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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/21/2021 09:57 AM PG: 1 OF 22

**THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:**

Scott L. David, Esq.
MUCH SHELIST, P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PROPERTY ADDRESSES:

3333 W. Arthington
931 Homan
Chicago, Illinois

PERMANENT TAX INDEX NUMBERS:

16-14-417-007-0000
16-14-417-008-0000
16-14-417-009-0000
16-14-417-010-0000

This space reserved for Recorder's use only.

**FIRST AMENDMENT TO AMENDED AND RESTATED CROSS EASEMENT
AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED CROSS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 17th day of November 2021, by and between **ROYAL PINE PROPERTIES LLC**, an Illinois limited liability company (the "**Parcel 1 Owner**"), and **FOUNDATION FOR HOMAN SQUARE**, an Illinois not for profit corporation (the "**Parcel 2 Owner**").

RECITALS:

A. The predecessor of Parcel 1 Owner and Parcel 2 Owner entered into that certain Cross Easement Agreement dated as of August 23, 2004 and recorded with the Cook County Recorder of Deeds as Document No. 0429516160 (the "**Cross Easement Agreement**").

B. The Cross-Easement Agreement was amended and restated by that certain

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Amended and Restated Cross Easement Agreement dated as of December 15, 2008 and recorded with the Cook County Recorder of Deeds as Document No. 0835422062 (the "**Amended and Restated CEA**").

C. The Parcel 1 Owner is the current owner of that certain real property commonly known as 3333 West Arthington, Chicago Illinois, more particularly described on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 1**").

D. The Parcel 2 Owner is the current owner of that certain real property commonly known as 931 Homan Avenue, Chicago, Illinois, more particularly described on **Exhibit "B"** attached to and made a part of this Agreement ("**Parcel 2**").

E. Parcel 1 Owner has requested permission to demolish that certain one-story building and some additional building segments located on Parcel 2 as shown on **Exhibit "C"** attached to and made a part of this Agreement (the "**Demolition Structures**") and the Parcel 2 Owner has granted Parcel 1 Owner permission for such demolition in accordance with the terms and conditions of this Agreement.

F. Parcel 1 Owner has requested an easement from Parcel 2 Owner under a portion of the Demolition Structures on Parcel 2 for the location of a 60-inch drainage pipe to provide for site water drainage and retention.

G. The Owners (as hereinafter defined) desire to impose certain additional easements upon the Parcels (as hereinafter defined) for the mutual and reciprocal benefit and complement of Parcel 1 and Parcel 2 and the present and future owners and occupants thereof, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, each of the Owners hereby declares that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the easements hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold, and used in full compliance with and subject to this Agreement and, in connection therewith, each of the Owners covenants and agrees as follows:

AGREEMENTS:

1. **DEFINITIONS.** For purposes of this Agreement:

1.1 **Common Area** "**Common Area**" shall mean any of the areas designated for ingress and egress lying between Parcel 1 and Parcel 2.

1.2 **Demolition Structures** "**Demolition Structures**" shall mean the One-Story Building and the structures attached or sharing common walls with the One-Story Building (but excluding the Main School Building) as shown on Exhibit "C".

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1.3 Exclusive Parking Space Easement. “**Exclusive Parking Space Easement**” means the three (3) vehicle parking spaces that will be granted to Parcel 2 Owner by Parcel 1 Owner for the exclusive use of Parcel 2 Owner and its Permittees.

1.4 Main School Building. “**Main School Building**” shall mean the building on Parcel 2 known as DRW College Prep.

1.5 New Easement Area. “**New Easement Area**” means the area shown on **Exhibit “D”** attached hereto and made a part hereof, which will contain parking stalls and minor improvements created upon the rehabilitation of Parcel 1 by the Parcel 1 Owner. A portion of the New Easement Area will be the area on which the Demolition Structures are currently located.

1.6 One-Story Building. The term “**One-Story Building**” shall mean that certain one-story structure to be demolished by Parcel 1 Owner located on Parcel 2 as shown and highlighted on Exhibit “C”.

