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Doc# 2130145038 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/28/2021 01:36 PM PG: 1 OF 13

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## AMENDED AND RESTATED COMMERCIAL PROPERTY DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS

Re: 2644 N. ASHLAND AVENUE

CHICAGO, ILLINOIS 60614

PIN No. 14-30-405-058-0000

14-30-405-059-0000

**PREPARED BY:**

After recording to be returned to:

Mark L. LeFevour  
ML LeFevour & Associates, Ltd.  
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Burr Ridge, Illinois 60527  
847/768-9903

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## AMENDED AND RESTATED COMMERCIAL PROPERTY DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS

Re: 2644 N. ASHLAND AVENUE  
CHICAGO, ILLINOIS 60614

THIS AMENDED AND RESTATED COMMERCIAL PROPERTY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS is made and entered into as of the 12 day of OCT 2021 by Tatiana Boitchouk and Walter Boitchouk, the legal owners of the Commercial Unit at 2650 N. Ashland Avenue Chicago, Illinois 60614 ("the Owner of the Commercial Property") and the 2644 N. Ashland Condominium Association ("the Association").

### RECITALS:

WHEREAS, the Owner of the Commercial Property and the Association, through the owners of the individual condominium units, have a legal interest in the Property located at 2644-2650 N. Ashland, Chicago, Illinois 60614.

WHEREAS, in 2002, the Developer of Property located at 2644-2650 N. Ashland, Chicago, Illinois 60614 filed a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Bylaws for 2644 N. Ashland Condominium and a Commercial Property Declaration of Easements, Restrictions and Covenants.

WHEREAS, the Owner of the Commercial Property and the Association, through the owners of the individual condominium units, have agreed to amend and restate the provisions of the Commercial Declaration for the Property located at 2644-2650 N. Ashland, Chicago, Illinois 60614.

WHEREAS, with the exception of the amendments stated in this Amended and Restated Commercial Property Declaration of Easements, Restrictions and Covenants, all other provisions, terms and conditions of the Commercial Property Declaration of Easements, Restrictions and Covenants shall remain the same. Those other provisions, terms and conditions of the Commercial Property Declaration of Easements, Restrictions and Covenants are attached hereto as Exhibit A and are fully incorporated herein.

WHEREAS, the amendments to the Commercial Property Declaration of Easements, Restrictions and Covenants are as follows:

### AMENDED AND RESTATED COMMERCIAL PROPERTY DECLARATIONS

The following amendment is made to **Article 1.6** of the Commercial Property Declaration of Easements, Restrictions and Covenants:

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**1.6** “Common Expenses” means the proposed or actual expenses (including the establishment of reasonable replacement reserves in the sole discretion of the Owner of the Condominium Property [which such reserves must be used solely for the purposes for which they were created], but excluding disbursements from such reserves) to provide the services described in Section 4.1 hereof, plus five (5%) percent thereof for overhead.

The following amendments are made to **Article 4.3** of the Commercial Property Declaration of Easements, Restrictions and Covenants:

**4.3** The submission of statements for services rendered pursuant to this Article 4, provisions for payment thereof, and provisions for additional payments incurred in connection with such services shall be made as follows:

**Article 4.3 (b) Submission and Payment of Statements.** Subject to the provisions of this Agreement, the Owner of the Condominium Property shall endeavor to furnish to the Owner of the Commercial Property within one hundred twenty (120) days after the end of each calendar year, a statement (“Reconciliation Statement”) indicating in reasonable detail the shares of the Common Expenses for such calendar year of the Owner of the Commercial Property, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust an Owner’s estimated payments to such Owner’s actual share thereof as indicated by such annual Reconciliation Statement. Any payment due to an Owner as a result of such annual Reconciliation Statement shall be payable within thirty (30) days after demand of the Owner entitled to such payment.

