Page 2 of 2)

BY [Signature]
 DEPT. OF FINANCE - CHICAGO
 7/7/20

1. FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.



UNOFFICIAL COPY

2/19/2020

REPORTS OF COMMITTEES

14439

(Sub)Exhibit "D".
(To Public Way Easement Agreement)

Legal Description.

IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF EAST GRAND AVENUE 74 FOOT WIDE RIGHT OF WAY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF BLOCK 21 IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 15, 1834 ANTE-FIRE, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +49.78 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.29 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 21 (ALSO BEING ON THE NORTH RIGHT OF WAY OF E. GRAND AVENUE AND THE EAST RIGHT OF WAY LINE OF N. MICHIGAN AVENUE); THENCE SOUTH 00 DEGREES 06 MINUTES 26 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 21 A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21 A DISTANCE OF 256.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21; THENCE SOUTH 89 DEGREES 54 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 21 (ALSO BEING ON THE NORTH RIGHT OF WAY OF E. GRAND AVENUE), A DISTANCE OF 256.00 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 5,120 SQUARE FEET, OR 0.12 ACRES, MORE OR LESS.

UNOFFICIAL COPY

14440

JOURNAL--CITY COUNCIL--CHICAGO

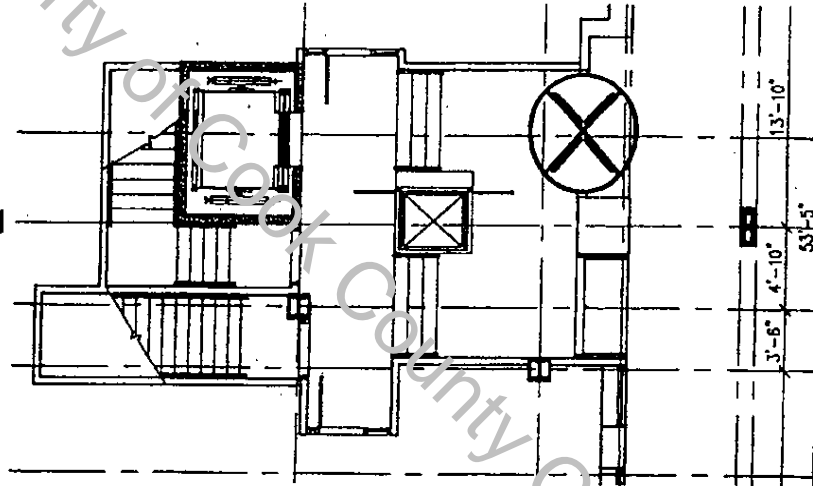
2/19/2020

(Sub)Exhibit "E".
(To Public Way Easement Agreement)

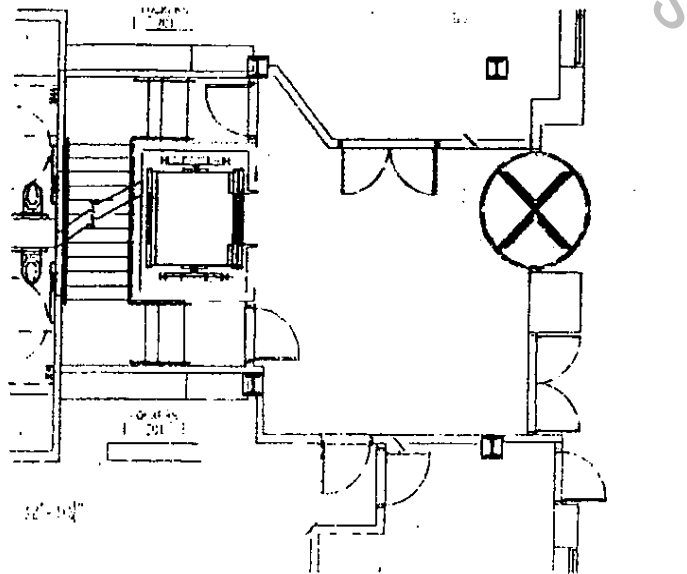
Elevator Easement Areas.

Exhibit E

Elevator Easement Areas



Existing First Floor at Grand Avenue



Existing Second Floor Michigan Avenue Level