1.7 Owner. The term “**Owner**” or “**Owners**” means the Parcel 1 Owner and the Parcel 2 Owner, or either of them, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered by this Agreement, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1.8 Parcel. The term “**Parcel**” or “**Parcels**” means each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit “A” and Exhibit “B”; that is, Parcel 1 and Parcel 2, and any future subdivisions thereof.

1.9 Permittees. The term “**Permittees**” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

1.10 Person. “**Person**” or “**Persons**” means individuals, partnerships, associations, corporations, and any other form of business organization, or one or more of them, as the context may require.

1.11 Site Plan. “**Site Plan**” means the site plan of the Parcels showing the proposed improvements on Parcel 1 and on the New Easement Area on **Exhibit “E”** attached hereto and made a part hereof.

1.12 Work. “**Work**” means the work described in Paragraph 2 to be performed By Parcel 1 Owner.

2. DEMOLITION.

2.1 Demolition. Parcel 2 Owner hereby permits Parcel 1 Owner to demolish the Demolition Structures at Parcel 1 Owner’s sole cost and expense. Parcel 2 Owner hereby grants Parcel 1 Owner and its contractors a temporary access easement to and on the Parcel 2 to perform

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the demolition work. Parcel 1 Owner shall cause the demolition work to be performed in a good and workmanlike manner, with due care and diligence. Parcel 1 Owner shall cause its contractor to secure and pay for all necessary permits and governmental approvals, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work. Prior to beginning the Work, Parcel 1 Owner's contractor shall take necessary precautions to avoid damage to existing structures adjacent to the Demolition Structures. Parcel 1 Owner's contractor shall also take precautions to control vibration and noise for demolition operations. Parcel 1 Owner is responsible for ensuring its contractor is responsible for the proper disposal of all materials, construction and demolition debris, soil and other waste generated by the Work.

2.2 Subsurface Work. Parcel 2 Owner hereby permits Parcel 1 Owner to close off and fill the subsurface area below the Demolition Structures with gravel or other suitable material.

2.3 Insurance. Parcel 1 Owner shall provide the following evidence of insurance coverage with respect to the Work: commercial general liability insurance in the amount of not less than \$2,000,000 per occurrence which may include a separate umbrella policy naming Parcel 2 Owner as an additional insured on a primary and non-contributory basis, against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of any portion of Parcel 2.

2.4 Indemnity To the fullest extent permitted by law, Parcel 1 Owner shall indemnify, defend (through an attorney reasonably acceptable to Parcel 2 Owner) and hold Parcel 2 Owner, and its officers, directors, agents, employees and consultants (each an "Indemnitee" and collectively "Indemnities"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred in connection with, arising out of or relating to (a) any act or omission of Parcel 1 Owner's contractor and its agents, employees, subcontractors or consultants, (b) death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders caused in whole or in part by Parcel 1 Owner's contractor's performance of the Work; or (c) any entry upon or use of the Parcel 2 by or on behalf of the Parcel 1 Owner's contractor and its agents, employees, subcontractors or consultants in connection with this Agreement. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.

2.5 Damage to Parcel 2. The Demolition Structures have a common wall with the Main School Building on Parcel 2. Parcel 1 Owner agrees to repair, to the reasonable satisfaction of Parcel 2 Owner, any damage to the Main School Building on Parcel 2 resulting from the demolition of the Demolition Structures or any other site work performed by or on behalf of Parcel 1 Owner.

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3. EASEMENTS.

3.1 Definitions and Documentation. For purposes of this **Section 3**, the following will apply:

(a) Except as otherwise expressly provided herein, all rights, privileges, and easements granted herein are non-exclusive and in common with the party granting such rights, privileges, and/or easements (the "**Grantor**") and, unless provided otherwise, are irrevocable and for the benefit of the other Owner (the "**Grantee**") and its successors and assigns as owner of its Parcel.

(b) All easements granted under this Agreement shall exist by virtue of this Agreement, without the necessity of confirmation by any document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of either Owner, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is acceptable to each Owner.