**Article 4.3 (c) Payment of Allocated Common Expenses.**

i) The Owner of the Commercial Unit shall pay the allocated costs (4.3 a) for the Common Expenses related to Water, Gas, Common Electric (Meter Numbers 271225289 & 271227022), and Insurance (4.1 d, g and h) within thirty (30) days of the receipt of the written estimate of its projected allocable share of these Common Expenses (4.3 b) or in 12 monthly installments. The Owner of the Commercial Unit shall notify the Condominium Association, and Property Management Company (if applicable), in writing within thirty (30) days of receipt of the written estimate of which payment method the Owner of the Commercial Unit is electing to proceed with for the year, and if this written notification is not received, then the full amount is due within thirty (30) days of receipt of the written estimate.

ii) The Owner of the Commercial Unit shall pay the allocated costs (4.3 a) for the Common Expenses (as defined in Articles 1.6 and 4.1 of this Declaration) within fifteen (15) days of the receipt of the paid invoice of its allocable share of these Common Expenses. The Owner of the Commercial Unit will receive the paid invoices of its allocable share of these Common Expenses monthly.

iii) The Owner of the Commercial Unit shall provide proof of license and insurance with any estimate of work for the anticipated Common Expense (as defined by this Declaration) to the Condominium Association at least ten (10) business days prior to the execution of any contract for such work. The Condominium Association shall have such time then to obtain other bids for any Common Expense proposed by the Owner of the

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Commercial Unit. The Condominium Association must discuss the bids at a meeting, and it is the sole discretion of the Condominium Association as to which bid to accept for the anticipated Common Expense. The Condominium Association shall pay any invoice provided by the Commercial Unit under this Article so long as the contractor is licensed and insured within thirty (30) days of receipt of the invoice from the Owner of the Commercial Unit and provide subsequent proof of payment to the Owner of the Commercial Unit. Upon the Owner of the Commercial Unit's receipt of proof of payment of the invoice for the Common Expense, the Owner of the Commercial Unit shall tender payment within fifteen (15) days for its allocable share of this Common Expense. Unless otherwise agreed, the Owner of the Commercial Unit and its agents are not permitted to conduct any work on Common Elements unless it is an Emergency Situation.

iv) In the event of an Emergency Situation (as defined in 1.14), the Owner of the Commercial Unit must notify the Condominium Association, and Property Management Company (if applicable), of said Emergency Situation within one (1) hour. Following the resolution of an Emergency Situation, the Owner of the Commercial Unit shall submit any estimates of work for the anticipated Common Expense and any invoices for any Common Expense with proof of license and insurance to the Condominium Association within fifteen (15) days of receipt of said estimates or invoices for the anticipated Common Expense.

v) Failure to abide by these procedures in 4.3(c) (iii) and 4.3(c)(iv) will obviate the Condominium Association's responsibility for its share of any Common Expense and will result in the Owner of the Commercial Unit paying for any damage and/or repairs to any Common Element.

The following amendments are made to **Article 11** of the Commercial Property Declaration of Easements, Restrictions and Covenants.

**Article 11.1** The following matters shall be submitted for arbitration except those subject to the limitations outlined in Article 11.2 to an arbitration entity such as the American Arbitration Association (the "AAA"):

(a) Any dispute, claim, or controversy arising under this Agreement except those subject to the limitations outlined in Article 11.2 which involve an amount not exceeding Fifty Thousand (\$50,000.00) Dollars in 2002 equivalent dollars which shall not be resolved within sixty (60) days after same has arisen;

(b) All other matters except those subject to the limitations outlined in Article 11.2 which are required under this Agreement to be submitted for, or determine by, arbitration; and

(c) Any matter which the Owners agree in writing to submit to arbitration.

Any such dispute, claim, controversy, or matter is referred herein as a "Matter." Arbitration of any such Matter shall be initiated by any Owner making a written demand therefor by giving written notice thereof to the other Owners and by filing a copy of such demand with an arbitration entity. The arbitration entity shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration shall be held in Chicago, Illinois,

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and shall be conducted and completed in an expeditious manner and without delay. Each Mortgagee shall be a party to any arbitration of a Matter involving a Matter which requires the consent or approval of the Mortgagee hereunder.

## Article 11.2

(a) The parties agree that any dispute under \$10,000.00 will be mediated before any arbitration demand can be filed. Mediation is a condition precedent to the filing of any demand for arbitration. Unless otherwise agreed to in writing by the parties and notwithstanding the provisions in Article 11.1, within twenty (20) business days after the notice demanding mediation has been given, the parties shall choose one (1) mediator to resolve the Matter if the amount in controversy has no specific monetary value or a value of \$10,000.00 or less. [765 ILCS 605/32]. Nothing contained herein shall require the parties to use mediators from the American Arbitration Association (the "AAA") or any other arbitration entity and the parties can agree on using a private mediator to resolve the matter.