3.2 New Easement Area.

(a) Parcel 2 Owner hereby grants to Parcel 1 Owner easements in and over the New Easement Area for the benefit of the Grantee's Parcel for:

- (i) ingress to and egress from the Grantee's Parcel;
- (ii) circulation, passage and parking of vehicles, including the parking spaces shown on the Site Plan;
- (iii) circulation, passage and accommodation of pedestrians;
- (iv) construction access for redevelopment of the building on Parcel 1, including but not limited to the building and outside areas for landscape, hardscape, ramps to interior parking and an asphalt surface of the parking and access areas; and
- (v) access to the rear of the building on Parcel 1, including but not limited to deliveries by truck or otherwise, future maintenance and repairs of the building and trash and recycling pickup.

3.3 Exclusive Parking Space Easement. Parcel 1 Owner hereby grants Parcel 2 Owner an easement for the exclusive use by Parcel 2 Owner and its Permittees of the three (3) parking spaces highlighted on **Exhibit "F"** attached hereto and made a part hereof.

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3.4 Drainage/Retention Pipe Easement. Parcel 2 Owner hereby grants Parcel 1 Owner and its successor and assigns an easement to install and maintain a drainage retention pipe (the "**Pipe**") on the portion of Parcel 2 in the location shown on "**Exhibit G**" attached hereto and made a part hereof. Parcel 1 Owner shall be responsible to maintain the Pipe in good order and repair and replace the Pipe, if necessary at its sole cost and expense.

3.5 Dedication of Easement and Benefit to Permittees. Nothing contained in this Section 3, including the grant of any or all easements herein provided, shall be deemed to constitute a dedication of either Parcel, or any portion or portions thereof, to any governmental body or agency or to the general public, or be construed to create any rights in or for the benefit of any space lessee of any part of the Parcels, it being the intention of the Owners that this Agreement shall be strictly limited to the purpose herein expressed.

3.6 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3.7 Barriers. Except as set forth of the Site Plan, no Owner or its Permittee shall erect or maintain any permanent barriers between that portion of the Common Area located on a Parcel and that portion of the Common Area located on the other Parcel or allow any portion of the Common Area or any access to the Common Area from any abutting streets or rights of way furnishing access to the Common Area to be blocked, closed, altered, changed, or removed.

3.8 Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of the other Owner or its Permittees at any time conducted on its Parcel.

3.9 Cash Consideration for Easements. In addition to the other provisions of this Agreement, in further consideration for the easements herein above granted, Parcel 1 Owner shall pay Parcel 2 Owner Fifteen Thousand and no/100 Dollars (\$15,000.00) commensurate with the execution of this agreement.

4. MAINTENANCE. Parcel 1 Owner, at its sole cost and expense, shall keep and maintain the areas of the New Easement Area in first-class condition and agrees to inspect, maintain, repair, and replace the surface of the parking areas, curbs, and sidewalks, keeping them level, smooth, and evenly covered with the type of surface material originally installed thereon or such substitute therefor as shall be, in all respects, equal in quality, appearance, and durability.

5. PARKING REQUIREMENTS. Except as provided herein, no Owner shall use or permit the use of the Parking Area on its Parcel for any purposes other than pedestrian movement and the parking and passage of motor vehicles.

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6. REMEDIES AND ENFORCEMENT.

6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions, or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion) any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate published from time to time by the Wall Street Journal (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Parcel, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

6.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

6.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions, and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

7. TERM. The covenants, conditions, and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), and shall remain in full force and effect and shall continue and remain in full force and effect thereafter in perpetuity,

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unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel 1 and Parcel 2 in accordance with **Section 8.2** hereof.

8. MISCELLANEOUS.

8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.2 Amendment. Each Owner agrees that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel 1 and Parcel 2, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded with the Recorder's Office.

8.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the Section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied, or conditioned expressly and in writing.

8.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

8.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

8.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

8.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8.8 Severability. Each provision of this Agreement and the application thereof to Parcel 1 and Parcel 2 are hereby declared to be independent of and severable from the remainder

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of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

8.9 Time of Essence. Time is of the essence of this Agreement.

8.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice address of each party is as follows:

Parcel 1 Owner:

ROYAL PINE PROPERTIES LLC
c/o Arka Express, Inc.
2202 West 166th Street
Markham, Illinois 60428
Attn: Arnold Kozys

With a copy to:

MUCH SHELIST, PC
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attention: Scott L. David, Esq.

Parcel 2 Owner:

FOUNDATION FOR HOMAN SQUARE
Kevin Sutton, Executive Director
Foundation for Homan Square
906 South Homan, 2nd Floor
Chicago, Illinois 60624
ksutton@homansquare.com

With a copy to:

John Kuhnen
Vice President of Asset Management
IFF
333 South Wabash, suite 2800
Chicago, Illinois 60604
jkuhnen@iff.org

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8.12 Governing Law. The laws of the State in of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

8.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

8.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

8.15 Perpetuities. Each Owner covenants and agrees that this Agreement shall in no manner be deemed to violate, to the extent applicable, the so-called rule against perpetuities. In that regard, this Agreement may and shall continue for the term described in **Section 7**, subject to amendment or termination as set forth in **Section 8.2**.

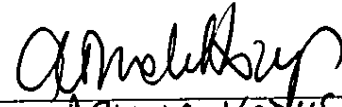
[Remainder of Page Intentionally Left Blank—Signature Pages Follow]

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IN WITNESS WHEREOF, each Owner has executed this Agreement as of the date first written above.

PARCEL 1 OWNER:

ROYAL PINE PROPERTIES LLC, an Illinois limited liability company

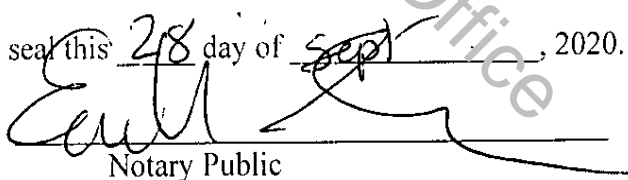
By: 
Name: ARNOLD KOZYS
Title: MANAGER

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DO HEREBY CERTIFY** that ARNOLD KOZYS, in HIS capacity as the Manager of ROYAL PINE PROPERTIES LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of sept, 2020.


Notary Public

My Commission Expires:
OCT 19, 2021

"OFFICIAL SEAL"
EVELYN SANDOVAL
Notary Public, State of Illinois
My Commission Expires Oct. 19, 2021
Commission No. **728849**

[Signatures Continue on Following Page]

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[Signatures Continue from Preceding Page]

PARCEL 2 OWNER:

FOUNDATION FOR HOMAN SQUARE,
an Illinois not for profit corporation

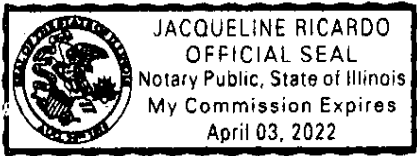
By: [Signature]
Name: KEVIN SUTTON
Title: EXECUTIVE DIRECTOR

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DO**
HEREBY CERTIFY that Kevin Sutton, the
Exec. Director of FOUNDATION FOR HOMAN SQUARE, as aforesaid, who is
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that as such
_____, he/she signed and delivered the said instrument as his/her
own free and voluntary act and as the free and voluntary act of said corporation, as aforesaid,
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of November, 2021.

[Signature]
Notary Public



My Commission Expires:
Apr / 03 / 2022

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CONSENT OF OWNER'S MORTGAGEE

IFF, an Illinois not for profit corporation ("**IFF**"), holder of a Mortgage (the "**Mortgage**") recorded in office of the Recorder of Deeds of Cook County, Illinois as Document No. 1933113096 hereby consents to the execution and recording of the attached Reciprocal Easement Agreement and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, said IFF has caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf on this 15 day of November, 2021.

IFF , an Illinois not for profit corporation

By: [Signature]
Name: Rewer
Title: CFO

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DO HEREBY CERTIFY** that Suzanne Rewer, the CFO of IFF, an Illinois not for profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CFO, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of November, 2021.

[Signature]
Notary Public



My Commission Expires:

6/8/2024

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CONSENT OF NEW STERLING PARK LLC

New Sterling Park LLC, an Illinois limited liability company, as successor to Sterling Park Development, L.L.C. hereby consents to this First Amendment to Amended and Restated Cross Easement Agreement.