(b) Unless otherwise agreed to in writing by the parties to the arbitration and notwithstanding the provisions in Article 11.1, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall choose one (1) arbitrator to resolve the Matter if the amount in controversy has no specific monetary value or a value of \$10,000.00 or less. [765 ILCS 605/32]. Nothing contained herein shall require the parties to use arbitrators from the AAA or any other arbitration entity and the parties can agree on using a private arbitrator to resolve the matter.

(c) If the amount in controversy is in excess of \$10,000.00 but not exceeding \$50,000.00, the parties to the arbitration, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall choose three (3) arbitrators to resolve the Matter. If the parties fail to designate the arbitrator(s) within such time period, arbitrators shall be appointed in accordance with the procedures set forth in the applicable rules, provided, however, that in any event such arbitrator(s) shall be experienced as to the design, construction and/or operation, as the Matter requires, of first-class buildings similar to the Building. The AAA Commercial Arbitration Rules then in effect shall apply to the arbitration of any Matter, unless the parties mutually agree otherwise.

(d) In any mediation under Section 11.2 (a), each party shall be responsible for its own fees and 50% of the costs of the Mediation. In any other dispute resolution proceeding or litigation between the parties in connection with this Amended Declaration, the prevailing party as specifically determined by the fact finder will be entitled to recover its reasonable attorney's fees and costs in such proceedings from the other party. Nothing contained herein prevents the parties from agreeing to stipulate that the prevailing party can recover its reasonable attorney's fees and costs for any dispute resolution between the parties in connection with this Amended Declaration.

The following **Article 22** is added to the Commercial Property Declaration of Easements, Restrictions and Covenants.

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## ARTICLE 22

### COMMERCIAL UNIT PARTICIPATION IN ADMINISTRATION OF THE COMMON ELEMENTS

22.01 The Owner of the Commercial Unit shall be a non-member participating Unit Owner of the Condominium Association. As a non-member, non-voting participating Unit Owner of the Condominium Association, the Owner of the Commercial Unit shall be given the following rights to participate and privileges in the determination of issues related to the Common Elements that specifically involve the Commercial Unit:

a) The Owner of the Commercial Unit shall be given notice of all meetings of the Association ("the Association"), an Agenda of each meeting of the Condominium Association and the minutes of any Association meeting in the same manner as those notices are to be provided under the 2644 N. Ashland Condominium Declaration;

b) The Owner of the Commercial Unit shall be allowed to attend all meetings of the Association and be allowed to discuss any issues with the Association regarding work to be performed on the Commercial Unit or the Common Elements or any other issues that relate to the management of the Building, in the same manner as those notices are to be provided under the 2644 N. Ashland Condominium Declaration;

c) The Owner of the Commercial Unit shall submit any issues for discussion to the Association at least seven (7) calendar days prior to the Association meeting;

d) The Association shall provide the Owner of the Commercial Unit with copies of any contracts for work to be performed on the Commercial Unit or the Common Elements within ten (10) business days of the execution of any such contract under \$4,000.00 in the same manner as those notices are to be provided under the 2644 N. Ashland Condominium Declaration. For any work that is estimated to be over \$4,000.00, then the Association shall provide the proposal to the Owner of the Commercial Unit within ten (10) business days of the receipt of the proposal or estimate.

e) The Owner of the Commercial Unit shall be allowed to directly contact any management company retained by the Association to discuss any financial issues or other Building related issues concerning any of the services identified in Article 4.1 of the Commercial Declaration.

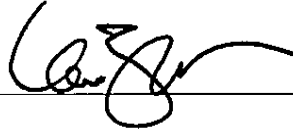
**THIS AMENDMENT CHANGES THE COMMERCIAL PROPERTY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS RE: 2644 N. ASHLAND AVE. CHICAGO, ILLINOIS 60614. PLEASE READ IT CAREFULLY.**

**ALL OTHER TERMS AND CONDITIONS OF THE COMMERCIAL PROPERTY DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS RE: 2644 N. ASHLAND AVE. CHICAGO, ILLINOIS 60614 SHALL REMAIN THE SAME**

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IN WITNESS WHEREOF, the undersigned have caused their names to be signed to these presents as of this 12 day of October, 2021.

2644 N. Ashland Condominium Association

By: 

Its President

STATE OF ILLINOIS }  
COUNTY OF COOK }

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Louise Bayssin, as President of 2644 N. Ashland Condominium Association, duly formed under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Association, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 12<sup>th</sup> day of October, 2021.