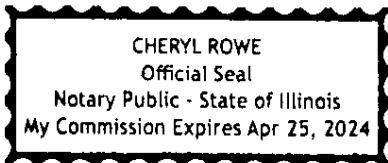
NEW STERLING PARK LLC, an Illinois limited liability company

By: [Signature]
Name: MARK ANGELO
Title: PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO **HEREBY CERTIFY** that Mark Angelini the President of NEW STERLING PARK LLC, as aforesaid, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 2020.



[Signature]
Notary Public

My Commission Expires:
April 25, 2024

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CONSENT OF OWNER'S MORTGAGEE

Citibank, N. A., a national banking association ("**Bank**"), holder of a series of Mortgages (collectively the "**Mortgage**") recorded in office of the Recorder of Deeds of Cook County, Illinois hereby consents to the execution and recording of the attached Reciprocal Easement Agreement and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, said Citibank, N. A. has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf on this 27th day of October, 2020.

Citibank, N. A., a national banking association

By: [Signature]
Name: Kathy Millhouse
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

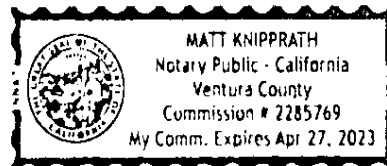
STATE OF CALIFORNIA
COUNTY OF Ventura

On October 27, 2020 before me, Matt Knipprath, Notary Public (here insert name and title of the officer), personally appeared Kathy Millhouse who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity (ies), and that by his (her) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



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EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL 1

PARCEL 1
(ADMINISTRATION BUILDING PARCEL)

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 1 IN HENRY E VANCE'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET, A DISTANCE OF 489 02 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 38 SECONDS A DISTANCE OF 17920 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 195 37 FEET; THENCE NORTH 00 DEGREES 19 MINUTES AND 24 SECONDS EAST A DISTANCE OF 14 32 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 50 54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST A DISTANCE OF 18 34 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 140 09 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 9 13 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST A DISTANCE OF 101 58 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE OF BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE; A DISTANCE OF 175 81 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 2 008 ACRES, MORE OR LESS.

Address. 3333 West Arthington, Chicago, Illinois

PIN 16-14-417 007 0000, 16- 14 417 008-0000

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EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2

THAT PART OF LOTS 9, 10, 11 AND 12 IN BLOCK 1 IN HENRY E VANCE'S RE. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST, 1904, AS DOCUMENT NO 3635041, IN THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1 ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE AND THE SOUTH RIGHT OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, A DISTANCE OF 175 81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE OF BLOCK 1, ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE, A DISTANCE OF 161 79 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1 ALSO BEING THE NORTH LINE OF THE B & O C T RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD); THENCE SOUTH 89 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, ALSO BEING SAID NORTH LINE OF THE B & O C T RAILROAD, A DISTANCE OF 307 32 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 157 20 FEET TO A POINT ON THE SOUTHERLY FACE OF A ONE STORY BRICK BUILDING AS SAID BRICK BUILDING EXISTED ON SEPTEMBER 15, 1997; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY BUILDING FACE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 16 25 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 1432 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 50 54 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, A DISTANCE OF 18.34 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 14009 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.13 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 101 98 FEET TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1 125 ACRES, MORE OR LESS