SEAL

  
Notary Public

Property Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused their names to be signed to these presents as of this 15<sup>th</sup> day of ~~September~~ OCTOBER, 2021.

2644 N. Ashland Commercial Unit Owners

By: Tatiana Boitchouk  
Walter Boitchouk

STATE OF ILLINOIS        }  
COUNTY OF COOK        }

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Tatiana Boitchouk and Walter Boitchouk as Owners of the Commercial Unit at 2644 N. Ashland, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Owners, appeared before me this day in person and acknowledged that he and she signed and delivered the said instrument as his and her own free and voluntary act for the uses and purposes therein set forth.

Subscribed and sworn to before me this 15<sup>th</sup> day of ~~September~~ OCTOBER, 2021.



Mark Lefevour  
Notary Public

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EXHIBIT "A"

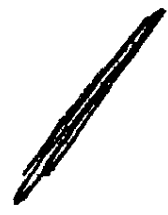
LEGAL DESCRIPTION OF PARCEL

LOTS 15, 16, 17 AND 18 IN P. F. HAYNE'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LAND LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING NORTH ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2644 N. ASHLAND AVENUE  
CHICAGO, IL 60614

P.I.N. 14-30-405-058-0000; and  
14-30-405-059-0000

Property of Cook County Clerk's Office



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**EXHIBIT "B"****LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**

LOTS 15 THROUGH 18 INCLUSIVE, TAKEN AS A TRACT, IN P. F. HAYNE'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30, AFORESAID CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED JUNE 19, 1928 AS DOCUMENT 10081797), AND (EXCEPT THAT PART THEREOF LYING BELOW A HORIZONTAL PLANE OF +27.86 CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID TRACT, SAID POINT BEING 2.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST, A DISTANCE OF 42.68 FEET TO A POINT 3.19 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 8.90 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 6.08 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 8.14 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 56.85 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.68 FEET TO A POINT IN THE WEST OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 25.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 72.52 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 7.62 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 18.93 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 5.35 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 18.05 FEET TO A POINT IN THE EAST LINE OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. \_\_\_\_\_, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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EXHIBIT "C"

LEGAL DESCRIPTION OF COMMERCIAL PROPERTY

0020605487

THAT PART OF LOTS 15 THROUGH 18 INCLUSIVE, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE OF +27.88 CITY OF CHICAGO DATUM, IN P. F. HAYNE'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30, AFORESAID CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED JUNE 19, 1928 AS DOCUMENT 10061797), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID TRACT, SAID POINT BEING 2.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST, A DISTANCE OF 42.08 FEET TO A POINT 3.19 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 8.90 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 8.08 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 8.14 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 56.85 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.68 FEET TO A POINT IN THE WEST OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 25.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 72.52 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 7.52 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 16.93 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 5.35 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 18.05 FEET TO A POINT IN THE EAST LINE OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 84.24 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office



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**EXHIBIT "D"****LEGAL DESCRIPTION OF  
INGRESS AND EGRESS EASEMENT  
INCLUDING REFUSE AREA**

THAT PART OF LOTS 15 THROUGH 18 INCLUSIVE, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE OF +27.86 CITY OF CHICAGO DATUM, IN P. F. HAYNE'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 60.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30, AFORESAID CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED JUNE 19, 1928 AS DOCUMENT 10061797), DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 86.12 FEET; THENCE SOUTH A DISTANCE OF 74.82 FEET TO A POINT, SAID POINT BEING 21.48 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 8.70 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 57.17 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 8.24 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 14.15 FEET TO A POINT, SAID POINT BEING 3.43 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 69.18 FEET TO A POINT IN THE EAST LINE OF SAID TRACT, SAID POINT BEING 2.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 15; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 2.89 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "E"

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LEGAL DESCRIPTION  
OF LOADING ZONE EASEMENT

THAT PART OF LOTS 15 THROUGH 18 INCLUSIVE, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE OF +27.86 CITY OF CHICAGO DATUM, IN P. F. HAYNE'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30, AFORESAID CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED JUNE 19, 1928 AS DOCUMENT 10061797), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 25.0 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.04 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 25.25 FEET TO A POINT IN THE SOUTH LINE OF SAID TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 30.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.