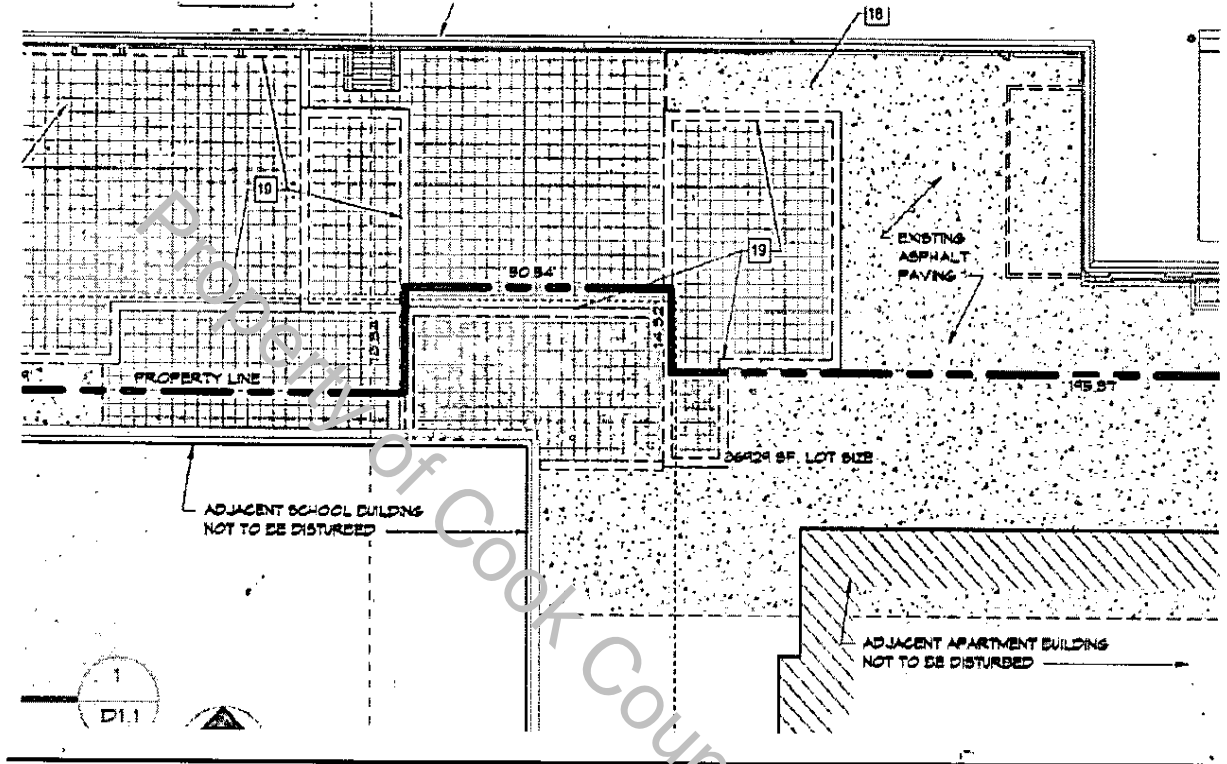
Address: 931 South Homan Avenue, Chicago, Illinois

PIN: 16-14-417-010

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EXHIBIT "C"

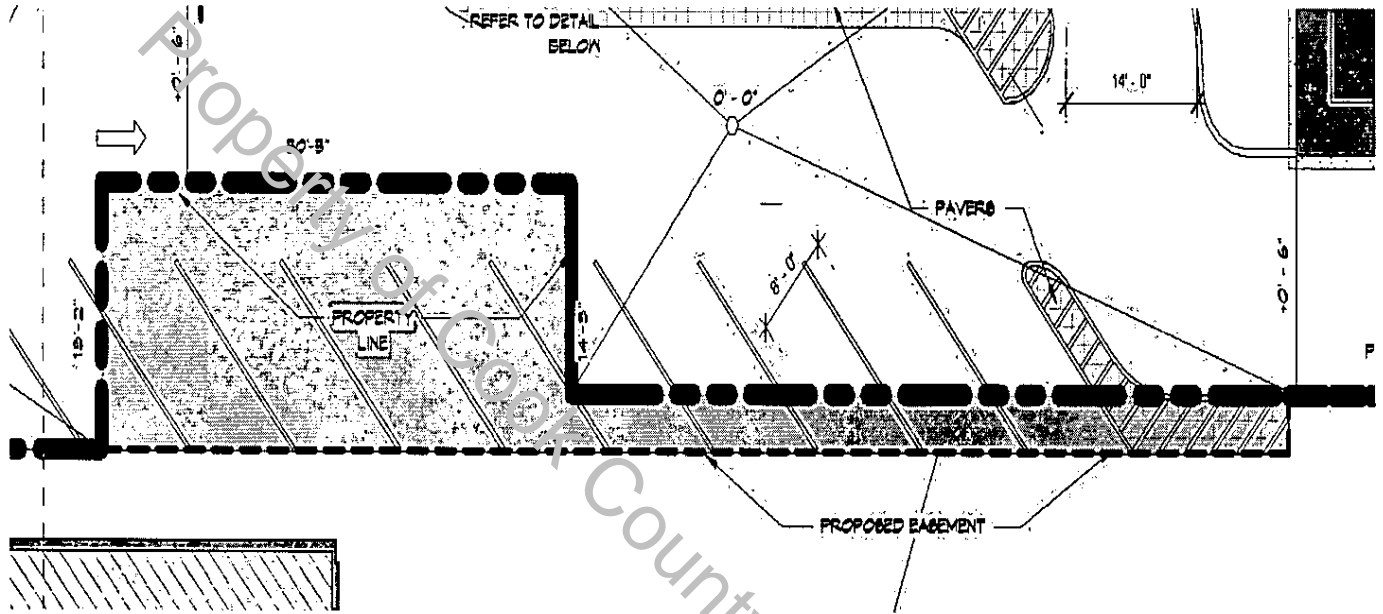
DEMOLISHED STRUCTURES



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EXHIBIT "D"

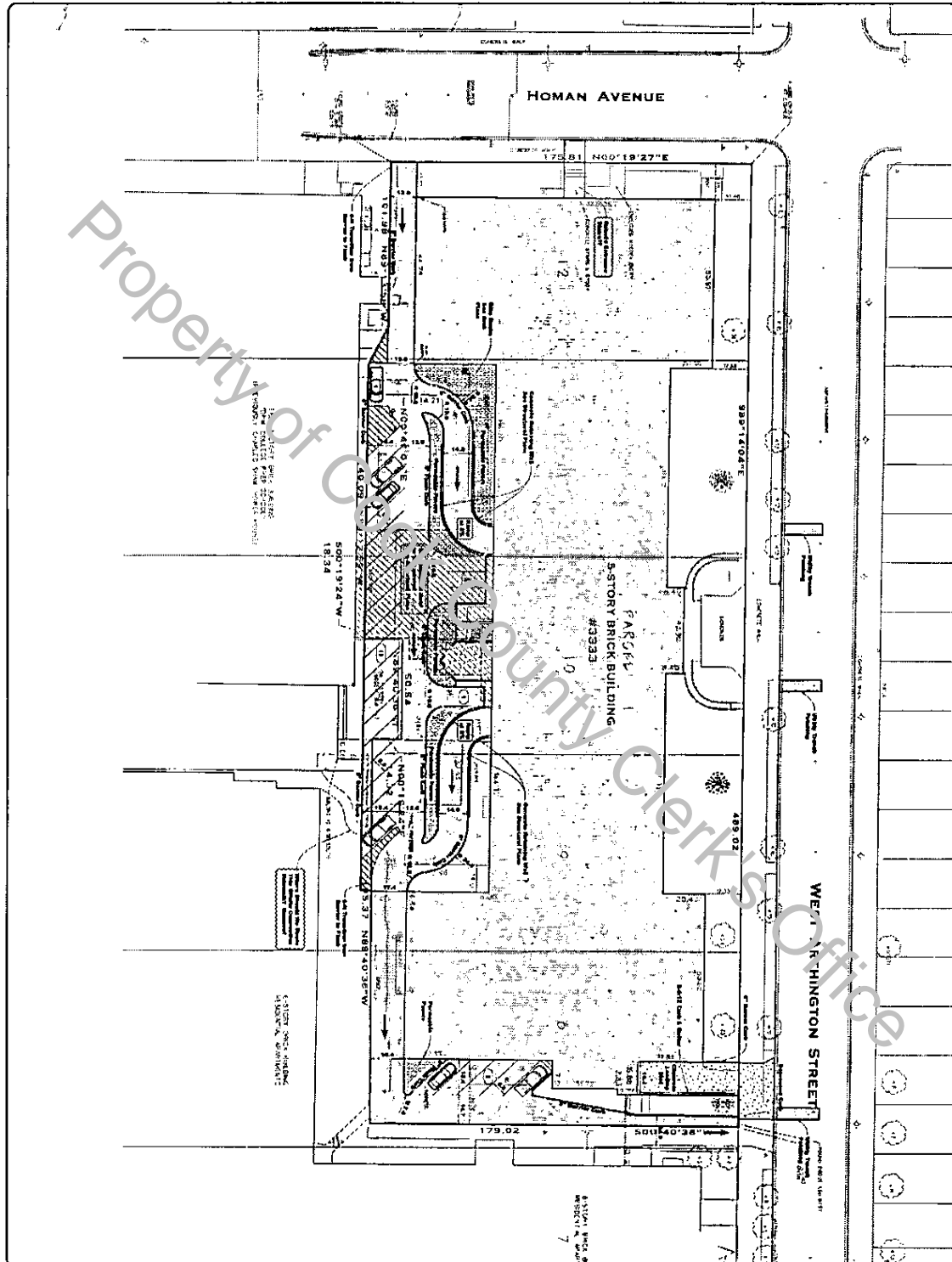
NEW EASEMENT AREA



UNOFFICIAL COPY

EXHIBIT "E"

PROPOSED SITE PLAN AFTER COMPLETION OF PARCEL 1 IMPROVEMENTS



NO.	DATE	DESCRIPTION
1	10/1/2011	PRELIMINARY PLAN
2	10/1/2011	REVISIONS
3	10/1/2011	REVISIONS
4	10/1/2011	REVISIONS
5	10/1/2011	REVISIONS
6	10/1/2011	REVISIONS
7	10/1/2011	REVISIONS
8	10/1/2011	REVISIONS
9	10/1/2011	REVISIONS
10	10/1/2011	REVISIONS
11	10/1/2011	REVISIONS
12	10/1/2011	REVISIONS
13	10/1/2011	REVISIONS
14	10/1/2011	REVISIONS
15	10/1/2011	REVISIONS
16	10/1/2011	REVISIONS
17	10/1/2011	REVISIONS
18	10/1/2011	REVISIONS
19	10/1/2011	REVISIONS
20	10/1/2011	REVISIONS

PROPERTY OF COUNTY CLERK'S OFFICE

WMA
 WHEATON, McGRATH & ANGLIM, LTD.
 One and One-half Years of Service to Clients

HQ APARTMENTS
 3333 ARTHINGTON STREET
 CHICAGO, IL 60624

Prepared For:
 GROUP ARCHITECTURE
 1000 Lake Street, Suite 1000
 Chicago, IL 60601

Scale: 1" = 10'-0"

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EXHIBIT "F"

LOCATION OF EXCLUSIVE PARKING SPACE EASEMENT

LOWER LEVEL PLAN
1/16" = 1'-0"

TOTAL ON SITE PARKING: 106 SPACES
88 INTERIOR, (8 HANDICAPPED) 20 EXTERIOR -
34 DOUBLE STACK BIKE SPACES ACCOMMODATED -
SIZE OF SPACE (2'-0" x 6'-0")

NOTES:

- ALL SIGNAGE SHALL BE TYPE B & CONCRETE BLOCK
- SPACE FOR ONE SIGNAGE FOR CONSTRUCTION SHALL BE PROVIDED FOR EACH OF THE FOLLOWING SPACES
- REFER TO ARCHITECT PLANS FOR ELEVATOR AND STAIR ROOMS

Handicapped Parking Sign
Handicapped Parking Space

Parking, Loading and Bicycle Storage
1333 W. Arthington, Chicago, IL
May 17, 2021

City of Chicago
Department of Public Works
Division of Engineering
Engineering Division
1333 W. Arthington, Chicago, IL 60624
Tel: (773) 477-2400
Fax: (773) 477-2401
www.chicago.gov

HQ. APARTMENTS
3333 WEST ARTHINGTON STREET
CHICAGO, ILLINOIS, 60624

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT
NO. _____
DATE _____
OWNER _____
DESIGNED BY _____
DATE _____
CHECKED BY _____
DATE _____
LAWYER _____
LAWYER FIRM _____
ENGINEER _____
DATE _____

A21

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EXHIBIT "G"

DRAINAGE RETENTION PIPE EASEMENT

